

RESOLUTION NO. 1879

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GOLDEN AND THE JEFFERSON
COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
FOR THE 2008 MOSQUITO MANAGEMENT PROGRAM**

WHEREAS, the City of Golden's Home Rule Charter authorizes the City to enter into intergovernmental agreements for the provision of municipal services; and

WHEREAS, the Jefferson County Department of Health and Environment has contracted with Otter Tail Environmental, Inc. to implement an integrated mosquito management program which will combat the threat of mosquito-born transmission of West Nile Virus and other avoviral diseases within Jefferson County; and

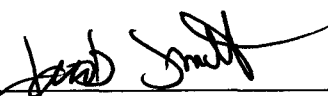
WHEREAS, the Jefferson County Department of Health and Environment shall, upon the receipt of the IGA and payment of the service fee to Jefferson County, perform mosquito control management for designated areas within the City; and

WHEREAS, City Council finds such agreement beneficial to the public health, safety and welfare.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:


The intergovernmental agreement between the City of Golden and the Jefferson County Department of Health and Environment for a cooperative mosquito management program for 2008, in substantially the form as attached as Exhibit A is approved. The Mayor is authorized to execute the agreement on behalf of the City.

Adopted on this 10th day of July, 2008.



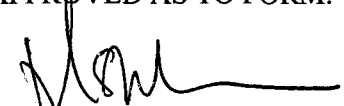
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



David S. Williamson
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 10th day of July, A.D., 2008.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
MOSQUITO MANAGEMENT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into and effective as of the 19th day of August, 2008, between the **JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT**, whose address is 1801 19th Street, Golden, CO 80401, hereinafter referred to as the "Health Department"; and the **CITY OF GOLDEN**, a municipal corporation of the State of Colorado, with its principal office located at 911 10th Street, Golden, CO, hereinafter referred to as "Golden."

WITNESSETH:

WHEREAS, the primary objective of public health mosquito control is to prevent the mosquito-borne transmission of diseases to humans, livestock, and domestic pets, and in order to effectively deal with the continuing threat of mosquito-borne transmission of West Nile Virus and other arboviral diseases, the Health Department has contracted with OtterTail Environmental, Inc., ("OtterTail") for Integrated Mosquito Management ("IMM") services within certain areas of Jefferson County, Colorado, during the year 2008; these services shall be provided to Jefferson County and various municipalities within Jefferson County at a cost per square mile basis, and

WHEREAS, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed June 6, 2008 and approved by the Board of Health on June 17, 2008; a copy of which is attached hereto and incorporated herein as **Attachment A**, and

WHEREAS, for a price to be paid to OtterTail by Golden through payment to the Health Department, OtterTail, through the direction of the Health Department, will perform the IMM services as detailed in **Attachment A** for an area of approximately 9.3 square miles located within the boundaries of Golden; and

WHEREAS, the parties now desire to enter into this Intergovernmental Agreement so as to memorialize their agreement with respect to their respective responsibilities regarding the provision of such IMM services within Golden's boundaries.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **PROVISION OF IMM SERVICES WITHIN GOLDEN:** Upon the signing of this Intergovernmental Agreement by the parties hereto, the Health Department will direct OtterTail, during the year 2008, to perform the IMM services set forth in **Attachment A** for an area of approximately 9.3 square miles located within the boundary of Golden. The services and service fee do not include adulticide services. The Health Department will monitor the need for adulticiding and will advise the County and all participating municipalities if an adulticide program is recommended and approved by the Board of Health and Board of County Commissioners.
2. **PROVISION OF OTHER IMM SERVICES BY GOLDEN:** Golden shall designate a point of contact for communication with the Health Department; provide public education to their citizens; refer citizen complaints to OtterTail; coordinate with the Health Department on IMM services or concerns; and advise the Health Department, by report, of the IMM services, if any, conducted or directed by Golden. The IMM service reports shall be submitted on a monthly basis

on or before the 5th of the month effective July 2008 and ending October 2008. The monthly IMM service report, with the notation "re: West Nile IGA Report", shall be sent to Jefferson County Department of Health and Environment, 1801 19th Street, Golden Colorado 80401.

3. **MONITORING THE PROVISION OF IMM SERVICES:** Staff from the Health Department will monitor the work of OtterTail and Golden to ensure that the IMM services detailed in Paragraph 1 and 2 above are fulfilled. The Health Department will be responsible for coordinating between OtterTail and Golden for the delivery of IMM services detailed in **Attachment A**. As needed, the Health Department will provide Golden with public education information and periodic reports regarding the status of mosquito-borne diseases and vector control. Questions regarding the Health Department's IMM services shall be through Dr. James Dale, Jefferson County Department of Health and Environment, 1801 19th Street, Golden, Colorado, 80401; PHONE: 303-271- 5718; FAX: 303-271-5702; EMAIL: jdale@jeffco.us.
4. **PAYMENT OF GOLDEN IMM SERVICE FEE:** Golden agrees to pay to the Health Department six thousand four hundred and twenty eight dollars and fifty cents (\$6,428.50) which is equal to 50 percent of the total Golden IMM service fee of twelve thousand eight hundred and fifty seven dollars (\$12,857.00) to reimburse the Health Department for Golden's share of the IMM services performed by OtterTail. After execution of this Intergovernmental Agreement by the last party, Golden shall pay the Health Department in three equal payments of two thousand one hundred and forty two dollars and eighty three cents (\$2,142.83) in response to July, August and September invoices from the Health Department. The payment, with a notation "re: West Nile IGA", shall be sent to Jefferson County Department of Health and Environment, 1801 19th Street, Golden Colorado 80401.
5. **PAYMENT OF UNINCORPORATED JEFFERSON COUNTY IMM SERVICE FEE:** The Health Department will pay for and direct OtterTail to perform the IMM services as set forth in **Attachment A** located within unincorporated Jefferson County.
6. **TERM:** The term of this Intergovernmental Agreement shall be from the date of signature by the last party hereunder to and until December 31, 2008.
7. **LIABILITY INSURANCE COVERAGE/INDEMNITY/WARRANTY:** As described in Paragraphs 5 and 6 of the PURCHASE OF SERVICES AGREEMENT, OtterTail shall maintain liability insurance coverage and will hereby indemnify and hold the Health Department and Golden harmless from all claims, damages, loss, injury, cost and expense, including attorneys' fees resulting from or related to any negligent or intentional acts or omissions of OtterTail, its agents, employees, subcontractors and consultants, in its performance of the agreement. A copy of OtterTail's Certificate of Liability Insurance is provided as **Attachment B**.
8. **NO GUARANTEE BY THE HEALTH DEPARTMENT:** Golden acknowledges that although the objective of the IMM services to be performed within Golden's boundaries by OtterTail is to reduce the mosquito population and the consequent threat of transmission of West Nile Virus, the Health Department makes no guarantee as to the effectiveness of such IMM services in achieving such objective.
9. **ENTIRE AGREEMENT:** This writing constitutes the entire Intergovernmental Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

