

RESOLUTION NO. 1580

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND THE JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT FOR A 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 OtterTail Environmental, Inc. to implement an integrated mosquito management program which will combat the threat of mosquito-borne transmission of West Nile Virus and other avoviral diseases within Jefferson County; and

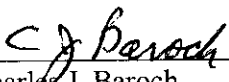
WHEREAS, the Jefferson County Department of Health and Environment shall upon the receipt of the IGA and payment of the service fee to Jefferson County, perform mosquito control management for designated areas within the City; and

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

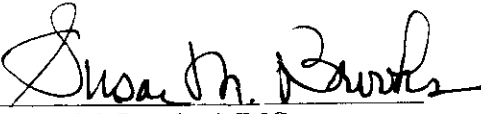
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The intergovernmental agreement between the City of Golden and the Jefferson County Department of Health and Environment for a cooperative mosquito management program is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

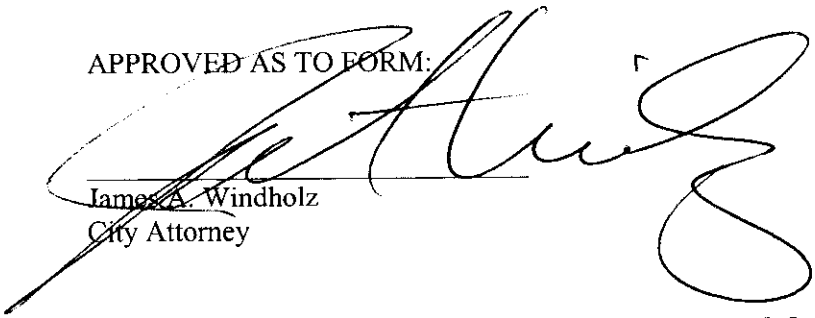
Adopted the 14th day of July, 2005.

  
\_\_\_\_\_  
Charles J. Baroch,  
Mayor

ATTEST:

  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

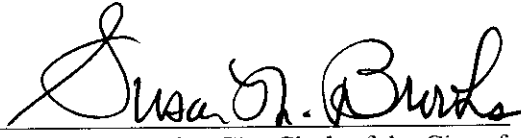
APPROVED AS TO FORM:

  
James A. Windholz  
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 meeting thereof held on the 14th day of July, A.D., 2005.

(SEAL)

ATTEST:

  
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 effective as of the 16<sup>th</sup> day of August, 2005, between the **JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT**, whose address is 1801 19<sup>th</sup> 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 St., Golden, CO, hereinafter referred to as "Municipality."

**WITNESSETH:**

**WHEREAS**, 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., ("Company") for Integrated Mosquito Management ("IMM") services within certain areas of Jefferson County, Colorado, during the year 2005; and

**WHEREAS**, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed April 19, 2005, a copy of which is attached hereto and incorporated herein as Exhibit A, and the area to receive IMM services is set forth in the Coverage Map, which is attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, for an additional price to be paid to Company by the Municipality through payment to the County, the Company through the direction of the Health Department will perform requested IMM services as outlined in PURCHASE OF SERVICES AGREEMENT as clarified in Exhibit C (which is attached hereto and incorporated herein) within the boundaries of Municipality; and

**WHEREAS**, the County has provided funds to the Health Department for the IMM services with the Company through a budget transfer and the Health Department will make payments to Company from such funds; 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 Municipality'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 BY COMPANY WITHIN MUNICIPALITY'S BOUNDARIES:** Upon the signing of this Intergovernmental Agreement by the parties hereto and the payment of the service fee by Municipality to the County as detailed in Paragraph 3, below, the Health Department shall direct

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**WITNESSETH:**

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**WHEREAS**, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed April 19, 2005, a copy of which is attached hereto and incorporated herein as Exhibit A, and the area to receive IMM services is set forth in the Coverage Map, which is attached hereto and incorporated herein as Exhibit B; and

**WHEREAS**, for an additional price to be paid to Company by the Municipality through payment to the County, the Company through the direction of the Health Department will perform requested IMM services as outlined in PURCHASE OF SERVICES AGREEMENT as clarified in Exhibit C (which is attached hereto and incorporated herein) within the boundaries of Municipality; and

