

West Nile Virus Mosquito Assessment and Control Program Cost Sharing Agreement

The following Cost Sharing Agreement is executed between the Board of Health for Madison and Dane County, on behalf of Public Health for Madison and Dane County ("PHMDC") and the municipality ("Partner") named below. The purpose of this Agreement is to set forth terms by which the PHMDC shall provide the services described below to municipalities in Dane County and the method of payment. This Agreement shall be in effect for the duration of the following **Dates: May 1, 2013 - September 30, 2013.**

Program Contact: John Hausbeck, 243-0331

Background & Purpose: Public Health for Madison and Dane County proposes to continue its Mosquito Larvae Monitoring and Control Program in 2013 at the following municipalities in Dane County: the City of Madison, Town of Madison, City of Middleton, City of Monona, Village of Shorewood Hills, City of Sun Prairie, and the University of Wisconsin Campus and Arboretum. Initially, this program was funded primarily with grant funding from the Wisconsin Department of Health and Family Services. State grant funding for this program ended in 2007 and continuation of the program now depends on each of the Partners paying their portion of the program. This Agreement sets forth the program services to be performed by PHMDC, the schedule of payment, and PHMDC and the undersigned Partner's agreement to the terms of this program.

Program Description:

The City of Madison, Town of Madison, Monona, Middleton, Shorewood Hills, Sun Prairie, as well as the University of Wisconsin ("Partners") agree to continue West Nile virus surveillance and mosquito monitoring and control activities in 2013. These activities will be coordinated by Public Health for Madison and Dane County. The objectives of these activities are:

- ❑ To determine the potential for surface water on public properties to produce mosquitoes;
- ❑ To eliminate high populations of WNV competent mosquito larvae when identified;
- ❑ To limit the number of adult *Culex* mosquitoes and decrease the potential for WNV to build up in the environment to levels that would place humans at increased risk for disease; and
- ❑ To provide data that identifies opportunities for eliminating water sources that produce high numbers of mosquito larvae, through removal or improvement.

To accomplish these objectives, the Public Health for Madison and Dane County will:

- ❑ Catalog and map surface water sources on public property.
- ❑ Inspect public sources by dipping along the shore where *Culex* mosquito larvae live.
- ❑ Identify and count mosquito larvae collected.
- ❑ Treat public sources that produce more than 3 *Culex* larvae per dip with larvicide (upon approval, as required, from the Wisconsin Department of Natural Resources)
- ❑ Work with municipal public works staff to identify surface water sources that can be modified or eliminated to permanently prevent mosquito activity.
- ❑ Analyze and report data to public officials and the community.

Miscellaneous Terms and Conditions:

1. Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives, and shall be responsible for losses, claims and liabilities which are attributable to such acts or omissions, while retaining the statutory protections provided by Wis. Stats. ss. 893.80 and 895.46 (and 893.82, in the case of the University of Wisconsin.) It is not the intent of any party to this agreement to

waive the provisions of Wis. Stats. ss. 893.80 or 893.82 or any other applicable immunity, protections, or limitations of liability that may provided by law.

2. **Nondiscrimination**
(D.C. Ord. 19.54). During the term of this Agreement, Contractor agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter. This Agreement may only be modified in writing by the duly authorized agent(s) who executed this Agreement.

Statement of Agreement to participate in program and share costs:

By signing below, the PHMDC agrees to administer the program as described herein.

The Partner agrees to participate in the program by granting permission to Public Health for Madison and Dane County to perform the above tasks within the Partner's jurisdiction, by agreeing to all of the terms herein, and by sharing in the cost and making payment according to the attached cost-sharing schedule (Exhibit A.)

Partner:

(print name of municipality)

By: _____

(Signature)

Print name

Title

Date

Board of Health for Madison and Dane County:

By: _____

Janel Heinrich, Director of Public Health for
Madison and Dane County

Date

Approved:

David P. Schmiedicke, City of Madison, Finance Director
for Public Health Madison and Dane County

Date

Approved:

Michael P. May, City of Madison, City Attorney

Date

Approved:

Wesley Sparkman, Contract Compliance Officer
Dane County Office of Equal Opportunity

Date

Approved:

Daniel Lowndes, Dane County Risk Manager
for Public Health Madison and Dane County

Date

Exhibit A

**West Nile Virus Mosquito Assessment and Control Program
Budget and Cost Sharing Schedule - 2013**

In 2013, PHMDC plans to monitor 607 accessible sites for a total program cost of \$25,251 (cost per site \$44.73). Table 1 provides additional detail on the 2013 costs to PHMDC for administering the program:

Table 1. 2013 Mosquito Larvae Monitoring and Control Program Budget

	Cost
1.5 Seasonal hourly technician (900 hours)	\$13,000
Mileage	\$3,500
Supplies (larvicide, field equipment, lab supplies)	\$1,700
Data analysis and supervision	\$7,051
Total	\$25,251

State grant funding from the Wisconsin DHFS for this program ended in 2007. Continuation of this program now depends on each of the Partners paying their share of the costs associated with the program. Based on the number of accessible sites in each area, Table 2 calculates the cost for each partner agency.

An invoice will be sent to each partner agency after September 31, 2013.

Partners	Sites (#)	Cost (\$44.93/site)
City of Madison	338	\$15,186
Town of Madison	5	\$225
City of Middleton	66	\$2,965
City of Monona	20	\$899
City of Sun Prairie	104	\$4,673
UW Arboretum	15	\$674
UW Campus	14	\$629
Total	562	\$25,251