

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 39**  
Series of 2010

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF WHEAT RIDGE FOR COOPERATIVE MOSQUITO MANAGEMENT PROGRAM IN AN AMOUNT NOT-TO-EXCEED \$8,197.50**

**WHEREAS**, the intergovernmental agreements between political subdivisions of the State of Colorado are authorized by C.R.S. § 29-1-205; and

**WHEREAS**, Jefferson County will permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

**WHEREAS**, in order to effectively deal with the continuing threat of mosquito borne transmission of West Nile Virus, the Jefferson County Department of Health and Environment has contracted with OtterTail Environmental for integrated mosquito management (IMM) service within Jefferson County, Colorado, during the year 2010; and

**WHEREAS**, the agreement with the Jefferson County Department of Health and Environment will help slow the spread and impact of the West Nile Virus; and

**WHEREAS**, initial cost for prevention services will not exceed \$8,197.50.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE THAT:**

1. The City of Wheat Ridge desires to be a party to the Intergovernmental Agreement coordinating mosquito control activities.
2. The Mayor and City Clerk are hereby authorized and empowered to execute the Intergovernmental Agreement on behalf of the City of Wheat Ridge.

**DONE AND RESOLVED** at a meeting of the City Council of the City of Wheat Ridge, Colorado on the 9<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
Jerry DiTullio, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Michael Snow". The signature is written in black ink and is positioned above a horizontal line.

Michael Snow, City Clerk

## INTERGOVERNMENTAL AGREEMENT FOR INTEGRATED MOSQUITO MANAGEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 2010, between **JEFFERSON COUNTY PUBLIC HEALTH**, whose address is 1801 19<sup>th</sup> Street, Golden, CO 80401, hereinafter referred to as the "Health Department"; and the **CITY OF WHEAT RIDGE**, a municipal corporation of the State of Colorado, with its principal office located at 7500 W. 29<sup>th</sup> Avenue, Wheat Ridge, CO, hereinafter referred to as "Wheat Ridge."

### **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

**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., ("OtterTail") to provide Integrated Mosquito Management ("IMM") services within certain areas of Jefferson County, Colorado during the year 2010, and

**WHEREAS**, these services shall be provided to Jefferson County and various municipalities within Jefferson County, and

**WHEREAS**, said IMM services are detailed in a document entitled PURCHASE OF SERVICES AGREEMENT, signed May 7, 2010 and approved by the Board of Health on April 20, 2010; a copy of which is attached hereto and incorporated herein as **Attachment A**, and

**WHEREAS**, the City of Wheat Ridge will benefit from the IMM services as detailed in **Attachment A** for an area of approximately 9.6 square miles located within the boundaries of Wheat Ridge, 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 and payment for such IMM services within Wheat Ridge's boundaries.

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

1. **HEALTH DEPARTMENT RESPONSIBILITIES:** Upon the signing of this Intergovernmental Agreement by the parties hereto, the Health Department will direct OtterTail, during the year 2010, to perform the IMM services set forth in **Attachment A** for an area of approximately 9.6 square miles located within the boundary of Wheat Ridge. 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. **WHEAT RIDGE RESPONSIBILITIES:** Wheat Ridge shall designate a point of contact for communication with the Health Department; 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 Wheat Ridge. The IMM service reports shall be submitted on a monthly basis on or before the 5th of the month effective July 2010 and ending October 2010. The monthly IMM service report, with the notation "re: West Nile IGA Report", shall be sent to Jefferson County Public Health, 1801 19th Street, Golden Colorado 80401.
3. **MONITORING THE PROVISION OF IMM SERVICES:** Staff from the Health Department will

monitor the work of OtterTail in Wheat Ridge 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 Wheat Ridge for the delivery of IMM services detailed in **Attachment A**. As needed, the Health Department will provide Wheat Ridge 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 addressed to Dr. James Dale, Jefferson County Public Health, 1801 19th Street, Golden, Colorado, 80401; PHONE: 303-271-5718; FAX: 303-271-5702; EMAIL: [jdale@jeffco.us](mailto:jdale@jeffco.us).