**WHEREAS**, the County has provided funds to the Health Department for the IMM services with the Company through a budget transfer and the Health Department will make payments to Company from such funds; 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 Municipality'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 BY COMPANY WITHIN MUNICIPALITY'S BOUNDARIES:** Upon the signing of this Intergovernmental Agreement by the parties hereto and the payment of the service fee by Municipality to the County as detailed in Paragraph 3, below, the Health Department shall direct

Company to perform the IMM services set forth in Exhibit A within the areas within the Municipality's boundaries as shown on the Coverage Map (Exhibit B) as clarified in Exhibit C and direct the Company to perform responsibilities detailed in Exhibit A during the year 2005. The services and service fee do not include adulticide services. The Health Department will monitor the need for adulticiding and advise the County and all participating municipalities if an adulticide program is recommended.

2. **PROVISION OF IMM SERVICES BY MUNICIPALITY WITHIN MUNICIPALITY'S BOUNDARIES:** : The Municipality shall be responsible for providing public education of their citizens, advising JCDHE of IMM activities within their jurisdiction conducted by entities other than the Company on a semimonthly basis (Exhibit E), coordinating with JCDHE on IMM activities or concerns, and referring citizen complaints to the Company.
3. **PAYMENT OF SERVICE FEE:** Municipality agrees to pay to the County, Five Thousand Two Hundred Fifty-six Dollars and 00/100 (\$5,256.00) to reimburse the County for a portion of the IMM services to be performed by Company within Municipality's boundaries during the year 2005. Municipality shall pay the County within seven days after execution of this Intergovernmental Agreement by the last party. The payment shall be sent to Jefferson County Department of Health and Environment (with a notation re: West Nile IGA) at 1801 19<sup>th</sup> Street, Golden Colorado 80401.
4. **MONITORING OF THE WORK OF COMPANY AND OTHER PROVISION OF SERVICES:** Staff from the Health Department shall be responsible for monitoring the work of Company and the Municipality to ensure that the IMM services detailed in paragraph 2 above and in Exhibit A and Exhibit B and as clarified in Exhibit C, are fulfilled during the year 2005 within Municipality's boundaries. Furthermore the Health Department will be responsible for coordinating between the Company and Municipality, providing public education and reporting on the status of mosquito-borne diseases and vector control. Notice and contact shall be through Dr. James Dale, Jefferson County Department of Health and Environment, 1801 19<sup>th</sup> Street, Golden, Colorado, 80401; PHONE: 303-271- 5718; FAX: 303-271-5702; EMAIL: [jdale@jeffco.us](mailto:jdale@jeffco.us) .
5. **AGREEMENT BY THE HEALTH DEPARTMENT TO PAY FOR IMM SERVICES TO BE PERFORMED BY COMPANY WITHIN THE UNINCORPORATED AREA SHOWN ON THE COVERAGE MAP (Exhibit B):** The Health Department shall pay for and direct Company to perform the IMM services set forth in Exhibit A during 2005 within the unincorporated area as shown on Coverage Map (Exhibit B).

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, 2005.
7. **LIABILITY INSURANCE COVERAGE/INDEMNITY/WARRANTY:** As described in paragraphs 5 and 6 of the PURCHASE OF SERVICES AGREEMENT, the contractor will maintain Liability Insurance coverage and will hereby indemnify and hold JCDHE 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 the Contractor, its agents, employees, subcontractors and consultants, in its performance of the agreement. Also see Exhibit D.
8. **NO GUARANTEE BY THE HEALTH DEPARTMENT:** Municipality acknowledges that although the goal of the IMM services to be performed within Municipality's boundaries by the Company is to reduce the mosquito population and 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 goal.
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 16th day of August, 2005.

Jefferson County Department of Health and Environment

By: *Bonnie M. Gault*  
Secretary to the Board of Health

By: *Cathy Crocker*  
President Board of Health

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

By: *Susan D. Brooks*  
City/Town Clerk

By: *J. Barock*  
Mayor

## PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT dated for reference purposes only the 15th day of March, 2005, is made and entered into by and between the **Jefferson County Department of Health and Environment**, 1801 19<sup>th</sup> Street, Golden, CO 80401, hereinafter referred to as "JCDHE", and **OtterTail Environmental, Inc.**, 1045 N. Ford Street, Golden, CO 80401, hereinafter referred to as "Contractor."