10. **NO WAIVER OF IMMUNITY:** No portion of this Intergovernmental Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Intergovernmental Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Intergovernmental Agreement.

11. **NO THIRD PARTY BENEFICIARY ENFORCEMENT:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Intergovernmental Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Intergovernmental Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Intergovernmental Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Intergovernmental Agreement shall be an incidental beneficiary only.

Signed by the parties' the 19th day of August, 2008.

Jefferson County Department of Health and Environment

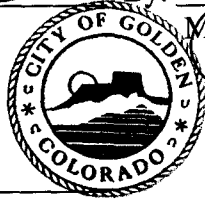
By: Bonnie M. Mundy Secretary to the Board of Health
By: Cathy Cuern President Board of Health

ATTEST: CITY OF GOLDEN, a municipal corporation of the STATE OF COLORADO

By: Jane S. B. B. B. B. City/Town Clerk
By: Jacob Smith Mayor

APPROVED AS TO FORM:

By: [Signature]
City Attorney



**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
MOSQUITO MANAGEMENT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into and effective as of the ____ day of _____, 2008, between the **JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT**, whose address is 1801 19th Street, Golden, CO 80401, hereinafter referred to as the "Health Department"; and the **CITY OF GOLDEN**, a municipal corporation of the State of Colorado, with its principal office located at 911 10th Street, Golden, CO, hereinafter referred to as "Golden."

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Signed by the parties' the _____ day of _____, 2008.

Jefferson County Department of Health and Environment

By: _____ By: _____
Secretary to the Board of Health President Board of Health

ATTEST: CITY OF GOLDEN, a municipal corporation of the STATE OF COLORADO

By: _____ By: _____
City/Town Clerk Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

PURCHASE OF SERVICES AGREEMENT

This PURCHASE OF SERVICES AGREEMENT ("Agreement") made this 1st day of June, 2008, by and between the Jefferson County Department of Health and Environment ("JCDHE") and OtterTail Environmental, Inc. ("Contractor"), whose address is 1045 N. Ford Street, Golden, CO 80403.

WHEREAS, the Contractor has been selected to provide mosquito control services; and

WHEREAS, the JCDHE wishes to retain the services of Contractor as an independent contractor and Contractor wishes to provide services to the JCDHE; and

WHEREAS, the JCDHE has authority to acquire the services described in this Agreement under the provisions of § 25-1-506, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the JCDHE and the Contractor agree as follows:

1. Scope of Services. The Contractor shall perform in a satisfactory and proper manner, as determined by the JCDHE, the services identified in the "Scope of Services, General Description and Specifications", attached to and incorporated in this Agreement by reference as "Exhibit A."

2. Time of Performance. Services of the Contractor shall commence on the 1st day of June, 2008 and shall be completed by the 31st day of December, 2008.

3. Compensation Appropriation. The amount to be expended pursuant to this Agreement shall not exceed Two Hundred Thirty Four Thousand Three Hundred Thirty Dollars (\$234,330), which amount shall constitute the contract amount. Such amount may be altered by mutual written consent of parties.

A. JCDHE will reimburse the Contractor on a monthly basis as services are provided, documented, and invoiced by Contractor. Contractor services will be documented in the form proscribed by JCDHE and are subject to JCDHE approval prior to authorization for payment. The final payment will be made after the completion by Contractor and acceptance by JCDHE of all contract requirements.

B. Contractor shall submit a monthly invoice and supporting required documentation to JCDHE by the 5th of the following month of service. Failure to submit billing information in a timely manner and correct format shall result in non-payment of invoice.

C. Contractor shall be reimbursed within 14 days after receipt and approval of the invoice.

4. Warranty.

A. Contractor warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature and shall be of a quality acceptable to JCDHE.

B. Unless otherwise provided herein, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and JCDHE's mission of protecting public health and the environment.

5. Non Appropriation. The payment of JCDHE's obligations hereunder in the fiscal years subsequent to the Agreement period is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of the execution of this Agreement, this Agreement shall terminate. JCDHE's fiscal year is the calendar year.

6. Records, Reports, and Information. At such times and in such forms as the JCDHE may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the JCDHE. Except as otherwise authorized by the JCDHE, Contractor shall maintain such records for a period of three (3) years after receipt of final payment under this Agreement.

7. Audits and Inspections. At any time during normal business hours and as often as the JCDHE may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. Contractor shall permit the JCDHE to audit, examine, copy, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The JCDHE may call for a certified, independent audit to be performed, at Contractor's expense, by a mutually agreed upon auditor.

8. Independent Contractor.

A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the JCDHE.

B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's

Compensation Benefits or any other benefit of employment with Jefferson County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

C. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the JCDHE. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

8. No Assignment. The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the JCDHE.

9. Illegal Aliens - Public Contracts.

A. The Contractor (entity or sole proprietor) shall execute the certification attached hereto as "Exhibit B", in conformance with the provisions of § 8-17.5-102(1) and § 24-76.5-101, C.R.S., as amended.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

C. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) Notify the subcontractor and the JCDHE within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1), above, the subcontractor does not stop employing or contracting with the illegal alien: except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

E. Notwithstanding any other provision of this public contract, if the Contractor violates any provision of this paragraph, the JCDHE may terminate this public contract and the Contractor shall be liable for all actual and consequential damages resulting from that termination.

