



**Local Agency
Formation Commission
of Santa Clara County**

777 North First Street
Suite 410
San Jose, CA 95112

SantaClaraLAFCO.org

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REQUEST FOR PROPOSALS

SERVICE REVIEW FOR THE SANTA CLARA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

At a Glance

- Issuing agency: Santa Clara LAFCO
- Subject: Service Review for the Santa Clara County Mosquito and Vector Control District
- Project budget: Not to exceed \$90,000
- Length of the Project: Approximately 8 months, beginning September 2026
- Proposals due: Thursday, July 10, 2026, 5:00 PM (by email only)
- Interviews: Anticipated during the week of July 20th (date and time TBD)

1. Objective

Santa Clara LAFCO is seeking proposals from professional service firms to prepare a Service Review for the Santa Clara County Mosquito and Vector Control District (the District). The work must be completed in compliance with applicable California Government Code sections and Santa Clara LAFCO policies.

Service reviews help LAFCO, the public, and other agencies understand how public services are governed and delivered, evaluate options for efficient and effective service delivery, and develop information used to update spheres of influence. LAFCO is not required to initiate boundary changes based on a service review, but LAFCO, local agencies, or the public may use service reviews together with additional research and analysis where necessary, to pursue changes to jurisdictional boundaries or spheres of influence.

2. Background

The Cortese-Knox-Hertzberg Local Government Reorganization Act (CKH Act) requires LAFCO to conduct service reviews prior to or in conjunction with sphere of influence updates, and to review and update the sphere of influence of each city and special district once every five years as necessary [Government Code § 56430]. Santa Clara LAFCO is responsible for establishing, reviewing, and updating spheres of influence for 41 public agencies in Santa Clara County (15 cities and 26 special districts). LAFCO's Service Review Policies provide guidance for preparing and conducting service reviews.

2.1 Santa Clara County Mosquito and Vector Control District (SCMVCD)

The Santa Clara County Mosquito and Vector Control District was formed in May 1998 as a dependent special district and is governed by the Santa Clara County Board of Supervisors. The principal act that governs the District is the Mosquito Abatement and Vector Control District Law, originally called the Mosquito Abatement Act of California of 1915, that was significantly revised in 2003 (SB 1588) to

become the “Mosquito Abatement and Vector Control District Law.” The District is part of the County’s Consumer and Environmental Protection Agency (CEPA). The boundary of the District is countywide and includes 1,304 square miles.

The District provides mosquito, rat, and other vector and wildlife control services throughout Santa Clara County. More specifically, these services include: 1) detection of the presence and prevalence of vector-borne diseases such as plague, West Nile Virus, rabies and Lyme Disease through ongoing and comprehensive vector surveillance and testing, 2) reducing vectors or exposure to vectors that transmit diseases, 3) conducting routine inspections and treatment as necessary of known mosquito and rodent sources, 4) responding to public service requests for identification, advice and/or initiation of control measures for mosquitoes, rodents, wildlife, and miscellaneous invertebrates (e.g., ticks, yellow jackets, cockroaches, bees, fleas, flies, etc.), 5) providing public information through a variety of channels, including a website, social media and educational presentations for schools, homeowners associations, private businesses, civic groups and other interested groups regarding vectors and vector-borne diseases, and 6) preventing disease and illness by identifying, inventorying, inspecting, and treating sources of vector development.

The District provides vital public health services, which have become even more crucial with the presence of *Aedes aegypti* mosquitoes in the county, which can transmit dengue, Zika, chikungunya, and yellow fever.

The District is currently funded by two benefit assessments on properties located within the District (approved in 1996 and in 2005).

The most recent LAFCO service review for the District was completed in 2013 and did not identify any pressing issues for the District.