4. **PAYMENT OF WHEAT RIDGE IMM SERVICE FEE:** The 2010 scope of work for IMM services covers a contract period that runs from June 7, 2010 through September 3, 2010; this period starts later and ends earlier than in previous years. These dates were chosen based on the Health Department's analysis of mosquito populations and activity from the past several years. However, to account for unforeseen events such as unfavorable climatic conditions or mosquito activity, additional bids for conducting IMM services both earlier and later than the contract period were obtained.
  - (a) Wheat Ridge agrees to reimburse the Health Department for part of the cost of IMM services benefiting the City of Wheat Ridge. Wheat Ridge agrees to pay to the Health Department the amount of \$6,190.00 which is equal to 50 percent of the total Wheat Ridge IMM service fee of \$12,380.00 for the contract period of June 7, 2010 through September 3, 2010.
  - (b) Should IMM services be deemed necessary by the Health Department and provided by OtterTail for the period between May 17, 2010 and June 7, 2010, Wheat Ridge agrees to pay to the Health Department \$401.50 per week, which is equal to 50 percent of the weekly Wheat Ridge IMM service fee of \$803.00 to reimburse the Health Department for Wheat Ridge's share of those IMM services performed by OtterTail. These IMM services shall be provided at the discretion of the Health Department. Wheat Ridge's maximum payment for IMM services provided prior to June 7, 2010 shall not exceed \$1,204.50.
  - (c) Should IMM services be deemed necessary by the Health Department and provided by OtterTail for the period between September 3, 2010 and September 17, 2010, Wheat Ridge agrees to pay to the Health Department \$401.50 per week, which is equal to 50 percent of the weekly Wheat Ridge IMM service fee of \$803.00 to reimburse the Health Department for Wheat Ridge's share of those IMM services performed by OtterTail. These IMM services shall be provided at the discretion of the Health Department. Wheat Ridge's maximum payment for IMM services provided after September 3, 2010 shall not exceed \$803.00.

Total payment from Wheat Ridge for all 2010 IMM services shall not exceed \$8,197.50.

The Health Department shall present two invoices to Wheat Ridge for 2010 IMM services; one for services performed through July 31, 2010 and one for services performed after August 1, 2010. Payment, with a notation "re: West Nile IGA", shall be sent to Jefferson County Public Health, 1801 19<sup>th</sup> 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, 2010.
7. **LIABILITY INSURANCE COVERAGE/INDEMNITY/WARRANTY:** As described in Paragraphs 11 and 12 of the PURCHASE OF SERVICES AGREEMENT, OtterTail shall maintain liability insurance coverage and will hereby indemnify and hold the Health Department and Wheat Ridge 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**.


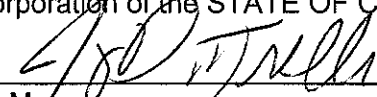
8. **NO GUARANTEE BY THE HEALTH DEPARTMENT:** Wheat Ridge acknowledges that although the objective of the IMM services to be performed within Wheat Ridge's boundaries by OtterTail is to reduce the mosquito population and the consequent threat of transmission of West Nile Virus, the Health Department 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 \_\_\_\_\_ day of \_\_\_\_\_, 2010.

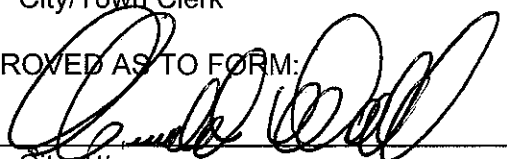
Jefferson County Public Health

By: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary to the Board of Health President Board of Health

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

By:  \_\_\_\_\_ By:  \_\_\_\_\_  
City/Town Clerk Mayor

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
City Attorney