

## **SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT**

7759 SOUTH AIRPORT WAY, STOCKTON, CA 95206

Telephone: (209) 982-4675 Fax: (209) 982-0120

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### **BOARD OF TRUSTEES MEETING**

**Monday, April 18, 2017**

**1:00 P.M.**

All proceedings before the Board of Trustees are conducted in English. The District does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the District, please contact the Manager at (209) 982-4675 at least 48 hours prior to the meeting to enable the District to make reasonable arrangements to ensure accessibility.

#### **1. CALL TO ORDER; ROLL CALL**

- 2. PUBLIC COMMENT PERIOD** – This time is reserved for members of the public to address the Board of Trustees relative to matters within the jurisdiction of the San Joaquin County Mosquito & Vector Control District. No action may be taken on non-agenda items unless authorized by law. Speakers should hold comments on items listed as a Public Hearing until the Hearing is opened. Comments will be limited to five minutes per person.

#### **3. CONSENT CALENDER**

- a. Minutes of the March 21, 2017 regular meeting of the Board of Trustees
- b. Expenditure and financial reports for March 2017
- c. District activities report for March 2017
- d. Community Education Program report for March 2017
- e. Manager's report
- f. Correspondence

#### **4. MOSQUITO AND VECTOR CONTROL ASSOCIATION OF CALIFORNIA (MVCAC)**

- a. Report of MVCAC Annual Conference, March 26 – 29, 2017
- b. MVCAC Annual Conference Presentation District Entomologist
- c. Request for authorization to attend MVCAC Spring Quarterly Meeting, May 4-5, 2017

#### **5. REPORT ON MOSQUITO CONTROL ACTIVITIES ALONG THE SAN JOAQUIN AND MOKELUMNE RIVERS**

#### **6. REVIEW AND DISCUSSION REGARDING DISTRICT'S APPLICATION FOR FEDERAL AID (FEMA-4308-DR-CA) ASSOCIATED WITH MOSQUITO CONTROL ACTIVITIES ALONG THE SAN JOAQUIN AND MOKELUMNE RIVERS**

#### **7. STATUS REPORT ON ZIKA RESPONSE RESOURCE FUNDING OFFERED BY THE U.S. CENTERS FOR DISEASE CONTROL**

**8. COMMENTS FROM TRUSTEES AND STAFF ON NON-AGENDA ITEMS**

**9. OTHER BUSINESS; ANNOUNCEMENT OF FUTURE BOARD AND COMMITTEE MEETINGS**

- The next regular meeting of the Board of Trustees will be 1:00 p.m. Tuesday, May 16, 2017
- Budget committee meeting at 11:30 a.m. Tuesday, May 16, 2017 prior to regular meeting
  - Committee members are: Lambdin (Chair), Fiori, Groen, and Haskin

**10. ADJOURN**

# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/10/2017  
**Re:** April 2017 BOT Meeting, Agenda Item 3

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## **3. CONSENT CALENDER**

- a. **Draft minutes of the March 21, 2017 regular meeting of the Board of Trustees**
- b. **Expenditure and Financial report for March 2017**
- c. **District activities report for March 2017**
- d. **Public Information and Outreach report for March 2017**
- e. **Manager's report**
- f. **Correspondence**

The Consent Calendar consists of items that require approval or acceptance but are self-explanatory and generally require no discussion. If the Board would like to discuss any item listed, it may be pulled from the Consent Calendar and discussed separately.

If there are no items that the Board would like to discuss separately, it is recommended that the Board of Trustees approve the Consent Calendar as presented.

Attachments

**SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT  
7759 SOUTH AIRPORT WAY, STOCKTON, CALIFORNIA 95206**

**MINUTES OF THE BOARD OF TRUSTEES MEETING**

**March 21, 2017**

**1. Call to Order**

The regular meeting of the Board of Trustees of the San Joaquin County Mosquito and Vector Control District was held Tuesday, March 21, 2017, at the District's Stockton office. President Colombini called the meeting to order at 1:01 p.m.