### WITNESSETH

WHEREAS, JCDHE is interested in contracting with a professional to provide integrated mosquito management services; and

WHEREAS, the Contractor desires to provide those services to JCDHE,

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

#### 1. TERM

This Agreement shall be in effect for the period March 15, 2005 through December 31, 2005.

#### 2. RESPONSIBILITIES: The Contractor shall provide the following Integrated Mosquito Management (IMM) services as detailed below:

- Surveillance and Monitoring
- Larval Mosquito Surveillance and Control
- Public Education and Other Services
- Public Health Emergency and Adulticiding Assistance
- Reports and Record Keeping
- Areas to be served

##### a. Surveillance and Monitoring:

i. Sentinel Surveillance: as directed by JCDHE, following the Colorado Department of Health and Environment (CDPHE) guidelines:

1. Supply, equip and operate one (1) Center for Disease Control and Prevention (CDC)-type mosquito light traps at the sentinel site designated by JCDHE.
2. Supply, equip and operate two (2) gravid-type traps at the sentinel site designated by JCDHE.
3. Maintain and operate traps. The JCDHE shall not be responsible for any lost,

Exhibit A



damaged or stolen traps.

4. Identify, speciate, and count all trapped mosquitoes by methods recognized by CDC and report this information to JCDHE at least once per week in an electronic format.
5. Submit appropriately speciated mosquitoes per CDPHE guidelines to the state laboratory for viral testing.
6. The period of performance shall be on or about May 15, 2005 through September 30, 2005.

ii. Routine surveillance: as directed by JCDHE :

1. Supply, equip and operate a minimum of sixteen (16) CDC-type mosquito light traps at sites selected/approved by JCDHE within the contract area. Light traps shall be operated one night per week. Trap nights cancelled due to inclement weather or other circumstances may be waived or required by the JCDHE.
2. Supply, equip and operate a minimum of nine (9) gravid-type traps at sites selected/approved by JCDHE within the contract area. Gravid traps shall be operated one night per week. Trap nights cancelled due to inclement weather or other circumstances may be waived or required by JCDHE.
3. Maintain and operate traps. The JCDHE shall not be responsible for any lost, damaged or stolen traps.
4. Identify, speciate, and count all trapped mosquitoes by methods recognized by CDC and report this information to JCDHE at least once per week in an electronic format.
5. Collect dead birds and/or small mammal species for submission for viral testing per CDPHE guidelines and submit them to the state laboratory if requested by JCDHE. Contractor shall provide appropriate Personal Protective Equipment for their employees performing this function.
6. The period of performance shall be on or about June 1, 2005 through September 30, 2005.

b. IMM Larval Mosquito Surveillance and Control

i. Potential Larval Development (PLD) Site Map

1. Use PLD maps of potential larval development sites provided by JCDHE.
2. Add new sites during the season as identified.

ii. PLD Site Surveillance:

1. Using the PLD map noted in paragraph Bi above, initially visit all previously (identified) PLD sites that have the potential to serve as mosquito-breeding locations. Based upon that PLD site visit, determine which sites have the highest potential for mosquito breeding (“targeted sites”) and those sites which are considered “non-breeding.”
2. Inspect non-breeding sites on no less than a monthly basis to determine if any changes have occurred that would warrant a re-evaluation of their status.
3. Inspect targeted sites at least once per week by visual observation and dipping any standing water for mosquito larvae.
4. Inspect a representative number of storm water catchment basins in the service area for the presence of mosquito larvae. If it is determined that certain basins are producing excessive numbers of mosquitoes, follow the larval control procedures outlined below.
5. Report PLD Site Surveillance activities and findings to JCDHE weekly. These summary reports shall include, but not limited to, site conditions, dip counts and the like, plus larval speciation and development status (instar) in an electronic format.

iii. Larval Control:

