**County Administrative Officer**

**Department of Finance**

**Personal Director**

**Reviewed By (if applicable):**

---

**RECOMMENDED ACTION/MOTION:**

[ ] Application Attached
[ ] Vacancy Filled

**Committee:**

[ ] Affected Parties Notified
[ ] Affected Parties Filled
[ ] Affected Parties Filled

**PUBLIC HEARINGS:**

[ ] Affected Parties Notified
[ ] Affected Parties Filled

---

**FISCAL YEAR:**

[ ] Budgetary Request
[ ] Appropriation Request

**DATE OF ORIGIN:**

[ ] Revised
[ ] Amended

---

**AGREEMENTS & CONTRACTS:**

[ ] Federal
[ ] State
[ ] Local
[ ] Federal & State

---

**FUNDING SOURCES:**

[ ] Legislation

---

**Clerk Instructions:**

- Return Certified Copy Of:
  - [ ] Resolution
  - [ ] Findings
  - [ ] Code Update
  - [ ] Policy Update
  - [ ] Ordinance
  - [ ] Ordinance

**AFFECTED DEPARTMENT(S):**

- Correspondence Reports & Notices
- Correspondence Reports & Notices
- Correspondence Reports & Notices

**LEGAL/PERSONNEL/FISCAL ATTACHMENTS:**

- [ ] Board Report
- [ ] Letter
- [ ] Minutes

---

**MEETING DATE:**

Oct. 15, 2007

---

**AGENDA ITEM TRANSMITTAL:**

**GLEN CO**

**SUBJECT:**

Purchase products for mosquito abatement.

Agreement with Clearwater Mosquito Control Products, Inc.

**SUBMITTING DEPARTMENT:**

Glen County Health Services Agency

**ATTACHMENTS:**

- [ ] Board Report
- [ ] Letter
- [ ] Minutes

---

**PHONE:**

944-9522

**CONTACT:**

Scott E. Grund

---

**AGENDA:**

- [ ] Led by Clearwater Mosquito Control Products, Inc.
- [ ] Agreement with Clearwater Mosquito Control Products, Inc.

---

**AGENDA:**

- [ ] Led by Clearwater Mosquito Control Products, Inc.
- [ ] Agreement with Clearwater Mosquito Control Products, Inc.

---

**AGENDA:**

- [ ] Led by Clearwater Mosquito Control Products, Inc.
- [ ] Agreement with Clearwater Mosquito Control Products, Inc.

---

**AGENDA:**

- [ ] Led by Clearwater Mosquito Control Products, Inc.
- [ ] Agreement with Clearwater Mosquito Control Products, Inc.
The California Department of Health Services is expecting West Nile virus to be wide spread in California this year. This expectation is based on statistical evidence with the virus in previous years.

ANALYSIS/DISCUSSION

- No personnel impact.
- West Nile virus prevention program.
- Health Services Agency has received emergency funding from the State for the West Nile disease and Vector Control District currently utilizes products from this company.

FISCAL/PERSONNEL IMPACT(S):

The Glenn County Mosquito and Vector Control District currently utilizes products from The Glenn County Mosquito and Vector Control District currently utilizes products from this company.

HISTORY AND BACKGROUND:

1. Approve and authorize Health Services Agency Director of this agreement to modify/amend agreement.
2. Authorize the Health Services Agency Director or his designee to modify/amend agreement with Clarke Mosquito Control Products, Inc.

RECOMMENDATION(S):

We are recommending the Board approve the agreement between the County and Clarke Mosquito Control Products, Inc. to purchase mosquito control products, such as fogging equipment for mosquito abatement in Glenn County.

EXECUTIVE SUMMARY

Submitted by Health Services Agency
Reviewed by:

Submitted by:

Mosquito Abatement Assessment District with Clarke Mosquito Control as Required for the procurement of fogging equipment for the Green County Valley-White.

These sole source findings are made for the purpose of supporting a sole source public to monitor where and where spraying occurs via the county website.

1. Green County Mosquito and Vector Control District currently utilizes the Pro-Mist product line and it is the desire of the Health Services Agency to purchase compatible GPS data systems that may be used in the future to automate the data collection and reporting for these findings.

2. Potential purchases were narrowed to two companies based on specifications.

3. Green County Mosquito and Vector Control District reported to the Health Services Agency that the district had reviewed both products and found the Pro-Mist sprayer.

4. Knowing how to maintain multiple systems and maintaining an inventory of equipment compatibility would reduce costs associated with employees.

5. The Pro-Mist model is also about $1,000 less expensive. The Pro-Mist model is also about $1,000 less expensive.

6. Both of which reduce labor costs and down time.

7. Features such as variable flow control from the rear tank and no-drip spray nozzle, both of which reduce labor costs and down time.

Health Services Agency

County of Green

sole source findings for

Health Services Agency

County of Green
Term of Agreement

The total cost of the products shall be paid by the County to Glen County Health Services within 15 days after invoice.

