

RESOLUTION NO. 1683

**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 2006 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 aboviral 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 2006, in substantially the form as attached as Exhibit A is approved. The Mayor is authorized to execute the agreement on behalf of the City.

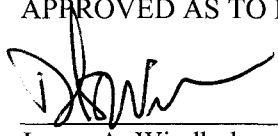
Adopted on the 25th day of May, 2006.


Charles J. Baroch, Mayor

ATTEST:


Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:


James A. Windholz
City Attorney

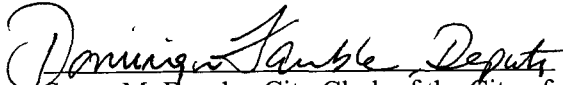
Resolution No. 1683

Page 2

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 25th day of May, A.D., 2006.

(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 25 day of May, 2006, 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 St., Golden, CO, hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, the objective of public health mosquito control is to prevent the mosquito-borne transmission of diseases to humans, livestock, and domestic pets, 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 2006; these services shall be provided to the County and Municipalities at a cost per square mile basis. The current understanding of the square miles to be covered is 9.3, and

WHEREAS, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed April 18, 2006, 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 Jefferson County Coverage Map, which is attached hereto and incorporated herein as **Attachment A to Exhibit A of Exhibit A**; and

WHEREAS, the Colorado Department of Public Health and Environment has developed general guidelines for the implementation of a mosquito control program for use throughout Colorado, a copy of which is attached in **Attachment B to Exhibit A of Exhibit A**; and

WHEREAS, for a 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 **Exhibit A of Exhibit A** 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 of Exhibit A*** within the areas within the Municipality's boundaries as shown on the Coverage Map (***Attachment A to Exhibit A of Exhibit A***) during the year 2006. 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 and approved by the Board of Health and Board of County Commissioners.
2. **PROVISION OF IMM SERVICES BY MUNICIPALITY WITHIN MUNICIPALITY'S BOUNDARIES:** : The Municipality shall be responsible for: designating a point of contact for communicating with the Health Department; providing public education of their citizens; coordinating with the Health Department on IMM activities or concerns; referring citizen complaints to the Company; and advising the Health Department by report of IMM activities conducted within their jurisdiction by entities other than the Company on a monthly basis on or before the 5th of the month effective July 2006 and ending October 2006. As a minimum the report shall address the number of larval development sites inspected, number of sites treated, and educational activities conducted by the contractor and/or the municipality. A copy of the contract(s) with entities other than the Company shall be attached to the July report (***Exhibit B, Report Form***). The report shall be sent to Jefferson County Department of Health and Environment (with a notation re: West Nile IGA Report) at 1801 19th Street, Golden Colorado 80401.
3. **PAYMENT OF SERVICE FEE:** Municipality agrees to pay to the County, 50/100 of the total municipal Service Agreement fee, six thousand four hundred sixty three dollars and 50/100 (\$6,463.50) to reimburse the County for a portion of the IMM services to be performed by Company within Municipality's boundaries during the year 2006. After execution of this Intergovernmental Agreement by the last party, municipality shall pay the County in three equal payments of two thousand one hundred fifty four dollars and 50/100(\$2,154.50) in July, August and September of 2006. The payment shall be sent to Jefferson County Department of Health and Environment (with a notation re: West Nile IGA) at 1801 19th 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 1 above and in *Exhibit A of Exhibit A* are fulfilled during the year 2006 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 19th Street, Golden, Colorado, 80401; PHONE: 303-271- 5718; FAX: 303-271-5702; EMAIL: 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 A, Attachment A):** The Health Department shall pay for and direct Company to perform the IMM services set forth in *Exhibit A of Exhibit A* during 2006 within the unincorporated area as shown on Coverage Map (*Attachment A to Exhibit A of Exhibit A*).
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, 2006.
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 the Health Department 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 C (Copy of Insurance)**.
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 20th day of June, 2006.

Jefferson County Department of Health and Environment

By: Bonnie M. Muth
Secretary to the Board of Health

By: Cathy Cavan
President Board of Health

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

By: Dominique Soubel, Deputy
City/Town Clerk

By: C. J. Barock
Mayor

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT, dated for reference purposes only the 10th day of April, 2006, is made and entered into by and between the **Jefferson County Department of Health and Environment (JCDHE)**, 1801 19th 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 public health integrated mosquito management services for the purpose of preventing and controlling mosquito-borne diseases such as West Nile Virus and West Equine Encephalomyelitis; 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 April 19, 2006 through December 31, 2006.