In January 2026, the District reported that it is facing a significant structural deficit as revenues have not kept pace with rising operational costs. In response, the District staff recommended pursuing a 2026 assessment ballot to increase revenue. For FY 2025-2026, the District projected a \$2.77 million shortfall, primarily due to payroll costs that have risen 32% since 2020, while assessment revenue increased only 12%. In January 2026, the County Board of Supervisors, acting as the District’s governing board, initiated a mail-in ballot process to seek property owner approval of a new benefit assessment. It is anticipated that the District’s governing board will hear tabulation results and consider ordering levying of the new assessment for FY 2026-2027 on June 2, 2026.

At the Santa Clara LAFCO’s December 3, 2025 meeting and February 4, 2026 meeting, speakers identifying themselves as SEIU 521 stewards and/or District staff shared concerns about the District’s financial transparency and reduced ability to deliver essential public health services and requested LAFCO’s assistance. The group also submitted written materials ([see Agenda Item # 6](#), February 4, 2026 LAFCO Meeting) detailing their concerns and requested LAFCO to initiate an assessment of the District’s financial practices, operational capacity, and public reporting. In response, the Commission directed LAFCO staff to initiate a service review for the District to examine the issues raised.

3. Project Scope

The selected firm will conduct a service review for the Santa Clara County Mosquito and Vector Control District to address certain issues, as specified in greater detail below. Using the information gathered during the service review, the firm will also prepare service review determinations and sphere of influence determinations for the District.

3.1 Focus Issues

The consultant will examine a set of focus issues, which closely correspond to concerns raised when LAFCO initiated this service review, and provide recommendations/options for addressing these issues, as necessary. These focus issues require analytical depth and include the following:

a. Organizational Structure and Service Efficiency

The Service Review will examine (a) management practices, organizational structure, internal accountability mechanisms, and staff feedback channels; and (b) operational efficiency in core services (surveillance, abatement, public communication, emergency response, coordination with the County Public Health Department and the California Department of Public Health, etc.). Detection of the invasive *Aedes aegypti* mosquito and West Nile virus in the county provide specific reference points for this assessment. The review will benchmark the District against comparable California mosquito and/or vector control districts, as feasible.

b. Fiscal Stewardship and Funding Adequacy

The Service Review will evaluate the District's budget management, the alignment of staffing and resource allocation with the District's mandate/mission, and the alignment of funding sources with the District's operational plans considering current and emerging vector threats. The review will identify funding constraints, opportunities, and cost-avoidance opportunities. Findings will be benchmarked against comparable California mosquito and/or vector control districts, as feasible.

c. Governance Structure and Service Delivery Models

The Service Review will examine the District's current governance arrangement, including its status as a dependent district within the County's Consumer and Environmental Protection Agency, and any structural factors that bear on the concerns raised. The review will evaluate the advantages and disadvantages of potential government structure options. The review will benchmark the District against comparable California mosquito and/or vector control districts, as feasible.

d. Public Accountability and Transparency

The Service Review will also examine the public accountability and transparency of the District as it relates to its decisions, actions, and use of public funds.

e. Climate Adaptation

The Service Review will evaluate how the District is adapting to a changing climate baseline and identify any potential adaptation needs.

f. Coordination and Shared Services

The Service Review will examine any current coordination, mutual-aid, and shared-facility arrangements between the District and adjacent mosquito and/or vector control agencies, opportunities for new shared-services arrangements, and coordination with relevant county agencies such as the County Public Health Department, as well as state-level coordination with the California Department of Public Health.

3.2 Prepare a written statement of determinations for the District regarding each of the following considerations required by California Government Code §56430

- Growth and population projections for the affected area.

- Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
- Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies — including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated communities.
- Financial ability of agencies to provide services.
- Status of, and opportunities for, shared facilities.
- Accountability for community service needs, including governmental structure and operational efficiencies.
- Any other matter related to effective or efficient service delivery, as required by Commission policy.