F. Except where exempted by federal law and, except as provided in § 24-76.5-103(3), C.R.S., as amended, the Contractor receiving Jefferson County funds under this public contract must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to §24-76.5-103(4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract. If the Contractor has verified that the County has accomplished such confirmation prior to the effective date of this public contract, the Contractor is relieved of responsibility under this paragraph.

10. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

11. Indemnification. The Contractor agrees to indemnify and hold harmless the JCDHE, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

12. Insurance. The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the JCDHE, until expiration of the agreement the following insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance: Combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractor, and contractual liability.

Worker's Compensation and Employer's Liability and Occupational Disease Coverage in accordance with Colorado law or the law of the state in which the Contractor is a resident or the firm is registered.

Comprehensive Automobile Liability Insurance, including coverage for all, owned, non-owned and rented vehicles with \$1,000,000 combined single limit for each occurrence.

JCDHE shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice

to JCDHE. Certificates of insurance shall be delivered to JCDHE within fifteen (15) days of execution of the Agreement.

Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion.

Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the JCDHE at the time originals of this Agreement, executed by the Contractor, are delivered to the JCDHE's Representative, identified below, for execution by the JCDHE. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the JCDHE. All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the JCDHE and filed with and approved by the Colorado Department of Insurance.

13. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the JCDHE under this Agreement shall belong exclusively to the JCDHE and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the JCDHE the ownership of the copyright in the deliverable items, and the JCDHE shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the JCDHE or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the JCDHE an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

14. Termination for Cause. If the Contractor or the JCDHE fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the JCDHE may withhold payments due under Paragraph 3, above, for the purpose of set-off until such time as the exact amount of damages due the JCDHE from the Contractor is determined.

15. Modifications. This Agreement may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by the JCDHE and the Contractor.

16. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either the JCDHE or Contractor

institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Jefferson County, Colorado.

17. Severability. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

18. Notices. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

JCDHE Representative:

JCDHE
Dr. James Dale
1801 19th Street
Golden, CO 80401

Contractor:

OTTERTAIL ENVIRONMENTAL
ED FLEMING
1045 N. FORD ST.
GOLDEN, CO 80403

19. Headings. Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

20. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

21. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the JCDHE or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

22. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

23. Integration of Understanding. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the JCDHE or the Contractor.

IN WITNESS WHEREOF, the JCDHE and the Contractor have duly executed this Agreement as of 6-17-08 to be effective as of the date first shown above.

Jefferson County Department of Health and Environment

Contractor: Otter Tail Environmental, Inc

By: Cathy Corcoran
Cathy Corcoran, President
Board of Health

By: Ed Fleming
Ed Fleming, President

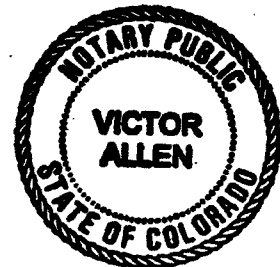
ATTEST: Bonnie McNulty
By: Bonnie McNulty, Secretary
Board of Health

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 14th day of June, 2008, by Ed Fleming as contractor of Jefferson County Department of Health and Environment.

My commissioner expires: 08/25/2009

Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____ as _____ of _____

My commissioner expires: _____

Notary Public

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
2008 INTEGRATED MOSQUITO MANAGEMENT SERVICES
Service Agreement: SCOPE OF WORK
(05/30/08 revision)

GENERAL DESCRIPTION AND SPECIFICATIONS

GENERAL DESCRIPTION

The service provider shall conduct an Integrated Mosquito Management (IMM) Program for Jefferson County Department of Health and Environment (JDCHE) during the spring, summer and fall of 2008. This program will be designed and implemented to control the spread of the West Nile Virus (WNV) and other mosquito-borne diseases such as Western Equine Encephalitis (WEE) by reducing the number of disease causing mosquitoes.

The service provider shall employ established IMM principles and practices to reduce the numbers of all mosquitoes including disease causing mosquitoes in Jefferson County. These principles and practices include: identification and classification of mosquito breeding habitat, surveillance of adult and larval mosquitoes, larval mosquito control (application of larvicides, source reduction, and/or biologic controls), and public education and outreach. Adulticiding - the killing of adult mosquitoes through aerial sprays and fogging - is not anticipated but the service provider shall maintain the capabilities to implement, manage, and/or provide properly trained staff and supervisors to conduct adulticiding if requested by JCDHE to do so.

The service provider shall provide the following IMM services within the service area:

- A. Adult Mosquito Surveillance
- B. Larval Mosquito Surveillance and Control
- C. Public Education
- D. Reporting
- E. Record Keeping
- F. Adult Mosquito Control Service Coordination
- G. Department Employee Training
- H. Board of Health Appearances

The service provider shall follow all applicable and appropriate Federal, State, and Local rules and regulations such as EPA, OSHA, FIFRA and the like pertaining to the implementation of the IMM services provided by the service provider in this Scope of Work.

The service area is generally described as the "plains" area of Jefferson County Colorado and consists of approximately 170 square miles. Specific requirements pertaining to the service area, the services to be provided, term of the contract, and the work products are described in the Specifications section of this Scope of Work.

PURCHASE OF
SERVICE AGREEMENT

EXHIBIT A
JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
2008 INTEGRATED MOSQUITO MANAGEMENT SERVICES
Service Agreement: SCOPE OF WORK
(05/30/08 revision)

SPECIFICATIONS

I. SERVICE AREA

The service area is generally described as the "plains" area of Jefferson County bounded by Broomfield County on the north, Chatfield State Park on the south, Sheridan Boulevard on the east, and the Hogback on the west. The 2008 Integrated Mosquito Management (IMM) Service Area Map (Attachment A) illustrates the service area and the known potential larval development (PLD) sites. A summary of the service area is provided in the table below.