2. RESPONSIBILITIES

These are defined in the Integrated Mosquito Management Program, Jefferson County, Colorado, Scope of Work, General Description and Specifications (Ten pages plus Attachments A and B) that are attached as Exhibit A.

3. COMPENSATION AND PAYMENT

- a. JCDHE will reimburse the Contractor a total of \$213,226 in 5 equal monthly payments starting in June, 2006. Contractor services will be documented and approved prior to authorization for payment.
- b. Contractor shall submit a monthly invoice 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 fourteen (14) days after receipt and approval of the invoice.

4. CONFIDENTIALITY

- a. In performing services under the terms and conditions of this Agreement, Contractor agrees to comply with all JCDHE confidentiality requirements. Contractor must sign and return the Statement of Confidentiality with the Purchase of Services Agreement (Exhibit B).

5. 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.

6. INDEMNIFICATION

- a. Contractor hereby indemnifies and holds JCDHE and the municipalities in Jefferson County 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.

7. INSURANCE

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

8. NON ASSIGNMENT

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

9. OFFICIALS NOT TO BENEFIT

- a. 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.

10. EMPLOYMENT OPPORTUNITY USE OF COLORADO LABOR, ILLEGAL ALIENS

- a. 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.

11. NON-APPROPRIATION

- a. 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.

12. STATUTES, REGULATIONS AND ORDINANCES

- a. 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.

13. SEVERABILITY

- a. 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.

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 4/18/06 be effective as of 4/19/2006.

JEFFERSON COUNTY DEPARTMENT
OF HEALTH AND ENVIRONMENT

Cathy Corcoran

Cathy Corcoran, President
Board of Health

ATTEST:

By:

Bonnie McNulty
Bonnie McNulty, Secretary
Board of Health

CONTRACTOR

Ed Fleming 4-11-06
Ed Fleming, President

02-0695531
SSN / EIN

**SERVICES FOR
INTEGRATED MOSQUITO MANAGEMENT PROGRAM
JEFFERSON COUNTY COLORADO**

SCOPE OF WORK

GENERAL DESCRIPTION AND SPECIFICATIONS

GENERAL DESCRIPTION

The contractor shall conduct an Integrated Mosquito Management (IMM) Program for Jefferson County Department of Health and Environment (JDCHE) during the spring, summer and fall of 2006. 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 contractor shall employ established IMM principles and practices to reduce the numbers of 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 contractor shall maintain the capabilities to implement, manage, and provide properly trained staff and supervisors to conduct adulticiding if requested by JCDHE to do so.

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

1. Adult Mosquito Surveillance
2. Larval Mosquito Surveillance and Control
3. Public Education
4. Reports and Record Keeping
5. Dead Bird/Animal Collection
6. Adult Mosquito Control
7. In-service Training
8. Board of Health Appearances

The service area is generally described as the "plains" area of Jefferson County Colorado and consists of approximately 153 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.

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 Jefferson County Integrated Mosquito Management 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	77.2
Edgewater	0.7
Lakeside	0.3
Littleton	0.6
Morrison	1.2
Mountain View	0.1
Golden	9.3
Wheat Ridge	9.5
Lakewood	26.7
Bow Mar	0.3
Arvada	27.5
Total Square Miles:	153.4

II. SERVICES TO BE PROVIDED

A. Adult Mosquito Surveillance

1. The contractor shall provide all supplies, equipment and personnel to operate and maintain:
 - a) Two (2) Centers for Disease Control and Prevention (CDC) light traps and one (1) gravid trap at the Mosquito Sentinel Site one night each week on the same day of the week for a period of 22 weeks from May 1, 2006 to September 30, 2006. The Mosquito Sentinel Site is a single location

designated by JCDHE for the placement of traps for the collection of mosquitoes.

- b) 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 18 weeks from June 1, 2006 to September 30, 2006.
 - c) 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 b above. These traps shall be operated one night per week on the same day of the week for a period of 18 weeks from June 1, 2006 to September 30, 2006.
- 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 contractor shall notify JCDHE immediately. JCDHE may require the contractor to reschedule the cancelled trap night as conditions allow.
 - 3. After each trap night the contractor 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 CDPHE 2006 Mosquito Surveillance Plan. A copy of the CDPHE 2005 Mosquito Surveillance Plan is provided in Attachment B 1 and the Mosquito Sentinel Site Guidelines in Attachment B 2. Note: If CDPHE updates or changes these plans, JCDHE will provide those updates to the contractor.