3.3 Prepare a recommendation for the update of the District’s sphere of influence, including a written statement of determinations for each of the following considerations required by California Government Code §56425:

- Present and planned land uses in the area, including agricultural and open-space lands.
- Present and probable need for public facilities and services in the area.
- Present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- Existence of any social or economic communities of interest in the area, if the Commission determines they are relevant to the agency.
- Nature, location, and extent of any functions or classes of services provided by existing districts.

4. Service Review Tasks and Deliverables

The Service Review will be conducted in accordance with LAFCO’s Service Review Policies. The schedule will be negotiated with the selected firm and will be based on the following key tasks. Other activities may be necessary.

4.1 Kickoff & Community Engagement

- Attend kickoff meeting with LAFCO staff and the Ad-Hoc Committee.
- Conduct community engagement for the service review, through meeting(s) and/or survey.
- Prepare summary memo of input received at the meeting(s) and/or from the survey.

4.2 Evaluation Criteria and Data Collection

- Develop evaluation criteria for the Service Review determinations, as necessary.
- Compile data from available public records
- Develop a questionnaire to fill-in any data gaps, aligned to the evaluation categories and the identified issues.
- Conduct follow-up interviews with the District, the County, and adjacent mosquito and/or vector control agencies as needed.
- Compile a draft profile of the District and distribute the draft profile to the District for accuracy review.

Deliverable: Complete profile of the District and a comparator memo summarizing relevant operating practices/governance of mosquito and/or vector control agencies.

4.3 — Data Analysis and Preliminary Findings

- Analyze data to make preliminary findings for the District addressing the identified issues and develop any recommendations, where appropriate.
- Discuss preliminary findings and recommendations with LAFCO staff.
- Present preliminary findings to Ad-Hoc Committee.

Deliverable: Preliminary findings to LAFCO staff.

4.4 — Administrative Draft Report

- Prepare an Administrative Draft Report for LAFCO staff review, in accordance with the project schedule.
- LAFCO staff will review and provide comments on Administrative Draft Report, in accordance with the schedule.

Deliverable: Deliver Administrative Draft Report to LAFCO staff.

4.5 — Draft Report, Public Workshop, and LAFCO Hearing

- Address LAFCO staff comments and prepare a Draft Service Review Report.
- LAFCO staff will distribute the Draft Report for a 21-day public review and comment period.
- Conduct public workshop(s) on the Draft Report and prepare summary memos of input received at each meeting.
- Provide written responses to comments received during the public review period.
- Present the Draft Report at the LAFCO public hearing.

Deliverable: Consultant must deliver a MS Word and a PDF version of the Draft Report (Both versions must comply with ADA Title II accessibility requirements, including WCAG 2.1, Level AA as may be amended or superseded by applicable law).

4.6 — Revised Draft Report and LAFCO Hearing

- Revise the Draft Report to address comments and submit the Revised Draft Report to LAFCO staff.
- LAFCO staff will distribute the Revised Draft Report for a 21-day public review and comment period.
- Provide written responses to comments received during the public review period.
- Present the Revised Draft Report at the LAFCO public hearing.

Deliverable: Consultant must deliver a MS Word version and a PDF version of the Revised Draft Report. (Both versions must comply with ADA Title II accessibility requirements, including WCAG 2.1, Level AA as may be amended or superseded by applicable law).

4.7 — Final Report

- Following LAFCO adoption of the Service Review, prepare the Final Report.

Deliverable: Consultant must deliver a MS Word version and a PDF version (Both versions must comply with ADA Title II accessibility requirements, including WCAG 2.1, Level AA as may be amended or superseded by applicable law), and three (3) hard copies of the Final Report.

5. Schedule and Budget

Project cost is not to exceed \$90,000. The final budget will be negotiated with the selected firm prior to contract execution.

It is anticipated that the firm will start work in September 2026 and that the service review will be conducted over the next 8 months or so. The final schedule for this project will be negotiated with the firm selected prior to reaching an agreement and will be based on the key steps listed in Section 4. of the RFP.