<u>Area / Municipality</u>	<u>Square Miles</u>
Unincorporated Jefferson County	77.0
Edgewater	0.7
Lakeside	0.3
Littleton	0.6
Morrison	1.2
Mountain View	0.1
Golden	9.3
Wheat Ridge	9.5
Lakewood	43.0
Bow Mar	0.3
Arvada	27.5
Total Square Miles:	169.5

II. SERVICES TO BE PROVIDED

A. Adult Mosquito Surveillance

1. The service provider shall provide all supplies, equipment and personnel to operate and maintain:
 - a) Sixteen (16) CDC light traps at various sites selected with the concurrence of JCDHE within the service area. These traps shall be operated one night per week on the same day of the week for a period of 13 weeks from June 2, 2008 to August 31, 2008.
 - b) Nine (9) gravid traps at sites selected with the concurrence of JCDHE within the service area. The gravid trap sites may or may not coincide with the CDC light trap sites identified in paragraph a) above. These traps shall be operated one night per week on the same day of the week for a period of 13 weeks from June 2, 2008 to August 31, 2008.

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- c) Five (5) traps, included in paragraphs A, 1, a & b above, a second night each week during the period of June 23, 2008 through August 15, 2008 as part of the Mosquito Sentinel Program in accordance with state guidelines. The Mosquito Sentinel Program trap locations will be designated by JCDHE in collaboration with the service provider.
 2. If for any reason, such as inclement weather, any of the trap nights described in paragraph a, b, and/or c above is cancelled, the service provider shall notify JCDHE immediately. JCDHE may require the service provider to reschedule the cancelled trap night as conditions allow.
 3. After each trap night the service provider shall collect, identify, speciate, and count all trapped mosquitoes by methods recognized by CDC and/or the Colorado Department of Public Health and Environment (CDPHE) and report this information to JCDHE at least once per week.
 4. All mosquito trapping activities including the submission of mosquito pool specimens shall be conducted in accordance with the protocols established in the current CDPHE Mosquito Surveillance Plan. A copy of the most recent CDPHE Mosquito Surveillance Plan and West Nile Virus Mosquito Sentinel Site Guidelines are provided in Attachment B and C respectively. CDPHE updates or changes to these plans will provided by JCDHE to the service provider.
 5. The service provider shall assume all liability for the placement and operation of any and all equipment. JCDHE shall not be responsible for any lost, damaged or stolen traps and/or equipment.
 6. The service provider shall maintain a toll-free (in Colorado) telephone line and shall accept calls from the public reporting mosquito problems and/or standing, stagnant water in the service area that may indicate the presence of PLD sites. The service provider shall maintain a log of calls received and shall summarize call activity in weekly and annual reports.
- B. Larval Mosquito Surveillance and Control:** The primary and priority focus of larval control will be for those mosquitoes competent to transmit diseases such as WNV. All mosquito complaints shall be thoroughly investigated and larval control implemented based a balanced evaluation of risk associated with concurrent infestation with mosquitoes presenting a public health problem and impact on quality of life in the community.

Initial Inspection of PLD Sites: By June 23, 2008 the service provider shall conduct an initial inspection of all known PLD sites within the service area. At the end of the 2007 IMM season there were approximately 630 known PLD sites contained in the 170 square mile service area. The 2008 IMM service area and

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known PLD sites are identified on the Jefferson County Integrated Mosquito Management Service Area Map (Attachment A).

The purpose of the initial PLD inspection is to classify each PLD site as "targeted" or "non-breeding". Targeted PLD sites are those sites which have the highest potential for mosquito breeding. The remaining sites shall be classified as non-breeding PLD sites or removed from the list of PLD sites if the site no longer has the potential to breed mosquitoes. Any new PLD sites identified during the initial inspection of PLD sites shall be added to the list of PLD sites and shall be classified as "targeted" or "non-breeding".

On or before June 30, 2008 the service provider shall provide an updated list, based on the previous end-of-season PLD inventory, of all PLD sites and their classification. The list shall include the service provider's recommendations for additions, deletions, and/or revisions to the list of PLD sites.

1. Larval Mosquito Surveillance and Control: Upon completion and/or commensurate with the initial inspection of known PLD sites, the service provider shall commence the following routine PLD surveillance and larval control activities:

- a) Targeted sites shall be inspected at least once per week by visual observation and by dipping any standing water for mosquito larvae.
- b) Non-breeding sites shall be inspected based on changes in climatic conditions but at least once per month to determine if any changes have occurred that would warrant a re-evaluation of their status.
- c) Storm water structures shall be inspected based on environmental conditions that could promote the development of mosquito larva at such structures. Strategically located storm water structures (catch basins, detention ponds, storm water inlet boxes, and the like) shall be inspected at least once per week for the presence of mosquito larvae. The results of the storm water structure inspections shall be included in the weekly totals and year to date totals in the weekly reports.
- d) During the course of conducting IMM activities, identify any additional and/or new PLD sites by noting any areas of clogged ditches and streams, standing water, etc., and inspect and classify each additional and/or new PLD site as a targeted or non-breeding site. All additional and/or new PLD sites shall be mapped and recorded, regardless of their classification. Note such features as abandoned swimming pools, etc., which have the potential for supporting larval development, report these features to JCDHE, and work with local code enforcement officials to locate, identify, and apply the appropriate IMM measures to these sites.

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- e) Apply the appropriate federally approved larval control materials if it is determined that any PLD site in paragraphs a, b, c, and/or d above is producing mosquitoes and/or mosquito larvae. Larval control may include the application of materials such as but not limited to 180-day briquettes, 30-day residual pellets, granular larvicides, monomolecular oils, etc. and/or utilization of other recognized methods of larval control such as source reduction.
- f) Use the most appropriate method for larvicide distribution, such as hand application, backpack broadcasters, All Terrain Vehicle (ATV), etc.
- g) Maintain Material Safety Data (MSD) sheets for all products used and provide such information upon request to employees, the public, and/or JCDHE.
- h) As appropriate, conduct and document post-treatment quality control inspections within 24 to 48 hours to assure the larvae population has been controlled. If larvae are found, a second application of control material shall be applied. These activities shall be included in the weekly activity reports.
- i) Develop a method to contact private property land owners and obtain permission to enter property to conduct IMM activities. Entry onto private property shall be by prior authorization of the owner/agent.
- j) Maintain real-time documentation of all PLD site surveillance and larval control activity and enter real-time data into a JCDHE approved electronic database. An electronic copy of the database shall be provided to JCDHE on or before November 1, 2008 and/or upon the request of JCDHE.