1. Use appropriate methods of larval control, including but not limited to, 180-day briquettes, 30-day residual pellets, granular larvicides, monomolecular oils, or other larval control agents approved by CDPHE or the US Environmental Protection Agency.
2. Use appropriate agents for the circumstances, maintain Material Safety Data Sheets (MSDS) for all products used, and provide such information to JCDHE and the public upon request.
3. Determine and use the most appropriate method for larvicide distribution, such as hand application, backpack broadcasters, ATV, etc.
4. Entry onto private property shall be by prior authorization of the owner / agent.
5. In the course of field work, note areas of clogged ditches and streams, neglected swimming pools, etc. that have the potential for larval development and provide such information to JCDHE. Work with local code enforcement officials to

provide the location and identification of these sites.

6. Report to JCDHE all locations where control measures were used, the type of measures used and the apparent results on a weekly basis in an electronic format.

c. Public Education and Other Services:

- i. Maintain a toll-free (in Colorado) telephone line and accept calls from the public in the contract area reporting mosquito problems or stagnant, standing water.
- ii. Provide the public with phone numbers to the Colorado Help line and/or JCDHE.
- iii. Upon request, provide an in-service training to JCDHE employees not to exceed four (4) hours.
- iv. Upon request, provide informational briefing(s) to the Board of Health covering ongoing and year-end activities.

d. Public Health Emergencies and Adulticiding:

- i. In the event that the Board of Health and the Board of County Commissioners declare a public health emergency, assist JCDHE with coordinating adulticiding or aerial spraying (Cost of adulticiding is not included in this contract).
- ii. In the event that adulticiding or aerial spraying is to be performed, notify all residents in the area to be sprayed as required by law to include those who are registered in the State of Colorado Pesticide Sensitive Registry. A minimum of 3 attempts shall be made to reach these registry persons prior to the spraying or application.
- iii. Collaborate with applicators to ensure that insecticide application will be shut off in front of and upwind from these properties of residents in the area who are registered in the State of Colorado Pesticide Sensitive Registry. Maintain records of applications to include shut-off. Maintain MSDS for all products used and shall provide such information upon request.

e. Reports and Record Keeping: Provide the following reports during the duration of the contract:

- i. Summary of weekly activities, including, but not limited to:
  1. light and gravid trapping
  2. inspections performed and sites visited
  3. larvicide applications
  4. public contacts made.
- ii. Upon request, provide for review daily field activity and inspection reports.

- iii. Within 60 days after the end of the contract period the contractor shall provide six (6) copies of a final written report summarizing all activities performed, and results achieved and a CD containing this report.
- f. Areas to be served with the exception of Trailmark, are outlined in the map at Attachment 1 and as detailed below:
  - o Unincorporated Jeffco            89.3
  - o Edgewater                            1.5
  - o Lakeside                              0.2
  - o Morrison                              1.0
  - o Mountain View                    0.1
  - o Golden                                 8.0
  - o Wheat Ridge                        9.0
  - o Littleton (Trailmark)            1.0
  - o Lakewood                            26.6
  - o Arvada                                 27.0
  - Total                            163.7**

Specific areas not included in the service area are outlined on the map at Attachment 1 and detailed below:

- o The 13 square miles of federal land.
- o Three square miles of Arvada immediately bordering the east side of Highway 93 at the request of the city.
- o An area in Lakewood of 16.4 square miles covered by a separate contract between the city and a vendor.
- o The 16.5 square miles of Westminster in Jefferson County covered by a separate contract between the city and a vendor.

3. COMPENSATION AND PAYMENT

- a. JCDHE will reimburse the Contractor a total of \$215,124 in 5 equal monthly payments starting in June 2005. Contractor services will be documented and approved prior to authorization for payment.
- b. Contractor shall submit a monthly invoice to JCDHE by the 5<sup>th</sup> 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 fourteen (14) days after receipt and approval of the invoice.

4. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES AND INSURANCE COVERAGE

- a. In performing services under this Agreement the Contractor is acting as an independent contractor

and not as an agent or employee of JCDHE.

