

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of July, 2017,
by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
hereinafter referred to as "COUNTY", and Fresno Westside Mosquito Abatement District, a
government public health service agency, whose address is 2555 N Street, Firebaugh CA 93622,
hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, would like to improve its
outreach scope to the residents of Fresno County regarding mosquitoes, specifically exposure to the
Zika Virus Disease (Zika) and the potential dangers of Zika and other mosquito borne illnesses; and

WHEREAS, COUNTY has been advised by the Centers for Disease Control and Prevention
(CDC) that Zika is a significant threat to public health; and

WHEREAS, COUNTY has received funding from the California Department of Public Health
through the Zika Preparedness and Response Grant that may be used to lessen exposure to and combat
effects of Zika and other mosquito borne illnesses; and

WHEREAS, COUNTY desires to utilize grant funds to provide education and resources to the
community in the form of a website; and

WHEREAS, CONTRACTOR, has agreed to create and administer a website to aid local
mosquito abatement districts in monitoring mosquito activity and to provide information to the
residents of Fresno County about the dangers posed by Zika and other mosquito borne illnesses; and

WHEREAS, CONTRACTOR, is qualified and is willing to provide such services, pursuant to
the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
hereto agree as follows:

1. RESPONSIBILITIES AND SERVICES

CONTRACTOR shall perform all services and fulfill all responsibilities identified in
Exhibit A, attached hereto and by this reference incorporated herein.

///

1 2. TERM

2 This Agreement shall become effective upon execution and shall terminate on the 30th
3 day of June, 2018. This Agreement may be extended for two (2) additional twelve (12) month periods
4 upon the same terms and conditions herein set forth, unless written notice of nonrenewal is given by
5 either CONTRACTOR or COUNTY or COUNTY's DPH Director, or designee, not later than sixty
6 (60) days prior to the close of the current Agreement term.

7 3. TERMINATION

8 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
9 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
10 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
11 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

12 B. Breach of Contract - COUNTY may immediately suspend or terminate this
13 Agreement in whole or in part, where in the determination of COUNTY there is:

- 14 1) An illegal or improper use of funds;
15 2) A failure to comply with any term of this Agreement;
16 3) A substantially incorrect or incomplete report submitted to COUNTY;
17 4) Improperly performed service.

18 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
19 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither
20 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach
21 or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY
22 of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY
23 were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly
24 refund any such funds upon demand or, at COUNTY's option, such repayment shall be deducted from
25 future payments owing to CONTRACTOR under this Agreement.

26 C. Without Cause - Under circumstances other than those set forth above, this
27 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice
28 of an intention to terminate to CONTRACTOR.

1 **4. COMPENSATION**

2 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
3 compensation rates as identified in Exhibit A, attached hereto and incorporated herein by this
4 reference. In no event shall actual services performed under this Agreement be in excess of Ninety
5 Five Thousand and No/100 Dollars (\$95,000.00) through June 30, 2018. In no event shall actual
6 services performed under this Agreement for the period July 1, 2018 through June 30, 2019 exceed
7 Fifteen Thousand and No/100 Dollars (\$15,000) and in no event shall actual services performed for
8 the period July 1, 2019 through June 30, 2020 exceed Fifteen Thousand and No/100 Dollars
9 (\$15,000). In no event shall total services performed under this Agreement be in excess of One
10 Hundred Twenty Five Thousand and No/100 Dollars (\$125,000) during the full term of this
11 Agreement. It is understood that all expenses incidental to CONTRACTOR's performance of actual
12 services under this Agreement shall be borne by CONTRACTOR.

13 **5. INVOICING**

14 CONTRACTOR shall invoice COUNTY monthly, in duplicate, addressed to the County
15 of Fresno, Department of Public Health, Community Health, P.O. Box. 11867, Fresno, CA 93775,
16 Attention: PHEP Program. Payments by COUNTY shall be in arrears, for services provided during
17 the preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's
18 invoices by COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with
19 any provision of this Agreement, COUNTY shall be relieved of its obligation for further
20 compensation.

21 **6. INDEPENDENT CONTRACTOR**

22 In performance of the work, duties, and obligations assumed by CONTRACTOR under
23 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
24 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
25 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
26 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have
27 no right to control or supervise or direct the manner or method by which CONTRACTOR shall
28 perform its work and function. However, COUNTY shall retain the right to administer this

1 Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
2 terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable
3 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction
4 over matters which are directly or indirectly the subject of this Agreement.