C. Public Education

1. The service provider shall maintain a public education website providing general information on WNV and WEE, including basic disease information, tips for personal protection, information for homeowners on standing water, aerial spraying information (if appropriate), phone numbers to call, links to other websites, etc.
2. The service provider shall coordinate with JCDHE to provide printed public education information relating to WNV and/or WEE for the topics referenced in paragraph 1, above.
3. In the event that adulticiding or aerial spraying is to be performed, the service provider shall notify all residents in the area to be sprayed who are registered in the State of Colorado Pesticide Sensitive Registry. A minimum of 3

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attempts shall be made to reach these persons prior to the spraying or application. The Ultra Low Volume (ULV) insecticide application will be shut off in front of and upwind from sensitive resident's properties. The service provider shall maintain MSD sheets for all products used and shall provide such information upon request to employees, the public, and/or JCDHE. If adulticide spraying is required the service provider shall collaborate with JCDHE to coordinate the delivery of these services.

D. Record Keeping

The service provider shall maintain all records and documents pertaining to the services provided under this contract for a period of 3-years. By December 1, 2008 and/or upon the request of JCDHE, the service provider shall provide JCDHE with copies of any and all records and documents pertaining to the services provided under this contract in an electronic and/or hard copy format approved by JCDHE.

E. Reporting

1. **Weekly Report:** The service provider shall provide a weekly summary report of IMM service activities. Weekly reports shall include but not limited to:

- a) The total number of PLD site inspections and post-treatment quality control inspections performed and the number these inspections for each municipality and for the unincorporated area of the County.
- b) The number of larvicide applications, including products used and methods of dispersal.
- c) The number of mosquitoes caught in light and gravid trapping, including the number of the various Culex or other arboviral vector species.
- d) The number of inspectors used and the amount of time spent conducting contract work, reported as larval inspection time, mosquito trapping time, and office or support time.
- e) The number of complaints received, areas inspected because of those complaints, the findings of each inspection and actions taken.

2. **Annual Report:** By December 1, 2008 the service provider shall provide a draft of the annual report to JCDHE regarding all IMM service activities performed under this contract. By December 15, 2008 the service provider shall provide the final annual report. The report shall be provided in a format acceptable to JCDHE both electronically and in hard copy (5 copies) and shall include but not limited to:

- a) surveillance activities and findings,

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- b) total hours logged for each service activity by the service provider and its employees,
- c) total number of PLD sites inspected, total number of sites treated, total number of mosquito trap nights, etc.
- d) an end of season map that illustrates the PLD sites identified and inspected during the contract season,
- e) the GIS shape files or other electronic files used to create the PLD site map,
- f) a complete list of all PLD sites and their classification. The PLD list shall include the service provider's recommendations for additions, deletions, and/or revisions to the list of PLD sites.

F. Adult Mosquito Control Program Development and Coordination: In the event of a Public Health Emergency, the service provider shall assist JCDHE in the development of timely adult mosquito control programs, such as ground and/or aerial adulticide spraying. Adult mosquito control programs shall be conducted accordance with all state and federal requirements. The cost of this service and adult mosquito control programs are not included in this contract.

G. Department Employee Training: Upon request the service provider shall provide up to four (4) hours of training for Department employees.

H. Board of Health Appearances: Upon request the service provider shall appear before the Jefferson County Board of Health to provide updates and/or a year-end report on contract activities. Up to six Board of Health appearances may be requested by JCDHE.

III. WORK PRODUCTS

Any and all maps, reports, spreadsheets, databases, geographical information system (GIS) files, newsletters and other hard copy or electronic documents generated by the service provider in fulfillment of its obligations under this contract shall be the property of JCDHE, who shall have sole and complete discretion regarding their use and distribution. All work products shall be delivered to JCDHE in a mutually agreed upon hardcopy and/or electronic format suitable for including in reports and folders. The data and weekly reports will be furnished in standard 8 ½ by 11 inch paper. All reports will include the activity undertaken in each of the cities in the County. Delivery of the principal work products shall be provided according to the following delivery schedule.

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Work Product Delivery Schedule

Work Product	Delivery Date
Begin Larval Mosquito Surveillance and Control	June 2, 2008
Begin Adult Mosquito Surveillance	June 5, 2008
First Weekly Report	June 10, 2008
Complete Initial Inspection of PLD Sites	June 23, 2008
Provide updated list of PLD sites and their classification	June 30, 2008
End Adult Mosquito Surveillance	August 31, 2008
End Larval Mosquito Surveillance and Control	September 30, 2008
Last Weekly Report	October 7, 2008
Electronic database with raw data dealing with the larval surveillance and control activities	November 1, 2008
Copy of records, documents, and maps pertaining to 2008 IMM services under this contract	December 1, 2008
First draft Annual Report	December 1, 2008
Final Annual Report	December 15, 2008