6. Proposal Requirements

Each proposal must address each of the following sections.

6.1 Firm and Team Qualifications

Provide a description of the firm, including its history, the principal, and resumes for each professional who will be involved in the work. Identify the lead professional responsible for the project and the professional(s) performing day-to-day work. Identify any associate consultant firms, the work each will perform, and provide the same information for those firms.

Address the firm's level of expertise in each of the following areas.

General Expertise

- Familiarity with the CKH Act, the role and functions of LAFCO, and the service review process.
- Ability to analyze and present information in an organized format.
- Ability to quickly interpret varied budget and planning documents.
- Ability to facilitate and synthesize input from a variety of stakeholders.
- Familiarity with public input processes and experience managing the presentation and dissemination of public information for review and comment.
- Experience fostering multi-agency partnerships and cooperative problem-solving.
- Ability to provide flexible and creative alternatives to resolve service and policy issues.

Subject-Matter Expertise: Management, Operations, Budget and Fiscal Analysis of Public Agencies and Special Districts

Required:

- Experience evaluating organizational effectiveness, management practices, and operational efficiency in California public agencies, including peer-benchmarking methodologies.
- Experience analyzing public agency and special district funding structures and fiscal stewardship, including cost-effectiveness analysis and the alignment of resource allocation with mission requirements under shifting service demand.
- Experience evaluating special district governance arrangements and analyzing alternative governance structures.
- Familiarity with California special district law, including the Mosquito Abatement and Vector Control District Law (Health & Safety Code § 2000 et seq.).

Preferred:

- Familiarity with mosquito and vector control district operations, such as arbovirus and vector-borne disease surveillance, integrated pest management, invasive mosquito response programs, public communication during disease detections, etc.

- Experience evaluating climate-adaptation needs in public-health and environmental health contexts.

6.2 Related Experience and References

Provide a statement of related experience, with references for each project including contact name, address, and telephone number.

6.3 Proposed Approach

Describe the anticipated approach for this project and explicitly discuss and identify any suggested changes to the project scope in Section 3.

Identify any information, materials, or work assistance required from LAFCO, the District, or the County. The expectation is that the consultant will use all available data sources to develop the District profile in order to minimize the workload for the District.

6.4 Proposed Project Schedule

Provide an overall project schedule, including the timing of each work task, and information about the availability of all professionals (including any associate consultants) who will be involved.

6.5 Cost Proposal

- Not-to-exceed total budget amount.
- Cost for each major sub-task identified in Section 4.
- Hourly rates for each person involved in the work, including any associate consultants.

6.6 Comments on the Draft Services Agreement

Provide comments on the draft services agreement (Attachment A), specifically including the firm's ability to meet the insurance requirements and other provisions.

7. Submission Instructions

Proposals will be accepted by email only at lafco@ceo.sccgov.org and should be addressed to Neelima Palacherla, LAFCO Executive Officer. Proposals must be submitted as a single, complete electronic file.

Due: Friday, July 10, 2026 by 5:00 PM. Late proposals will not be considered.

LAFCO reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP, or to cancel the RFP.

8. Evaluation Criteria and Selection Process

Firms will be evaluated on relevant work experience, completeness of response, overall project approach, and proposed project budget. A consultant selection committee will conduct interviews and select the most qualified firm based on these criteria and reference checks.

Interviews are anticipated to be held during the **week of July 20th (date and time TBD)**. The selection committee is expected to make a decision soon after. Following selection, a final services agreement — including budget, schedule, and scope — will be negotiated before executing the contract.

LAFCO reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP, or to cancel the RFP.