5. The contractor 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 contractor 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 contractor 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. However, complaints related to nuisance mosquitoes should 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.

1. Initial Inspection of Designated PLD Sites: By June 09, 2006, or another date approved by JCDHE, the contractor shall conduct an initial inspection of all sites designated by JCDHE as PLD sites. At the end of the 2005 IMM Program season there were approximately 600 PLD sites contained in the 153.4 square mile service area. The 2006 IMM service area and the 2005 end of season 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 designated PLD sites if the site no longer has the potential to breed mosquitoes. Any new

PLD sites identified during the initial inspection of designated PLD sites shall be added to the list of designated PLD sites and shall be classified as "targeted" or "non-breeding".

On or before 14 calendar days from June 09, 2006, or another initial inspection date approved by JCDHE, the contractor shall provide a complete list of all PLD sites and their classification, a map of PLD sites, and the geographical information system (GIS) shape file used to generate the PLD site map. The list shall include the contractor's recommendations for additions, deletions, and/or revisions to the list of designated PLD sites.

2. PLD Surveillance and Larval Control: Upon completion and/or commensurate with the initial inspection of designated PLD sites, the contractor 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 climactic 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. At a minimum 100 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.
 - 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.

- e) If it is determined that any PLD site in a, b, c, and/or d above are producing *Culex* sp. or other potential arboviral vector mosquitoes, apply the appropriate, federally approved materials, such as but not limited to 180-day briquettes, 30-day residual pellets, granular larvicides, monomolecular oils, etc. and/or utilize 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 checks 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.
- 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 at the end of the year 2006 season and/or upon the request of JCDHE.

C. Public Education

1. The contractor 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 contractor 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 contractor 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 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 contractor shall maintain MSD sheets for all products used and shall provide such information upon request to employees, the public, and/or JCDHE.

D. Reports and Record Keeping

1. Weekly Report: The contractor shall provide a weekly summary report of IMM service activities. Weekly reports shall include but not limited to:
 - a) The total number of potential larval site inspections performed and the number of inspections per municipality and 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. **Final Report:** By December 1, 2006 the contractor shall provide a final report to JCDHE regarding all IMM service activities performed under this contract. The final report shall include but not limited to: surveillance activities and findings, total hours logged for each service activity by contractor and its employees, total number of PLD sites inspected, total number of sites treated, total number of mosquito trap nights, etc. In addition, the final report shall include an end of season map that illustrates the PLD sites identified and inspected during the contract season, the GIS shape files used to create the PLD site map, a complete list of all PLD sites and their classification. The PLD list shall include the contractor's recommendations for additions, deletions, and/or revisions to the list of PLD sites. The final report shall be provided in a format acceptable to JCDHE both electronically and in hard copy (5 copies).
3. **Record Keeping:** The contractor shall maintain all records and documents pertaining to the services provided under this contract for a period of 3-years. By December 31, 2006 and/or upon the request of JCDHE, the contractor 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. Other Services

At the request of JCDHE the contractor shall provide the following services:

1. **Dead Bird/Animal Collection:** Collect and deliver to JCDHE certain dead birds and/or small mammals for submission to the state or other approved laboratory for testing.
2. **Adult Mosquito Control:** Undertake an adulticiding and/or aerial spraying program in accordance with all state and federal requirements. (The cost of adulticiding is not included in this contract).

3. In-service Training: Provide in-service training for Department employees, not to exceed four (4) hours.
4. Appear before the Jefferson County Board of Health to provide updates and/or a year-end report on contract activities.

F. Additional Contractor Responsibilities

The contractor 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 contractor in this Scope of Work.

III. TERM OF CONTRACT

The contract shall be in effect for the period beginning April 19, 2006 through December 31, 2006. All contract services shall commence no later than June 1, 2006 (except for the Adult Mosquito Surveillance at the Mosquito Sentinel Site per Section II. A. 1. a) which shall begin as directed by CDPHE on or about May 1, 2006) and shall continue until JCDHE determines that a specific service is not longer needed, but no later than September 30, 2006.

IV. 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 contractor 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.

ACRONYMS

Acronym	Definition
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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

ATTACHMENT A: Jefferson County IMM Program Service Area Map

ATTACHMENT B: 1. CDPHE 2005 Mosquito Surveillance Plan and 2. Mosquito Sentinel Site Guidelines