5 Because of its status as an independent contractor, CONTRACTOR shall have
6 absolutely no right to employment rights and benefits available to COUNTY employees.
7 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
8 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
9 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
10 including compliance with Social Security, withholding, and all other regulations governing such
11 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
12 providing services to others unrelated to the COUNTY or to this Agreement.

13 **7. SUBCONTRACTORS**

14 It is understood between the parties that CONTRACTOR will be providing the website
15 creation and maintenance services required under this Agreement by subcontracting the performance
16 of those services to other business entities. Any transferee, assignee or subcontractor will be subject
17 to all applicable provisions of this Agreement, and all applicable State of California and Federal
18 regulations. CONTRACTOR will be responsible for informing any subcontractors utilized by
19 CONTRACTOR of all the terms and conditions of this Agreement and of all the Federal and State of
20 California law requirements incorporated herein. CONTRACTOR shall be held primarily responsible
21 by COUNTY for the performance of any transferee, assignee or subcontractor. The use of
22 subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation
23 than is provided for under this Agreement.

24 **8. MODIFICATION**

25 Any matters of this Agreement may be modified from time to time by the written
26 consent of all the parties without, in any way, affecting the remainder.

27 **9. NON-ASSIGNMENT**

28 Neither party shall assign, transfer or subcontract this Agreement nor their rights or

1 duties under this Agreement without the prior written consent of the other party. This section shall not
2 apply to the website creation and maintenance services. Such services shall be subcontracted by
3 CONTRACTOR. Notwithstanding the above, CONTRACTOR shall remain liable for all duties and
4 responsibilities under this Agreement, including website creation and maintenance services.

5 **10. HOLD-HARMLESS**

6 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
7 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
8 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
9 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
10 agents or employees under this Agreement, and from any and all costs and expenses, including
11 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
12 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
13 of CONTRACTOR, its officers, agents or employees under this Agreement.

14 **11. INSURANCE**

15 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
16 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
17 following insurance policies or a program of self-insurance, including but not limited to, an insurance
18 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of this Agreement:

19 A. Commercial General Liability

20 Commercial General Liability Insurance with limits of not less than One Million
21 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
22 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
23 COUNTY may require specific coverage including completed operations,
24 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

25 B. Automobile Liability

26 Comprehensive Automobile Liability Insurance with limits for bodily injury of
27 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
28 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
should include owned and non-owned vehicles used in connection with this

1 Agreement.

2
3 C. Worker's Compensation

4 A policy of Worker's Compensation Insurance as may be required by the
5 California Labor Code.

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability
7 insurance naming the County of Fresno, its officers, agents, and employees, individually and
8 collectively, as additional insured, but only insofar as the operations under this Agreement are
9 concerned. Such coverage for additional insured shall apply as primary insurance and any other
10 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be
11 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.
12 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
13 written notice given to COUNTY.

14 Within thirty (30) days from the date CONTRACTOR executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
16 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
17 11867, Fresno, California, 93775, Attention: Contracts Section – 6th Floor, stating that such insurance
18 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
19 employees will not be responsible for any premiums on the policies; that such Commercial General
20 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
21 collectively, as additional insured, but only insofar as the operations under this Agreement are
22 concerned; that such coverage for additional insured shall apply as primary insurance and any other
23 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
24 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein;
25 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
26 advance, written notice given to COUNTY.

27 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
28 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate

1 this Agreement upon the occurrence of such event.

2 All policies shall be with admitted insurers licensed to do business in the State of
3 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
4 of A FSC VII or better.

5 **12. CONFIDENTIALITY**

6 All services performed by CONTRACTOR under this Agreement shall be in strict
7 conformance with all applicable Federal, State of California and/or local laws and regulations relating
8 to confidentiality.

9 **13. NON-DISCRIMINATION**

10 During the performance of this Agreement, CONTRACTOR shall not unlawfully
11 discriminate against any employee or applicant for employment, or recipient of services, because of
12 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
13 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
14 sexual orientation, or military or veteran status pursuant to all applicable State of California and
15 Federal statutes and regulations.

16 **14. AUDITS AND INSPECTIONS**

17 CONTRACTOR shall at any time during business hours, and as often as the COUNTY
18 may deem necessary, make available to the COUNTY for examination all of its records and data with
19 respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by the
20 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure
21 CONTRACTOR's compliance with the terms of this Agreement.