9. LAFCO Contact

Neelima Palacherla, Executive Officer
LAFCO of Santa Clara County
Email: lafco@ceo.sccgov.org

10. Reference Information

General information about Santa Clara LAFCO is available at SantaClaraLAFCO.org. Additional references:

- [LAFCO Policies and Procedures Manual \(See Chapter 3.10 Service Review Policies\)](#)
- [LAFCO's 2013 Service Review for the Santa Clara County Mosquito and Vector Control District](#)
- [Website for Santa Clara County Mosquito and Vector Control District](#)

11. Attachment

Attachment A — Draft Professional Services Agreement and Insurance

**SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION
COMMISSION OF SANTA CLARA COUNTY AND _____ FOR THE SANTA
CLARA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SERVICE REVIEW**

This Services Agreement (“Agreement”) is made effective _____, 2026 (“Effective Date”), by and between the Local Agency Formation Commission of Santa Clara County (“LAFCO”) and _____ (“Contractor”) to provide consulting services for the Santa Clara County Mosquito and Vector Control District Service Review.

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent body; and

WHEREAS, LAFCO needs assistance with the preparation of the Santa Clara County Mosquito and Vector Control District Service Review; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the June 3, 2026 meeting of LAFCO, the Commission delegated authority to the LAFCO Chair to enter into an agreement with the most qualified consultant for preparation of the Santa Clara County Mosquito and Vector Control District Service Review;

THEREFORE, the parties agree as follows:

1. Nature of Services.

Contractor will provide to LAFCO the services described in Exhibit A1, Scope of Services, which is attached hereto and incorporated herein by this reference. Contractor shall perform the services in accordance with the project timeline as described in Exhibit A2, which is attached hereto and incorporated herein by this reference.

2. Term of Agreement.

This Agreement is effective from the Effective Date to, and including, December 31, 2027, unless terminated earlier in accordance with Section 4. The parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the services. Time is of the essence and Contractor shall perform its services in a prompt and timely manner within the term of this Agreement. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. Compensation.

A. Contractor will be compensated for services provided under this Agreement in accordance with the rate schedule included in Exhibit A3, which is attached hereto and incorporated herein by this reference. Contractor will complete all the work and tasks described in Exhibit A1 for an amount not to exceed \$90,000 (“Contract Price”). Contractor shall be paid based on the rate schedule indicated in Exhibit A3, and the percentage of sub-tasks completed monthly, but compensation and expenses shall not exceed the Contract Price or the individual sub-task amount.

B. Contractor will provide LAFCO with monthly invoices specifying the percentage of completion for each sub-task based on tasks described in Exhibit A1. Contractor shall submit its final invoice to LAFCO within thirty (30) days from the last date of providing services or expiration or termination of this Agreement and failure by the Contractor to submit a timely invoice may constitute a waiver of its right to final payment.

C. Contractor shall deliver the administrative draft report, the draft report addressing staff comments for public review and comment, the revised draft report for public review and comment, and the final report adopted by LAFCO in accordance with the project timeline provided in Exhibit A2. or as otherwise determined by mutual written agreement of the parties. If the foregoing reports are not delivered according to the timeline in Exhibit A2 or as otherwise mutually agreed or if they do not comply with the requirements in the Scope of Services, it is understood, acknowledged and agreed that LAFCO will suffer damage. As fixed and liquidated damages, LAFCO shall withhold from Contractor the payment of the sum of \$200 per calendar day for each and every calendar day of delay beyond the date that each report is due in accordance with the timeline in Exhibit A2, or as otherwise mutually agreed.

4. Termination.

A. Termination Without Cause. LAFCO may terminate this Agreement without cause by giving Contractor ten (10) days written notice. Contractor may terminate this Agreement without cause, if approved by the Executive Officer in consultation with LAFCO Counsel, in her or his sole and absolute discretion, by giving LAFCO ten (10) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon ten (10) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. The termination notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination with or without cause, Contractor will deliver to LAFCO copies of all Documents & Data whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided prior to termination, as solely and reasonably determined by LAFCO. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Agreement.