**Trustees Present:**

Marc Warmerdam  
Gary Haskin  
Jay Colombini  
Jack Fiori  
Omar Khweiss  
Gary Lambdin  
Francis Groen  
Greg Selna  
Mike Manna

**Staff Members Present:**

Eddie Lucchesi, Manager  
John Fritz, Assistant Manager  
Jamie Tuggle, Secretary  
Emily Nicholas, Administrative Assistant

**Other:** None

**Trustees Absent:**

Glenn Page  
Greg O'Leary

**2. Public Comment Period**

There was no public comment

**3. Consent Calendar**

- a. Minutes of the February 17, 2017 regular meeting of the Board of Trustees
- b. Expenditure and Financial Reports for February 2017.
- c. District activities report for February 2017.
- d. Public Information & Outreach report for February 2017.
- e. Manager's report
- f. Correspondence

Following review and discussion of the Consent Calendar, it was moved by Trustee Warmerdam, seconded by Trustee Groen, to approve the Consent Calendar as presented; motion passed; with Trustee Haskin abstaining regarding Item a., since he was absent from the February 17, 2017 meeting.

**4. Request for authorization to award a three year contract to perform Aerial Mosquito Larviciding work commencing April 1st, 2017 thru December 31st, 2019.**

Manager Lucchesi informed the Board that the District's contract with Precissi Flying Service concluded on December 31, 2016. The District agreed to retain service on a month to month basis leading up to a new contract. Staff submitted requests for proposals (RFPs) to local aerial applicators last month. Interested aerial applicators were required to submit bids by March 5, 2017. The District sent RFPs to Alpine Helicopter Service, Haley Flying Service, Hawke Aviation, and Precissi Flying Service. Manager Lucchesi received two responses, a letter from Haley Flying Service stating they would not be able to bid for the requested service, and a bid from Precissi Flying Service. The bid (application costs) from Precissi Flying Service for the new three year term was left unchanged from the previous agreement. Following review and discussion of the bid, it was moved by Trustee Lambdin, seconded by Trustee Warmerdam, to award the bid to Precissi Flying Service as presented; the motion was unanimously approved.

**5. Review/Discussion/Action to accept the 2016 District Annual Report.**

Manager Lucchesi reviewed the Draft Annual Report with the Board. Following review and discussion of the Draft Annual Report, it was moved by Trustee Fiori, seconded by Trustee Selna, to approve the Annual Report as presented; the motion was unanimously approved.

**6. Request for authorization to dispose of surplus District equipment.**

Manager Lucchesi reported that the District had a quantity of property that is considered surplus and available for disposal, the property consists of outdated vehicles and vehicle parts, and other miscellaneous items. Manager Lucchesi recommended that the Board authorize staff to dispose of the property with a local auction company, and that the proceeds of the disposal be deposited in the District's General Fund. Following review and discussion it was moved by Trustee Groen, seconded by Trustee Warmerdam to authorize staff to dispose of the surplus property as recommended by the Manager; the motion was unanimously approved.

**7. Notice of development of an eligibility list for the position of Mosquito Control Technician I.**

Manager Lucchesi reported to the Board that due to potential vacancy(s) in the position of MCT I, and the anticipated increase in the District's work load for flood-water response and anticipated arrival of Invasive Aedes mosquitoes during this year, staff will be developing a contingency plan to fill those vacancies per the District's civil service rules (Policy 2900). Manager Lucchesi requested the Board approve the development of an eligibility list of qualified candidates following exams (written and oral), interviews, and background reviews. The list will establish those qualified to be appointed to any vacant position / or based on an immediate need by the Manager. After review and discussion, it was moved by Trustee Lambdin and seconded by Trustee Fiori to start the process to fill this position. This motion was unanimously approved.

**8. Resolution (DRAFT) of the Board of Trustees of the San Joaquin County Mosquito and Vector Control District (DISTRICT) designating the Manager and Assistant Manager as authorized agent(s) to engage with the Federal Emergency Management Agency and the California Emergency Management Agency regarding grants applied for by the District.**

On March 7, 2017, Manager Lucchesi received word from San Joaquin County OES that Governor Brown included San Joaquin County in his proclamation of a State of Emergency for FEMA for their consideration. In doing so, the District may qualify for funding to conduct mosquito control efforts along designated areas most affected by the recent storms and related flooding. At the time of this report, the District larvicided approximately 3,500 acres by air alone. Manager Lucchesi stated there is a chance the District may exceed budgeted amounts in two categories of the District's 16/17 expenditure budget which would include Account #6221002 – Contract Aircraft and Account #6252000 – Ag Chemicals. Resolution 16/17-8 would designate the Manager or Assistant Manager as authorized agents to engage with FEMA and Cal EMA regarding grants applied for by the District. Following review and discussion of the Cal EMA 130 form and the draft resolution, it was moved by Trustee Warmerdam, seconded by Trustee Groen, to approve resolution 16/17-08 as presented; the motion was unanimously approved.