22 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
23 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of
24 three (3) years after final payment under contract (Government Code Section 8546.7).

25 **15. NOTICES**

26 The persons and their addresses having authority to give and receive notices under this
27 Agreement include the following:

28 ///

1 ///

COUNTY

CONTRACTOR

Director, County of Fresno
Department of Public Health
P.O. Box 11867
Fresno, CA 93775

District Manager
Fresno Westside Mosquito Abatement District
2555 N St.
Firebaugh, CA 93622

6 Any and all notices between the COUNTY and the CONTRACTOR provided for or
7 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
8 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
9 United States Mail, postage prepaid, addressed to such party.

10 **16. GOVERNING LAW**

11 The parties agree, that for the purposes of venue, performance under this Agreement is
12 to be in Fresno County, California.

13 The rights and obligations of the parties and all interpretation and performance of this
14 Agreement shall be governed in all respects by the laws of the State of California.

15 **17. SEVERABILITY**

16 The provisions of this Agreement are severable. The invalidity or unenforceability of
17 any one provision in the Agreement shall not affect the other provisions.

18 **18. ENTIRE AGREEMENT**

19 This Agreement, including Exhibit A, constitutes the entire agreement between the
20 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
21 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
22 understanding of any nature whatsoever unless expressly included in this Agreement.

23 ///

24 ///

25 ///

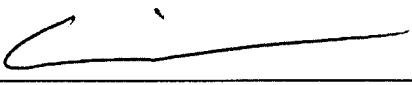
26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
3

4 **CONTRACTOR:**
5 **Fresno Westside Mosquito Abatement District**

6 By 

7
8 Print Name: Conlin Reis

9 Title: District Manager

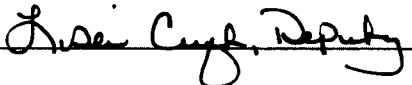
10
11 Date: 6/21/2017

COUNTY OF FRESNO:

By 
Chairman, Board of Supervisors

Date: July 11, 2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 

Date: July 11, 2017

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

23 Mailing Address:
24 Fresno Westside Mosquito Abatement District
25 2555 N. Street
26 Firebaugh, CA 93622
27 Phone #: (559) 659-2437
28 Contact: Conlin Reis, Manager

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By  _____

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By  _____

REVIEWED AND RECOMMENDED FOR APPROVAL:

By  _____
David Pomaville
Director
Department of Public Health

Fund/Subclass: 0001/10000
Organization: 56201621 (\$125,000)
Account #: 7295

nkW

EXHIBIT A

Fresno Westside Mosquito Abatement District

Scope of Work and Compensation

YEAR 1 (Execution - June 30, 2018)

Website Creation and Maintenance for Zika and other Mosquito Borne Illnesses	Compensation
<ol style="list-style-type: none">1. Contractor will create and maintain a website that will allow County residents to: (1) quickly identify which mosquito abatement district their property is located in; (2) identify the contact information of the appropriate district to report mosquito infestations to and ask related questions; and (3) readily locate links to Zika and other mosquito borne illnesses prevention and health related information.2. Contractor will provide quarterly reports which will include the number of hits and unique visits the site receives and how many requests for information were made from the website.3. Contractor will add and update public health related links and other Zika or other mosquito borne illness information to the website at the request of the County.4. Contractor will provide an annual summary of the website's usage and the website's perceived effectiveness in assisting the local mosquito abatement districts' response to the threat of Zika and other mosquito borne illnesses.	\$15,000
TOTAL	\$15,000
Public Outreach and Information for Zika and other Mosquito Borne Illnesses	Compensation
<ol style="list-style-type: none">1. Contractor will provide public outreach and information to the residents of Fresno County regarding the Zika Virus Disease including, but not limited to such topics as Zika awareness and prevention, potential health effects and dangers, especially to pregnant women, and identification of mosquito abatement and health related resources.2. Public outreach and information methods can include, but are not limited to: door-to-door contact, cold calls, phone calls returned because of requests made through the above described website, media contacts and interviews, and/or other appropriate means.3. This public outreach can be provided by a staff member(s) employed directly by Contractor or via a sub-contractor in the form of a qualified consultant, firm, or other agency commissioned by Contractor.4. Contractor will submit a semi-annual report to County documenting its outreach efforts, with such reports due within 45 days following the first six months of the agreement's execution and within 45 days following the agreement's first anniversary. The semi-annual reports	\$80,000