- b. As an independent contractor, the Contractor is solely liable and responsible for maintaining worker's compensation insurance which complies with statutory requirements in the State of Colorado, unemployment insurance benefits, and the withholding and payment of any and all federal, state and local taxes applicable to the receipt of funds or other consideration by the Contractor under the terms of this Agreement.

5. INDEMNIFICATION

Contractor hereby indemnifies and holds JCDHE 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 the Contractor, its agents, employees, subcontractors and consultants, in its performance of this Agreement. This provision shall survive the termination of this Agreement.

6. INSURANCE

In performing services under this Agreement, the Consultant shall submit a certificate of insurance to JCDHE establishing the Consultant has professional liability and automobile liability insurance provided by an insurance carrier licensed to do business in the State of Colorado.

7. NON ASSIGNMENT

Neither this Agreement nor any interest therein, or any claim there under, shall be assigned by the Contractor to any third person without the prior written consent of JCDHE.

8. OFFICIALS NOT TO BENEFIT

No elected or employed member of JCDHE shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefor. The Contractor warrants that it has not retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay to any company or person, (other than a bona fide employee working for the Contractor), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to the Contractor. Upon learning of any breach or violation of this provision, JCDHE shall have the right to terminate this Agreement with no further liability or obligation for payment.

9. EMPLOYMENT OPPORTUNITY USE OF COLORADO LABOR, ILLEGAL ALIENS

The Contractor shall not refuse to hire, discharge, promote, demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age. The Contractor shall not knowingly employ unauthorized aliens to perform any portion of the Agreement and shall comply with the provisions of the Immigration Reform and Control Act of 1986.

10. NON-APPROPRIATION

The payment of JCDHE's obligations hereunder in the fiscal years subsequent to the Agreement period are 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.

11. STATUTES, REGULATIONS AND ORDINANCES

The Contractor shall observe and comply with federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or equipment used or the performance of the project and shall procure any and all necessary approvals, licenses and permits all at its own expense.

12. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be effected thereby and shall be enforced to the greatest extent permitted by law.

13. TERMINATION

Either party may terminate this agreement, without cause, by notice at least 15 days prior to the effective date of the notice, in writing to the other party, except that this agreement may be terminated immediately, with notice, for failure to perform. If terminated, final payment will be due within 15 days of the termination date, and will be based upon a proration of the fee due for that month through the date of termination, if it is a fixed rate contract. Such payment to be considered payment, in full, for services performed under this agreement. If it is a time and materials contract, the Contractor will be compensated for the time and materials through the date of termination.

14. ENTIRE AGREEMENT

This Agreement and Exhibits constitute the entire Agreement among the partners and all other and prior Agreements among the parties relating to such subject matter are hereby cancelled and superseded in their entireties. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of April 19, 2005 be effective as of March 15, 2005.

JEFFERSON COUNTY DEPARTMENT  
OF HEALTH AND ENVIRONMENT

OTTERTAIL ENVIRONMENTAL, INC.