**9. Other Business; Announcement of future Board and Committee meetings.**

- Policy Committee meeting April 18<sup>th</sup>, at 11:30 a.m.
- The next regular meeting of the Board of Trustees will be 1:00 p.m. Tuesday, April 18<sup>th</sup>, 2017.

**10. Adjournment**

There being no further business, it was moved by Trustee Warmerdam, seconded by Trustee Groen, to adjourn the meeting at 1:37 p.m.; the motion passed unanimously.

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**MR. GREG SELNA, BOARD SECRETARY**

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**MR. EDDIE LUCCHESI, MANAGER**

# San Joaquin County Mosquito & Vector Control District

## Budget and Actual Comparison

July 2016 through March 2017

	Jul '16 - Mar '17	Budget	% of Budget
<b>General Revenues</b>			
MISC. REVENUES	\$ 507,479.27	\$ 588,252.02	86.27%
PROPERTY TAX	2,583,681.88	4,805,972.06	53.76%
INTEREST INCOME	35,247.89	49,520.01	71.18%
AID FRM OTHER GOVT AGENCIES	47,149.89	95,020.04	49.62%
CHARGES FOR SERVICES	1,593,187.10	3,018,644.00	52.78%
<b>Total general revenues</b>	<b>4,766,746.03</b>	<b>8,557,408.13</b>	<b>55.7%</b>
<b>General Expenditures</b>			
EE SALARIES & WAGES	1,739,971.88	2,591,474.03	67.14%
EMPLOYEE BENEFITS	1,600,750.31	2,363,570.08	67.73%
GEN SRVS&SUPPLIES	1,795,944.94	2,825,500.01	63.56%
<b>Total general expenditures</b>	<b>5,136,667.13</b>	<b>7,780,544.12</b>	<b>66.02%</b>
<b>Other Expenditures</b>			
OTHER CHARGES	576.55	42,100.00	1.37%
CAPITAL EXPENSE	173,297.08	442,500.00	39.16%
<b>Total other expenditures</b>	<b>173,873.63</b>	<b>484,600.00</b>	<b>35.88%</b>
<b>Net Surplus (Deficit)</b>	<b>\$ (543,794.73)</b>	<b>\$ 292,264.01</b>	

**San Joaquin County Mosquito & Vector Control District**  
**FUND REPORT**  
**March 2017**

4/10/2017

	SJC-55401 GEN FUND	SJC-55402 BEN ASSESSMENTS	SJC-55411 CONTINGENCIES	SJC-55412 GEN RESERVE	SJC-55413 Comp Absences	ALL FUNDS TOTAL
DISTRICT OPERATIONS						
TOTAL REVENUES	\$ 40,300.28	\$ 510.71	\$ -	\$ -	\$ -	\$ 40,810.99
TOTAL EXPENDITURES	\$ 504,923.73	\$ -	\$ -	\$ -	\$ -	\$ 504,923.73
NET CHANGE	\$ (464,623.45)	\$ 510.71	\$ -	\$ -	\$ -	\$ (464,112.74)
REVENUES:						
INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL REVENUES, TAXES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INTERGOVT REVENUES	\$ -	\$ 510.71	\$ -	\$ -	\$ -	\$ 510.71
MISC REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 40,300.28	\$ 510.71	\$ -	\$ -	\$ -	\$ 40,810.99
OTHER FINANCING SOURCES						
TRANSFER IN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFER OUT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING BALANCE, On deposit w Auditor's, 02/28/17	\$ 6,471,903.82	\$ 594,849.62	\$ 1,240,854.00	\$ 2,129,416.00	\$ 427,045.90	\$ 10,340,778.70
ENDING BALANCE, On deposit w Auditor's, 03/31/17	\$ 6,217,288.65	\$ 595,360.33	\$ 1,240,854.00	\$ 2,129,416.00	\$ 427,045.90	\$ 10,340,778.70
REVOLVING FUND BALANCE, 03/31/17	534,807.05					
CALCRD PAYABLE	(69,427.01)					
ADJUSTED ENDING BALANCE, 03/31/17	\$ 6,682,668.69	\$ 595,360.33	\$ 1,240,854.00	\$ 2,129,416.00	\$ 427,045.90	\$ 11,075,344.92
ENDING FUND BALANCE, 03/31/16	\$ 6,305,797.00	\$ 552,902.80	\$ 1,171,133.00	\$ 1,966,485.00	\$ 344,460.90	\$ 10,340,778.70