<p>will include lists of meetings attended/facilitated (including agendas and minutes), phone and in-person contacts (including dates), media contacts, interviews and publication/air dates (including summary of issues discussed), and other documentation demonstrating Contractor's efforts to inform, educate and prevent contraction and spread of Zika or other mosquito borne illnesses within Fresno County.</p> <p>5. Eligible costs associated with Work Item 2 may include Contractor's staff salaries, fringe and benefit costs; costs to produce publications and other outreach and education materials; office supplies associated solely with the Public Outreach and Information position described in this Work Item 2; travel costs within Fresno County; and associated overhead.</p> <p>6. Should Contractor utilize a subcontractor to provide these Public Outreach and Information services, eligible costs include all of the subcontractor's costs billed to the Contractor up to \$80,000.</p>	
TOTAL	\$80,000
TOTAL YEAR 1	\$95,000

YEAR 2 (July 1, 2018 – June 30, 2019)

Website Maintenance and Public Outreach and Information	Compensation
<ol style="list-style-type: none"> 1. As needed, Contractor will maintain and update the website created in Year 1 in order to continue to allow County residents to: (1) quickly identify which mosquito abatement district their property is located in; (2) identify the contact information of the appropriate district to report mosquito infestations to and ask related questions; and (3) readily locate links to Zika and other mosquito borne illnesses prevention and health related information. 2. Contractor will provide quarterly reports which will include the number of hits and unique visits the site receives and how many requests for information were made from the website. 3. Contractor will add and update public health related links and other Zika or other mosquito borne illness information to the website at the request of the County. 4. Contractor will provide an annual summary of the website's usage and the website's perceived effectiveness in assisting the local mosquito abatement districts' response to the threat of Zika and other mosquito borne illnesses. 5. As in Year 1, Contractor will continue to provide public outreach and information to the residents of Fresno County including, but not limited to such topics as Zika awareness and prevention, potential health effects and dangers, especially to pregnant women, and identification of mosquito abatement and health related resources, utilizing the same methods as allowed for in Year 1. 	\$15,000

<p>6. Contractor will continue to submit a semi-annual report to County documenting its outreach efforts, adhering to the reporting schedule established during Year 1 and documenting the same information as required in the Year 1 reports.</p> <p>(It is recognized that reduced funding in Year 2 may necessarily limit the ability of Contractor to provide the level of public outreach and information provided during Year 1. Contractor should prioritize Year 2 funding to maintain/update the website and provide reporting on website traffic as described above. Any excess funding within the \$15,000 amount should be utilized for public outreach and education.)</p>	
TOTAL YEAR 2	\$15,000

YEAR 3 (July 1, 2019 – June 30, 2020)

Website Maintenance and Public Outreach	Compensation
<ol style="list-style-type: none"> 1. As needed, Contractor will continue to maintain and update the website created in Year 1 in order to continue to allow County residents to: (1) quickly identify which mosquito abatement district their property is located in; (2) identify the contact information of the appropriate district to report mosquito infestations to and ask related questions; and (3) readily locate links to Zika and other mosquito borne illnesses prevention and health related information. 2. Contractor will provide quarterly reports which will include the number of hits and unique visits the site receives and how many requests for information were made from the website. 3. Contractor will add and update public health related links and other Zika or other mosquito borne illness information to the website at the request of the County. 4. Contractor will provide an annual summary of the website’s usage and the website’s perceived effectiveness in assisting the local mosquito abatement districts’ response to the threat of Zika and other mosquito borne illnesses. 5. As in Years 1 and 2, Contractor will continue to provide public outreach and information to the residents of Fresno County including, but not limited to such topics as Zika awareness and prevention, potential health effects and dangers, especially to pregnant women, and identification of mosquito abatement and health related resources, utilizing the same methods as allowed for in Year 1. 6. Contractor will continue to submit a semi-annual report to County documenting its outreach efforts, adhering to the reporting schedule established during Years 1 and 2 and documenting the same information as required in the Years 1 and 2 reports. 	<p>\$15,000</p>

<p>(It is recognized that reduced funding in Year 3 may necessarily limit the ability of Contractor to provide the level of public outreach and information provided during Year 1. Contractor should prioritize Year 3 funding to maintain/update the website and provide reporting on website traffic as described above. Any excess funding within the \$15,000 amount should be utilized for public outreach and education.)</p>	
<p>TOTAL YEAR 3</p>	<p>\$15,000</p>