*Cathy Corcoran*

*Ed Fleming*

Cathy Corcoran, President  
Board of Health

02-0695831

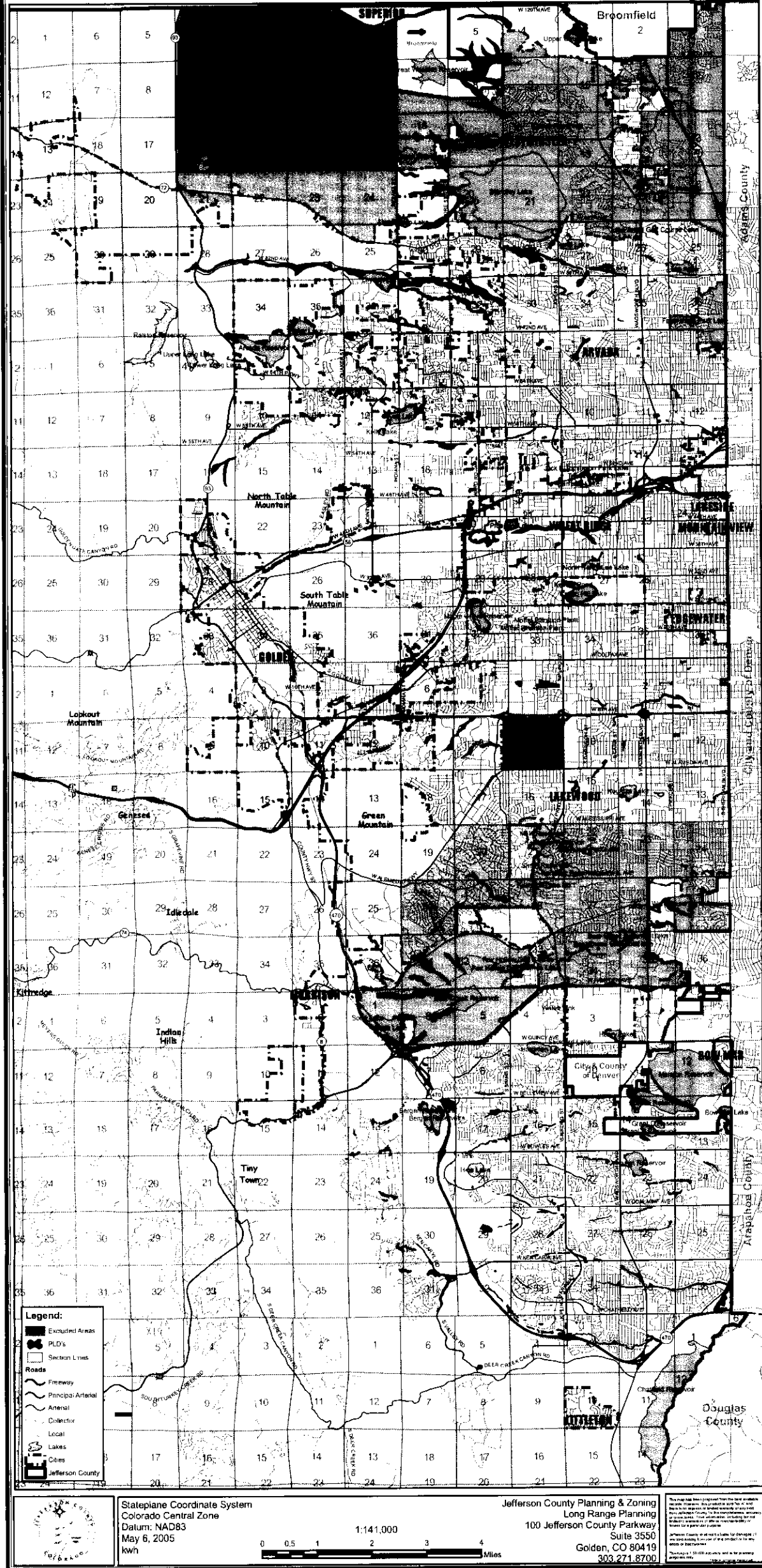
SSN / EIN

ATTEST:

*Bonnie McNulty*

By: Bonnie McNulty, Secretary  
Board of Health

# West Nile Virus Service Contract Areas



**Jefferson County Integrated Mosquito Management (IMM) Program – Areas Covered, Contracted areas and Contract amount.**

The attached map<sup>7</sup> details the areas covered in the contract, federal property, and areas provided services under separate contracts. For the purposes of the IGA, IMM services are provided for the areas listed below:

|                                   | <u>mi2</u>                |
|-----------------------------------|---------------------------|
| • Unincorporated Jefferson County | 89.3                      |
| • Edgewater                       | 1.5                       |
| • Lakeside                        | 0.2                       |
| • Morrison                        | 1                         |
| • Mountain View                   | 0.1                       |
| • Golden                          | 8.0                       |
| • Wheat Ridge                     | 9                         |
| • Lakewood                        | 40                        |
| • Westminster                     | 16.5                      |
| • Arvada                          | 30                        |
| • Littleton in Jeffco (Trailmark) | 1                         |
| • <b>TOTAL:</b>                   | <b>196.6 square miles</b> |

**Clarifications:**

- The 13 square miles of federal land are not included in the program.
- Three square miles of Arvada immediately bordering the east side of Highway 93 are not included in the program at the request of the city.
- An area in Lakewood of 16.4 square miles is not included in the county contract as it is covered by a separate contract between the city and a vendor.
- The 16.5 square miles of Westminster in Jefferson County is not included in the county contract as it is covered by a separate contract between the city and a vendor.