# San Joaquin County Mosquito & Vector Control District Expenses by Vendor Summary

March 2017

	Mar 17
ACE Hardware	104.92
Adapco	17,772.07
Airport Parking	120.49
Amazon Marketplace	438.39
Arro Gun Spray Systems, LLC	119.09
Association Outsource Services, Inc.	294.50
AT&T	932.28
Battery Bill, Inc	107.03
Bay Alarm	898.56
Big Valley Ford	250.34
Big W Sales	71.93
BioQuip	113.51
CA Board of Equalization	100.00
CA Dept. of Motor Vehicle	3.00
California Aquaculture Association	140.00
CalPERS	50,995.45
Capital Rubber Co., Ltd.	155.97
Central Valley Hardware Co.	6.39
Central Valley Motor-Napa Auto Parts	349.85
Chevron and Texaco Card Services	1,804.13
City of Lodi	264.02
City of Stockton	205.08
City Parkings	6.25
Clarke Mosquito Control	34,908.42
Clutch & Brake Xchange Inc.	66.37
Contractor's Equipment Service, Inc.	103.31
Creative Outdoor Environments, Inc.	300.00
CSV, Certified Public Accountants	920.00
Delta Dental	4,520.32
Delta Industrial Solutions	230.21
Dentoni's Truck Parts Srv. (Dntoni Weldin	86.98
Digital Sign Network LLC	3,000.00
Eley, Christopher K	3,298.00
Enterprise Rent A Car	171.42
Ever Bank	396.57
G&K Services	970.60
HerLife Magazine	375.00
Hyatt Hotels	1,943.16
J. H. Simpson Co	287.77
J. Milano Co., Inc.	24.31
Jack Nadel International	616.45
Lambdin, Gary R	1,437.14
Leading Edge	33,255.57
Lowe's	25.65
Mike Bacchetti and Crew	442.00
Misc. Restaurants	75.85
Misc. Vendors	16.00
Moore Spring Service Inc.	573.54
Nestle Pure Life Direct, Nestle Water	167.58
Nicholas, TW Emily	83.11
Nienhuis, A Keith	112.20
Office Depot	247.93
Pacific Gas&Electric Co.	2,792.19
Pauls Safe Lock & Key	17.24
Raley's	10.98
Rexel Electrical DataCom Supplies	90.55
Richard Chiapparelli Electric	535.00
Sacramento Koi, Inc.	74.69

**San Joaquin County Mosquito & Vector Control District**  
**Expenses by Vendor Summary**

March 2017

	<u>Mar 17</u>
San Joaquin County Dept of Public Works	31.54
San Joaquin County ISD	1,545.09
San Joaquin Magazine	1,000.00
Shell	8.62
Shuttle Services	14.16
Smart&Final	146.37
Staples	203.35
Stericycle Inc.	204.24
Stockton Filter Supply Co., Inc.	19.55
Stockton Petroleum Co.	9,212.79
Stockton Scavengers Association, Inc	204.44
Target Specialty Products	11,485.08
Taxi Cab Misc. Co	16.99
The Record	447.20
Tokay Tire Service, Inc.	4,207.27
Tom Hillier Ford	1,464.54
United Air	233.40
Unum Life Insurance	2,715.29
Vector Borne Disease Surveillance Account	25.00
Verizon Wireless	0.00
Vision Service Plan CA	689.05
Warmerdam, Marc	45.78
Wilbur-Ellis	4,889.59
Your Membership Inc.	50.00
<b>TOTAL</b>	<b><u>206,288.70</u></b>

**SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**  
**District Activities Report**

**March 2017**

**Work Completed:**

**CONTINUATION OF SWIMMING POOL INSPECTIONS**

The District continues to work with the County Assessor's office and the County GIS department to develop a list of properties with swimming pools that are either in default or full foreclosure. There were 8 pools identified on the March list which is down from 9 in February.