ACRONYMS

Acronym Definition

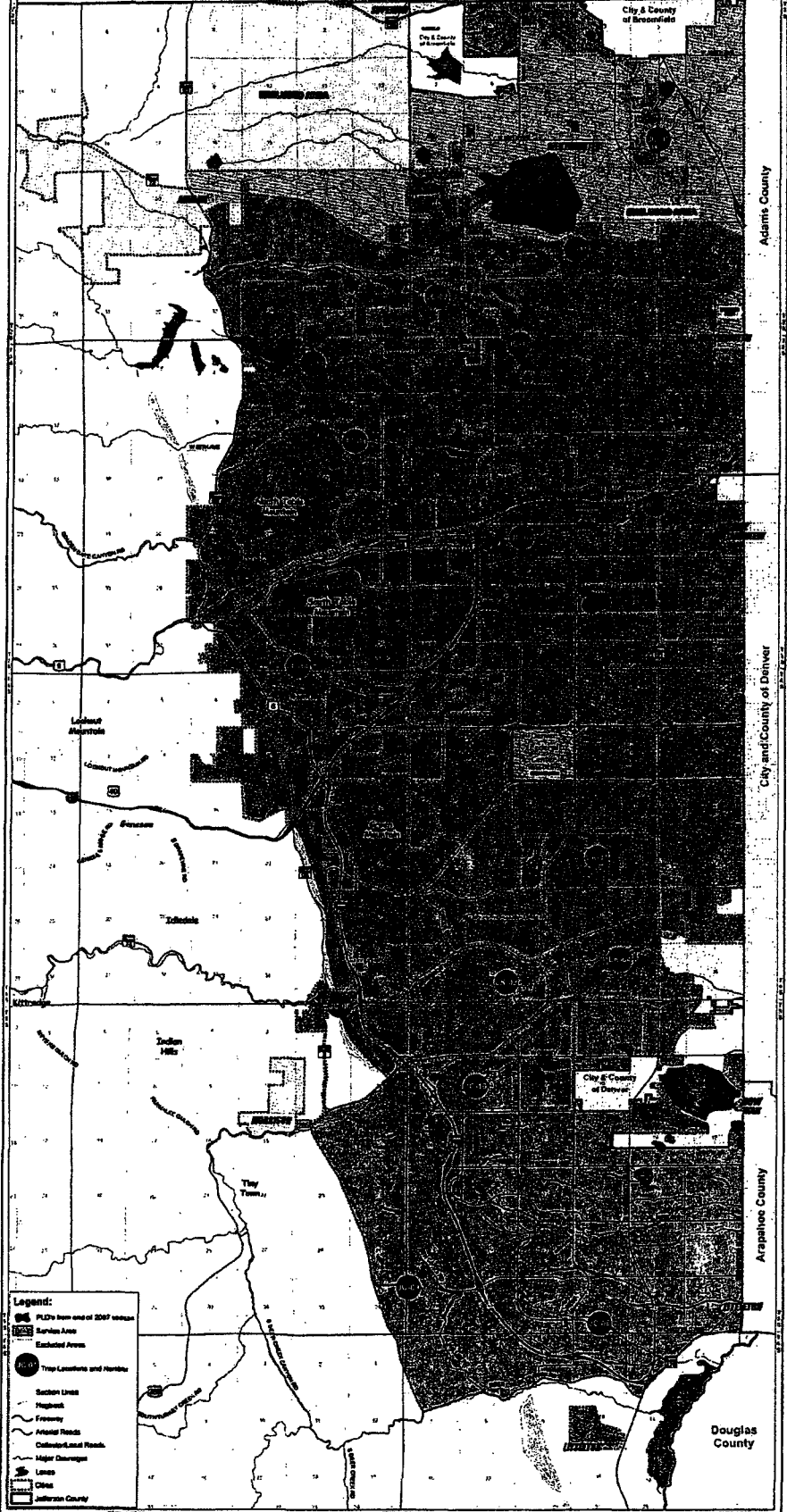
CDC	Centers for Disease Control and Prevention
CDPHE	Colorado Department of Public Health and Environment and its employees
GIS	Geographical Information Systems
IMM	Integrated Mosquito Management
JCDHE	Jefferson County Department of Health and Environment and its employees
MSD	Material Safety Data
PLD	Potential Larval Development
WEE	Western Equine Encephalitis
WNV	West Nile Virus

ATTACHMENTS

- A: Jefferson County 2008 IMM Service Contract Area Map
- B: CDPHE Mosquito Surveillance Plan (most current version)
- C: CDPHE WNV Mosquito Sentinel Guidelines (most current version)

2008 Integrated Mosquito Management Service Area Map

Attachment A



- Legend:**
- PUDs from end of 2007 service area
 - Northern Area
 - Eastern Area
 - Three Counties and Number
 - Section Lines
 - Freeway
 - Arterial Road
 - Collector and Feeder
 - Major Drainage
 - Lakes
 - Cities
 - Jefferson County



Stateplane Coordinate System
 Colorado Central Zone
 Datum: NAD83
 January 29, 2008
 Inch

Jefferson County Planning & Zoning
 100 Jefferson County Parkway
 Suite 3550
 Golden, CO 80419
 303.271.8700

City & County of Broomfield
 City & County of Aurora
 City & County of Denver
 City & County of Douglas
 City and County of Denver
 Arapahoe County
 Adams County



Colorado Department
of Public Health
and Environment

2005 Mosquito Surveillance Plan

3/23/05

A. Introduction:

Mosquito trapping and testing data provide both qualitative and quantitative information on arbovirus activity and potential human risk in an area. Advances in testing mosquito pools and calculation of minimum infection rates allow an integrated system based on mosquito surveillance to comprise a large part of the arbovirus surveillance strategy. Testing will focus on *Culex* species of mosquitoes, as these are the primary human vectors.

B. Plan Description:

Mosquito testing this season will remain essentially unchanged from 2004. It will again have a three-tiered approach utilizing, once again, *sentinel*, *floater*, and *permanent* mosquito trap sites. *Sentinel* sites (see attached *Mosquito Sentinel Site Guidelines*) will act as a longitudinal system to replace chicken flocks, provide population data based on a consistent trapping protocol, and allow testing for the three arboviruses present in Colorado (Western equine, St Louis, and West Nile). *Permanent* traps are the long-term mosquito trap sites that local surveillance / control operations maintain at their own discretion, above and beyond the sentinel sites agreed to by CDPHE. *Floater* traps are those that are deployed based on current surveillance data such as positive birds and horses or human cases to provide local risk assessment, and to support local control and prevention decisions.

Sentinel Traps

Unlike sentinel chicken flocks, whose sole purpose as a surveillance tool was to detect the presence of mosquito borne viruses, mosquito sentinel sites will also provide temporal mosquito population data, species make-up, and infection rate data. In addition, the long-term baseline data that will be collected, using a standardized trapping and testing protocol, can be used to accurately compare year-to-year changes in mosquito populations. It is hoped that this approach can be sustained and provide a long-term surveillance system for arbovirus activity into the future.