Billing and Payment

$100,000.00 (one hundred thousand dollars) for the term of this Agreement.

Compensation

The County shall pay the Contractor for the purchase of mosquito control products used in the mosquito abatement program, as per attached invoice.

Responsibilities of Contractor

1. The Contractor shall provide County with mosquito control products needed for the mosquito abatement program.
2. During the term of this Agreement, Contractor shall provide County with mosquito control products needed for the mosquito abatement program.

Fiscal Year 2007/2008

AGREEMENT BETWEEN THE COUNTY OF GLENN AND

CLARKE MOSQUITO CONTROL PRODUCTS, INC.
Agreement with Clarke Mosquito Control Products Inc.

Herein without the prior written consent of County.

Contractor, Contractor may not assign, transfer, delegate or sublet any interest
insuch as this agreement is intended to secure the specialized services of

NONASSIGNMENT OF AGREEMENT

others.

Contractor relies solely upon the provisions contained in this Agreement and no
specifically acknowledges that in entering into and executing this Agreement,
shall be effective unless in writing and signed by both parties. Contractor
benefits other than those specified herein. No changes, amendments or alterations
understanding of the parties hereto. Contractor shall be entitled to no other
This Agreement supersedes all previous agreements and understands the entire

ENTIRE AGREEMENT; MODIFICATION

materially decreased.

terminate this contract immediately upon oral notice should funding cease or be
for all work satisfactory completed as of the date of notice, County may
terminate this Agreement on 30 days written notice. County shall pay Contractor
immediately upon County giving written notice to Contractor. Either party may
Agreement. Then County shall have the right to terminate this Agreement effective
this Agreement. If Contractor violates any of the terms or provisions of this
Contractor fails to fulfill in a timely and professional manner its obligations under
If Contractor fails to perform its duties to the satisfaction of County, or if

TERMINATION OF AGREEMENT
10. **Indemnification**

Contractor shall hold harmless and indemnify Clean County, its elected officials,

officers, and employees, against all claims, suits, actions, costs, counsel fees,

expenses, damages, judgments or decrees by reason of any person’s bodily injury,

covered under County’s Workers’ Compensation Insurance Plan or shall

pursuant to Contractor’s compensation, Contractor shall not be liable for any

employees. County shall not be liable for deductions for any amount for any

which would be withheld from compensation if Contractor were a County

employee, and satisfactory manner, Contractor shall be fully responsible for

having ensured that the services shall be rendered and performed in a competent,

professionally qualified to such services. The sole interest of County is

be provided by Contractor shall be provided in a manner consistent with the

subject matter of this agreement, provided always that the services to

professional manner in which Contractor performs the services which are the

relationships, or to allow County to exercise discretion over the

continued to create an employer-employee relationship a joint venture

dependency of Contractor and nothing in this agreement is intended or shall be

Contractor shall, during the entire term of this agreement, be considered to be an

Employment Status.
12. **NON-DISCRIMINATION.**

To be engaged in work during the life of the Agreement, Workers' Compensation Insurance, The Contractor shall procure and maintain Property Damage Insurance in an amount of not less than $500,000.00, and an amount of not less than $1,000,000.00 on account of one incident or occurrence, and death to any one person, and subject to the same limit for each person, in an occurrence, including

Liability Insurance in an amount not less than $500,000.00 for injuries, including

Property and liability, during the life of the Agreement, Contractor's Public Contractor's Public Liability and Property Damage Insurance: Contractor shall
customer according to the nature of their respective operations,

Damage Insurance and Workers' Compensation Insurance as are usual and

Contractor shall procure and maintain, during the life of the Agreement, Contractor's Public Liability Insurance. Contractor shall

Contractor, at its sole expense, shall procure and maintain for the term of this

**INSURANCE.**

Without limiting the

the board against the County with respect to Contractor's "Independent Contractor" status
determination made by the Internal Revenue Service or the State Franchise Tax

negligence or otherwise, Contractor shall also indemnify County of any adverse

by Contractor or in any capacity during the progress of the work, whether by

including death of property being damaged by Contractor or any person employed
CONTRACTOR

Glen County, California
Thomson C. Abel, County Consultant

APPROVED AS TO FORM

Chace Mosquito Control Products, Inc.

COUNTY OF GLEN

County of Glenn, Health Services Agency
Cecilia Hollis, Chief Deputy Director

APPROVED BY:

Glen County Health Services Agency
Sean F. Gruenheld, Director

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the day and year set forth below.

Notice shall be deemed to be effective two days after mailing.

Roselle, IL 60172
159 North Garden Avenue
Chace Mosquito Control Products, Inc.
Il to Contractor:

Willows, CA 95988
247 N. Villa Avenue
Glen County Health Services Agency
Il to County:

Address:

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following address:

NOTICES

1. Contractor will not discriminate in employment practices or in delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, or physical handicap.

2.