**RIVER FLOODING TREATMENTS AND CONDITIONS**

The District continues to spend an inordinate amount of time and resources on mosquito breeding sites on the Mokelumne River, Stanislaus River, San Joaquin River and Middle River. Numerous vineyards and other bottom land along the Mokelumne River have been affected by both breaches and seepage from Clements to Thornton. Though the Stanislaus River isn't excessively high, it is backing up at the confluence to the San Joaquin causing extensive seepage in areas. The San Joaquin and Middle River have slowed down through the month but several areas remain flooded. Larvicide applications are being made predominately by fixed wing aircraft with helicopter applications being conducted along a portion of the Mokelumne River adjacent to Woodbridge. In addition to aircraft work, Field Technicians have treated a large number of smaller sites by hand on all of these riparian areas. 4,100 acres of river seepage and flooding was treated by aircraft alone in March.

**GENERAL FIELD ACTIVITIES**

Beyond river treatments, Technicians actively treated; stormwater ponds, roadside ditches, low areas filled with rainwater in both urban and rural sites, backyard sources and many different types of agricultural drains and ponds. The increase in mosquito abundance resulted in 231 total service requests that Supervisors and Field Technicians responded to. Staff also completed Pesticide Safety/Label Training and Respirator Fit Testing in March. Supervisors and Lab Staff attended an Invasive Aedes Control Workshop held at our facility that provided a good prospectus on different control strategies.

### TOTAL TREATMENT WORK CONDUCTED IN MARCH

#### GROUND WORK

1211 Acs Larvicided  
25 Acs Adulticided  
54 Acs Herbicided

#### AERIAL WORK

4871 Acs Larvicided  
0 Acs Adulticided

### SERVICE REQUESTS

133 Mosquitoes

47 Fish Requests

51 Neglected Pools

0 Misc

### WORK SCHEDULED FOR APRIL

- CONTINUE TO INSPECT NEGLECTED SWIMMING POOLS REPORTED FROM THE PUBLIC AND IDENTIFIED ON THE UPDATED LIST OF HOME FORECLOSURES.
- CONTINUE INSPECTING AND TREATING RIVER SEEPAGE AND FLOODING.
- BEGIN ADULT MOSQUITO CONTROL ACTIVITIES AS NECESSARY.
- BEGIN MONITORING CATCHBASINS FOR MOSQUITO PRODUCTION.

**PUBLIC INFORMATION & OUTREACH MONTH END REPORT**  
**For month ending March, 2017**

**To: Ed Lucchesi, Manager**

**From: Aaron Devencenzi, PIO**

**Monthly Activities:**

- The District's first news release of 2017 was sent on March 8, 2017 titled "Mosquitoes-Storm-Flooding - *Time to Remove Standing Water*". I provided interviews for CPR/NPR, ABC 10, KCRA 3, and CBS 13. The Record, Escalon Times, and the San Joaquin Farm Bureau also printed the news release. SJC OES ran the news release through their social media platforms. As a result of all the coverage, the website site received considerably more activity than the previous month.
- For the period of March 1, 2017 through March 31, 2017 there were 9,201 visitors to the District's website compared to 6,155 in February of 2017. A total of 3,846 more visitors. The site averaged 296 visitors per day compared to 219 per day in February.
- I prepared the 2016 Annual Report for the March board meeting review.
- Radio: Contracts were developed between SJMVCD, Turlock and Eastside MAD's for radio ads running during a six month period from April into September. I submitted direction to the Mayaco Marketing and Internet Company for negotiating joint media (radio) buys and separate District media buys on behalf of the District. We also developed a tentative billing and payment schedule.
- Billboard advertisement: ad spots ran in March on Hwy 99 / Clark Rd and Arch / Airport Rd display boards.
- Magazine advertisement: Proofed ads for both HerLife and San Joaquin Magazines for both March and April issues. Wrote an 800 word article for the May issue of HerLife Magazine.
- Print advertisement: Flood photos and ad copy were submitted to the San Joaquin Farm Bureau for a ¼ page B&W ad in the April issue.
- Two aerial larviciding notices were placed on the District's website.
- Preliminary comparisons of the current email notification platform GovDelivery were made due to a parent company takeover. The GovDelivery product is being compared to Constant Contact. The GovDelivery contract ends July 1, 2017.
- An application was send to Manteca Unified School District for program approval. Subsequently, the District's school presentations were approved and offered to local classes. During the month, three school presentations were given to five classes in Tracy with 128 students in attendance.
- Updates and repairs were made to the District's website pages.
- I monitored the safety supply cabinets weekly and purchased replacement supplies for both Lodi and Stockton.