Mosquitoes will be collected at the sentinel sites weekly and all pools of *Culex* species will be tested for WNV using RT-PCR. A sample of submitted pools will also be tested for Western Equine Encephalitis (WEE) and St. Louis Encephalitis (SLE) viruses. This will permit accurate mosquito infection rates to be calculated. The number of sentinel mosquito trap sites will increase slightly (21 sites) from last season (15 sites) to upgrade the level of coverage across the state. As was the case last season, the selection of *sentinel* sites will

Attachment B

be determined by geographic location and the willingness of the local health agency, MAD, etc. to assume the responsibilities of maintaining a site during this and subsequent years.

Floater Mosquito Traps

“Floater” mosquito trap testing will integrate the qualitative virus data collected from dead birds, horse and human cases with the quantitative data mosquito trapping can provide. Local agencies will decide the need for trapping in their area, which should be driven by positive virus findings using other surveillance tools (positive dead birds or horses). These trap site locations are expected to change from year to year based on local surveillance needs.

Permanent Mosquito Traps

The third category of mosquito trapping includes *permanent* mosquito trap sites that local organizations and agencies operate and maintain, usually to monitor nuisance mosquito populations. The testing of Culex pools collected from these traps depends largely upon the conditions that exist at that site. Sampling and testing criteria will be discussed below (see C. 3. c. *Mosquito testing criteria*).

Surveillance Dates to Remember

Dead bird and mosquito surveillance activities will commence **May 1st**. Initial testing will focus on dead birds as they will be a more sensitive indicator of virus activity early in the season when mosquito populations and infection rates are low. Once virus is detected in an area, mosquito testing should be used to assess the level of risk for human transmission. Dead bird testing should be limited to no more than two or three WNV+ birds from the same area (i.e., approx. 5 mi² area or 1.25 mi. radius). Further bird testing does not provide additional information and expends limited lab resources. **Unlike last season however, corvid bird specimens meeting sampling criteria will be accepted beyond the July 1st deadline date for bird testing if no other WNV + birds or other surveillance tool indicates virus activity in that area.**

All Culex spp. mosquito pools from **sentinel** trap sites will be tested using RT-PCR at the CDPHE/LSD lab in Denver. However, mosquito pools from **sentinel** traps in Moffat, Mesa, and Delta counties will be sent to and tested at the regional laboratory in Grand Junction.

Prior to July 1st, Culex mosquito pools from *floater and permanent* traps should be tested at the CDPHE Laboratory Services Division (LSD) using RT-PCR because of its greater sensitivity.

Zone Trapping: During this early trapping period (May 1st to July 1st), in an effort to stretch diagnostic resources, surveillance participants are strongly encouraged to “*zone*” trap their **floater** and **permanent** trap captures. That is, co-mingle, by species, Culex mosquito captures from several floater or permanent traps in a general geographic area to increase the size of pools being tested. Because early season Culex numbers are not expected to be very high until later in the season, pooling captures from several traps will reduce the number of small mosquito pools that use the same test as would a pool of 50

Attachment B

mosquitoes. If a positive, co-mingled pool is detected, subsequent collections specific to a trap may be submitted in order to determine which trap the positive pool came from. **After July 1st**, when expanding *Culex* mosquito populations and increasing infection rates should offset the lower sensitivity of VecTest®, mosquitoes from these floater and permanent traps will be tested by VecTest® at the six regional laboratories. If WEE or SLE activity is observed, regional labs will be provided with multi-antigen VecTest® kits valid for all three viruses.

Participants in the surveillance program are encouraged to use limited mosquito testing resources responsibly. At this time there will be no testing quota assigned to each county. Depending on the intensity of virus activity that is detected, the risk of human exposure, planned control efforts, etc., diagnostic resources may be diverted to where they are needed most. Regional epidemiologists and CDPHE will be monitoring diagnostic resource usage, suggesting where testing is needed and curtailing usage when it's appropriate based on virus activity and the resources that are available for that region or county.

C. Plan Criteria:

1. Sentinel Mosquito Trap Sites:

a. Obligations:

- 1) Trapping Schedule: weekly from early May through September. In 2005, it is recommended that a trapping frequency of one night per week be observed, adding additional nights if needed due to inclement weather.
- 2) Each site will consist of 2 CDC CO² baited, light traps and one gravid trap.
- 3) Traps shall be properly maintained and baited appropriately (i.e., dry ice for light traps and straw-manure infusion for gravid traps). See "Mosquito Trapping and Handling Protocol" dated 4/29/04.
- 4) Accurate records maintained (date, # trap nights, # mosquitoes by species, *Culex* population density, weather conditions, etc.)
- 5) **Weekly** submission of *Culex* mosquito pools and data to LSD in Denver or if the pools are from Mesa, Delta, and Moffat counties, pools should be sent to the regional lab in Grand Junction.
- 6) Calculation of Infection Rates

b. Site considerations:

- 1) Care should be used in selecting a sentinel trap site so they do not have to be moved to insure continuity of data. Site should be stable and easily accessible.
- 2) Site has a history of significant *Culex* mosquito activity and close proximity to appropriate *Culex* breeding habitat
- 3) Close proximity to human populations
- 4) Availability of resting sites and protection from wind (e.g., culverts, fences, shrubbery, trees, sheds, etc.)
- 5) Away from competing sources of light (light traps) or oviposition sites (gravid traps).
- 6) Avoid areas where heavy, regular adult mosquito and/or insect control are performed.
- 7) History of past arbovirus activity.

Note: "*Sentinel*" trap sites should remain at the same site each season; however, traps can be moved within a general area (< 0.5 mile) of similar habitat in order

Attachment B

to improve trap performance and are not required to hang from the same tree week after week.