**Jefferson County contract area, total contract amount and rate per square mile:**

- **Contract area**
  - Unincorporated Jeffco 89.3
  - Edgewater 1.5
  - Lakeside 0.2
  - Morrison 1.0
  - Mountain View 0.1
  - Golden 8.0
  - Wheat Ridge 9.0

\* Exhibit B





**Jefferson County  
Department of Health  
and Environment**

*To create, promote & enhance  
health & vitality through  
innovation, collaboration  
and celebration*

**Administration**  
1801 19th Street  
Golden, CO 80401-1798  
Phone: 303-271-5700  
Fax: 303-271-1102

**Lakewood**  
260 South Kipling Street  
Lakewood, CO 80226  
Phone: 303-232-6701  
Fax: 303-239-0888

**Arvada**  
650 Wadsworth Bypass  
Arvada, CO 80003  
Phone: 303-278-7500  
Fax: 303-278-1903

**Conifer**  
10875 E. Skyway, 185  
Suite D207  
Mountain Resource Center  
Conifer, CO 80433  
Phone: 303-838-1188  
Fax: 303-838-1181

**Environmental Health**  
1801 19th Street  
Golden, CO 80401  
Phone: 303-271-1102  
Fax: 303-271-1150

**Edgewater WIC**  
1901 B. Shoshone Blvd.  
Edgewater, CO 80121  
Phone: 303-239-9850  
Fax: 303-239-9892

**Vital Records**  
300 Jefferson County Parkway  
Suite 1300  
Golden, CO 80401  
Phone: 303-271-6480  
Fax: 303-271-6451

*Public Health...  
Everyday, Everywhere,  
Everyone*

June 29, 2005

Mr. Michael Bestor, City Manager  
City of Golden  
911 10<sup>th</sup> Street  
Golden, CO 80401

Dear Mr. Bestor:

Re: IGA and insurance coverage for the city

Per request of another municipality, the Intergovernmental Agreement (IGA) for the Cooperative Mosquito Management Program, paragraph 7, is amended to read:

7. **LIABILITY INSURANCE  
COVERAGE/INDEMNITY/WARRANTY:** As described in paragraphs 5 and 6 of the PURCHASE OF SERVICES AGREEMENT, the *company* will maintain Liability Insurance coverage and will hereby indemnify and hold JCDHE *and the municipality* 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 the Contractor, its agents, employees, subcontractors and consultants, in its performance of the agreement. Also see Exhibit D *and attachment 1 to this letter.*

I believe this will more appropriately address the needs of the municipality. Please include this as Amendment 1 to our IGA in your deliberation and approval process.

Sincerely,

James E. Dale, DVM, MPH, MBA  
Director, Environmental Health Services

Attachments: Insurance Amendment



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/25/2005

PRODUCER (303)740-9404 FAX (303)779-8376  
Gaspar-Jones & Assoc., Inc.  
7100 E. Belleview #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                   | Pinnacol 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, THIS CERTIFICATE MAY BE ISSUED. MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|---|
| A              |       | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 34SBAPC7671   | 06/23/2004                       | 06/23/2005                        | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A              |       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | 34SBAPC7671   | 06/23/2004                       | 06/23/2005                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|                |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
|                |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |
| B              |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | 4072127       | 07/01/2004                       | 07/01/2005                        | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                |
|                |       | OTHER   |               |                                  |                                   |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\* 10 day notice on non-payment

## CERTIFICATE HOLDER

Jefferson County Dept of Health & Environment  
Attn: Jenni Springer  
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

## SEMI-MONTHLY IMM REPORT

1. Adult Mosquito Trapping results:
  - Number of trap nights
  - Numbers of mosquitoes per trap night by genus and species
2. Larval Mosquito Control:
  - Number of potential larval development sites inspected.
  - Number of larval development sites treated
  - Amount and type of larvicide applied