## MANAGER'S REPORT

For the period March 15 – April 11, 2017

- Meetings attended during this period:
  1. Mosquito and Vector Control Association Annual Conference, March 26 – March 29, 2017 in San Diego, CA. I participated as the NSJV regional representative at the MVCAC Board of Directors meeting. In addition, District Entomologist Shaoming Huang, provided a symposium presentation, Assistant Entomologist Sumiko De La Vega worked the poster session, and Fish Hatchery Manager John Vignolo participated in the State-wide mosquito fish program symposium.
  2. Spray Safe committee meeting at the San Joaquin County Ag Commissioner's Office. Reviewed results of the survey by attendees to the Spray Safe meeting held February 23, 2017.
  3. Northern San Joaquin Valley Region of the MVCAC, March 23, 2017 in Modesto CA. Merced MAD, Turlock MAD, East Side MAD, Saddle Creek Community Services District, CDPH, and San Joaquin MVCD were in attendance to discuss agenda items in preparation for the Annual Conference.
- Received and reviewed resumes from applicants for the District's Vector Ecologist position. The job announcement was posted on the District's web-site, the Mosquito and Vector Control Association of California's job announcement site, and on the American Mosquito Control Association web-site. Applicants were required to provide a cover letter, complete and current resume, and three verifiable references. The District received a total of 13 resumes by the March 17, 2017 deadline date. Individuals interested in the position are from California, Maryland, Georgia, Florida, Texas, New Jersey, and Tennessee. Of the 13 candidates, seven were invited for an interview via phone. Once evaluated, the District will select finalist for a follow up interview at the District office. Our goal is to have the position filled within the month of May.
- Completed the application process for Zika response resource funding offered by the U.S. Centers for Disease Control (CDC) through the oversight of the California Department of Public Health (CDPH). More detailed information will be provided at the Board meeting. Agenda item 7.
- I continued work on the District's FEMA application process. The District provided information relative to river flooding / seepage conditions that provide suitable mosquito breeding sites along the San Joaquin and Mokelumne rivers. In addition, the District has addressed mosquito breeding in storm related flood water conditions in the Delta islands; in the north east section of the County where many of the West Nile virus horse cases were located; and in flooded rice stubble fields north of Escalon. Many of these areas have not had ample time to dry as a succession of early spring storms continue to bring measurable rainfall. Due to these flooded conditions, mosquito breeding is very active, which poses an increased threat of mosquito-borne disease activity such as West Nile virus. The District has responded with a number of aerial larviciding activity in order to prevent adult mosquito emergence. These efforts are costly, and since San Joaquin County has been included for Federal disaster assistance, it is prudent to seek reimbursement funds for the associated costs. This will be addressed in more detail at the Board meeting. Agenda item 6.
- In the area of building / property maintenance projects, the roofing contractor secured in December of 2016, will begin work to remove and replace the existing roofing material on the two car-ports located at the District's Stockton yard. The work has been postponed due to the weather and it is hoped to have it completed by the end of April, weather permitting.