- c. Mosquito pooling suggestions:
 - 1) Sorted *Culex* mosquitoes of the same species from the two light traps can be co-mingled into common pools.
 - 2) Sorted mosquitoes from the gravid traps **cannot** be co-mingled with the same species from light traps. They must remain segregated in separate pools.
Note: to calculate mosquito population density, take the total number of captured mosquitoes, by species, and divide by the number of trap nights.

2. Floater Mosquito Traps

- a. Location preferences: same as above, except that a confirmed, infected dead bird, horse, and/or human case has been reported in the area.
- b. Deployment considerations:
 - 1) Surveillance data will be used to support mosquito control activities .
 - 2) Trap(s) deployed for a minimum of two (2) weeks.
 - 3) Trap(s) operated a minimum of one night per week, adjusted to allow for inclement weather.
 - 4) Traps properly maintained and baited appropriately.
 - 5) Mosquito captures sorted and pooled. *Culex* species submitted to the appropriate regional lab or LSD lab for testing.
- c. Obligations:
 - 1) Trap data (e.g., trap nights, species, #'s, dates, *Culex* population density, weather conditions, etc.) maintained.
 - 2) Calculation of Infection Rates
 - 3) "**Zone Trapping**" see above.

3. Permanent Mosquito Traps

- a. Location preferences: same as those described for *sentinel* and *floater* traps.
- b. Deployment considerations: the selected location has a history of trapping at that site.
- c. Mosquito testing criteria:
 - 1) Many permanent traps have an established history and have collected an abundance of mosquito data over the years, but often have been deployed as a result of nuisance mosquito monitoring as opposed to arbovirus activity in which case, nuisance mosquito species will not be tested at this time
 - 2) *Culex* mosquitoes from permanent traps should be tested if the site is within 1.25 mi. of a WNV+ bird, horse or human case, a sustained increase in the *Culex* mosquito population is noted, and/or the site provides the only arbovirus surveillance data for that area.
- c. Obligations:
 - 1) Trap data (e.g., trap nights, spp. #'s, dates, *Culex* population density, weather conditions, etc.) maintained.
 - 2) Calculation of Infection Rates
 - 3) "**Zone Trapping**" see above.



Colorado Department
of Public Health
and Environment

Attachment C

Mosquito Sentinel Site Guidelines

Sentinel Traps

Mosquito sentinel sites, in addition to virus detection, provide temporal mosquito population numbers, species make-up, and permit accurate mosquito infection rates to be calculated. The long-term baseline data that will be collected, with a standard trapping and testing protocol, can be used to accurately compare year-to-year changes. This approach will be evaluated as a long-term, sustainable sentinel system for arbovirus activity in future years.

Mosquitoes will be collected at the sentinel sites once a week and all *Culex* species tested for WNV using RT-PCR. A sample of submitted pools will also be tested for Western Equine Encephalitis (WEE) and St. Louis Encephalitis (SLE) viruses.

Scope of work

- 1) Trapping Schedule: weekly from early May through September. One night of trapping/week, adding a second night only if needed due to inclement weather or equipment malfunction. Agencies can decide which night per week to use although the same day should be used each week when possible.
- 2) Each site will consist of 2 CDC light traps and one gravid trap.
Note: Sorted captures from the light traps can be co-mingled by species up to 50 mosquitoes/pool. Light and gravid trap captures shall be segregated.
- 3) Traps properly maintained and baited appropriately (i.e., dry ice for light traps and straw-manure infusion for gravid traps).
- 4) Accurate records maintained (date, # mosquitoes by species, *Culex* population density, weather conditions)
- 3) Weekly submission of sorted *Culex* mosquito pools and data to the CDPHE
- 6) Calculation of infection rates

Site considerations

- 1) Care should be used in selecting a sentinel trap site so they do not have to be moved to insure continuity of data. Site should be stable, easily accessible.
- 2) Site has a history of significant *Culex* mosquito activity and close proximity to appropriate *Culex* breeding habitat. The goal is to catch a good sample of mosquitoes in the area.
- 3) Avoid areas where heavy, regular adult mosquito and/or insect control is performed..
- 4) Proximity to human populations.
- 5) Availability of resting sites and protection from wind (e.g., culverts, fences, shrubbery, trees, sheds, etc.)
- 6) Away from competing sources of light (light traps) or oviposition sites (gravid traps).
- 7) History of past arbovirus activity.

Note: trap sites should remain at the same site each season; however, traps can be moved within a general area (< 0.5 mile) of similar habitat in order to improve trap counts and are not required to hang from the same tree week after week.

**STATE OF COLORADO
CERTIFICATION AND AFFIDAVIT
REGARDING UNAUTHORIZED IMMIGRANTS**

A. CERTIFICATION STATEMENT [HB 06-1343]

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any unauthorized immigrants, through participation in the E-Verify Program, formerly referred to as the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b).
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for actual and consequential damages to the State.

B. AFFIDAVIT [HB 06S-1023]

4. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this 20th day of JUNE, 2008.

VENDOR: Otter Tail Environmental, Inc. 02-0695531
Vendor Full Legal Name FEIN or Social Security Number
BY: Ed Fleming President
Signature of Authorized Representative Title

Revised 11/27/07

PURCHASE OF
SERVICE AGREEMENT

EXHIBIT B

1 PAGE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2008

PRODUCER (303)740-9404 FAX (303)779-8376
Gaspar-Jones & Assoc., Inc.
7100 E. Bellevue #101
P.O. Box 4516
Greenwood Village, CO 80155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED OTTERTAIL ENVIRONMENTAL
1045 N FORD ST
GOLDEN, CO 80403

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Pinnacle Assurance Co	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR ADDL LTR. DISCR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	34SBAPC7671	06/23/2008	06/23/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	34SBAPC7671	06/23/2008	06/23/2009	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4072127	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The cities of Arvada, Golden, Littleton, Lakewood and Wheat Ridge are held harmless as per the insured contract.

* 10 day notice on non-payment

CERTIFICATE HOLDER

Jefferson County Dept of Health & Environment
Attn: Beth Lipscomb
1801 19th Street
Golden, CO 80401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Maureen Norejko

Maureen Norejko

ACORD 25 (2001/08) FAX: (303)271-5702

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IGA ATTACHMENT B

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