5. Project Managers; Substitution

A. Contractor designates _____ as the Contractor's Project Manager for the purpose of performing the services under this Agreement. _____ will serve as day-to-day contact for LAFCO and work directly with staff.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone to replace _____ to serve as Project Manager without the written permission and the sole discretion of the LAFCO

Executive Officer or their authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

6. Conflicts of Interest.

Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

7. Indemnification/Insurance.

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

8. Accessibility Compliance (Web/Digital Content)

Contractor shall ensure that any website, web content, mobile application content, and electronic documents, including PDF, Word, spreadsheet, and presentation files, provided to or for LAFCO under this Agreement comply with applicable ADA Title II accessibility requirements, including WCAG 2.1, Level AA as may be amended or superseded by applicable law. Contractor shall, at its sole cost, promptly remediate any non-compliant content upon notice from LAFCO. If Contractor fails to timely remediate, LAFCO may perform or obtain remediation, and Contractor shall reimburse LAFCO for LAFCO's reasonable remediation costs. Contractor shall provide reasonable documentation of accessibility compliance upon LAFCO's request.

9. Compliance with all Laws; Standard of Care.

Contractor shall, during the term of this Agreement, comply with all applicable federal, state, and local rules, regulations, and laws. Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. Maintenance of Records.

Contractor shall maintain books, documents, financial records, and other evidence pertaining to costs incurred and adequate to show that LAFCO funds paid under this Agreement were used for purposes consistent with the terms of this Agreement. These records shall be maintained and made available at all reasonable times during the term of this Agreement and for a period of three (3) years from expiration or termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.

11. Nondiscrimination.

Contractor will comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as

amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in providing services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

12. Notices.

All notices required by this Agreement shall be given in writing and delivered by email, personally, or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section and shall be effective upon receipt thereof.

To Contractor: _____

To LAFCO: LAFCO Executive Officer
777 North First Street, Suite 410
San Jose, CA 95112

13. Governing Law.

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County or the federal Northern District of California.

14. Assignment.

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. Contractor may not assign, sublet, or transfer this Agreement or any rights or obligations hereunder without the specific written consent of LAFCO, which may be withheld for any reason. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO's sole and absolute discretion, for immediate termination of the Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

15. Relationships of Parties; Independent Contractor.

Contractor will perform all work and services described herein as an independent

contractor and not as an officer, agent, servant or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. LAFCO reserves its right to employ other consultants, in connection with this project or other projects. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than LAFCO and the Contractor.

16. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

17. Amendments.

This Agreement may be amended only by an instrument signed by the parties.

18. Counterparts; Authority.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

19. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

20. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

21. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in

plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

**SIGNATURE PAGE FOR SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY
FORMATION COMMISSION OF SANTA CLARA COUNTY AND _____ FOR THE
SANTA CLARA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SERVICE REVIEW**

IN WITNESS WHEREOF, LAFCO and Contractor have executed this Agreement as follows:

LAFCO

Contractor

Rosemary Kamei, LAFCO Chair
Santa Clara LAFCO
Date: _____

Date: _____

APPROVED AS TO FORM:

Malathy Subramanian, LAFCO Counsel

- Exhibits to this Agreement:
- Exhibit A1 - Scope of Services
 - Exhibit A2 - Project Timeline
 - Exhibit A3 - Rate Schedule
 - Exhibit B - Indemnification and Insurance

**INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000**

Indemnity

During the term of this contract, the Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the LAFCO under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

D. Insurance Required

1. Commercial General Liability Insurance

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and

advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

3 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the LAFCO's coverage and be endorsed to add the LAFCO and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy.
4. Contractor hereby grants to LAFCO a waiver of any right to subrogation which any insurer of said Contractor may acquire against the LAFCO by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LAFCO has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the LAFCO for all work performed by Contractor, its employees, agents and subcontractors.

5. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
6. LAFCO reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish LAFCO with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the LAFCO cited herein. If such bond is canceled or reduced, Contractor will notify LAFCO immediately, and LAFCO may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of LAFCO.