## **MVCAC – Northern San Joaquin Valley Region**

### **Region Report for the March 29, 2017 Board of Director's Meeting**

- 1. The region met March 23<sup>rd</sup>, 2017 at the Fruit Yard Restaurant in Modesto, CA. In attendance were: David Heft and Roger Jorge, Turlock MAD; Eddie Lucchesi and John Fritz, San Joaquin County MVCD; Greg Hebard, Saddle Creek CSD; Lloyd Douglass, East Side MAD; Allan Inman and Bruce Bondi, Merced MAD; Mark Novak, CDPH; and Joe Camacho, Target Specialty Products.**
- 2. The region reviewed the agenda for the MVCAC March 29, 2017 Board of Directors meeting in San Diego and additional Association topics. Following are comments:**
  - **The group reviewed the February 6, 2017 Board meeting minutes, future meeting locations, and Treasurer's report. There was consensus on the minutes and Treasurer's report and further discussion regarding future meeting locations. The region felt that the 2017/18 Spring meeting should be held in South Lake Tahoe, since it is a known location with adequate meeting facilities. We did not have much discussion relating to the 2018 Fall meeting and agreed to wait until we had additional information from AMG. Lloyd Douglass stated that Rhiannon Jones will be taking the scanner down to the San Diego Conference for the purposes of CE registration for attendees.**
  - **We reviewed the Zika funding results for our region. The Districts that make up the region qualified as Tier II Districts. Average received per District was about \$36,000. The money will be used for seasonal help, public outreach, and surveillance equipment.**
  - **There was discussion regarding potential to receive FEMA funding for mosquito control work to address weather related flood lands. Eddie Lucchesi reviewed the aspects of the FEMA application process since San Joaquin has been working closely with their local OES director on this endeavor. Mark Novak recommended utilizing KP as a resource for working with the State OES department, since many other districts may be seeking funding. Eddie Lucchesi added that since a number of counties are listed in the proclamation of a State of Emergency, the Association should probably be involved in some capacity.**
- 3. Continuing education was discussed, and John Fritz is now the CE coordinator for our Region. It appears all districts have met the required hours for their employees for this cycle. San Joaquin will be handling the CE programs for the next coming cycle.**

#### **4. District Updates:**

- **Merced MAD** – Allan Inman announced that Rhiannon Jones has been selected as the new manager for Merced MAD. Allan will begin the transition process with her in May. This includes a re-organization of other positions within the district as well. Allen will be retiring on June 2, 2017 and Assistant Manager Bruce Bondi will be retiring on June 16, 2017.
- **Turlock MAD** – David Heft reported that he has been working closely with his local OES office regarding flooded conditions along the San Joaquin river. He too will be working on applying for FEMA funding for Aerial ULV work. His crew is actively inspecting these sites using criteria that includes larval counts, mosquito species, and proximity to human populations. He plans on conducting some aerial larviciding next week and reported collecting hundreds of *Culex tarsalis* per trap night near these affected areas.
- **Saddle Creek CSD** – Greg Hebard said they're gearing up for spraying of Tree-hole mosquitoes. The Oak trees are loaded with rain water, so he anticipates this as one of his busiest seasons in a long while.
- **Eastside MAD** – Lloyd Douglass confirmed that Rhiannon Jones will be leaving his district for the Merced MAD manager's position. He said his district is receiving lots of service requests already and he too is preparing for flood-water issues as well as Tree-hole mosquito activity. The District will be contracting with an independent pilot to fly the district plane, rather than hiring a district employed pilot.
- **San Joaquin MVCD** – Ed Lucchesi stated the District has initiated aerial larviciding work on river seepage areas along the San Joaquin and Mokelumne rivers. Approximately 3,500 acres have been treated. To date the District has expended approximately \$70,000 in aerial application costs (plane + material) along both of these waterways. The District has formerly announced the position of Vector Ecologist and has posted the job opening on the MVCAC, AMCA, and District web-site.

5. CDPH: Mark Novak reported on the Zika funding. He stated that 28 total districts received funding that included 13 Tier I districts (invasive aedes infestation) and 15 Tier II districts (non-infestation). Mark reported on AB 718 and the potential impact districts may see should this proposed bill pass. Results could present the need for districts to enforce abatement proceedings for problematic conditions.

#### **6. VENDORS:**

- **TARGET** – Joe Camacho gave a quick overview regarding pyrethrin products available through his company.

Submitted by Eddie Lucchesi, Northern San Joaquin Valley Region representative

# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/10/2017  
**Re:** April 2017 BOT Meeting, Agenda Item 3f

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**3f. Correspondence Information**

1. City of Stockton – Letter stating Gary Lambdin was re-appointed as the city of Stockton representative to the District Board of Trustees. Term: March 28, 2017 – December 31, 2020.

Attachment



CITY OF STOCKTON  
OFFICE OF THE CITY CLERK

---

March 29, 2017

SJC Mosquito and Vector Control District Office  
7759 South Airport Way  
Stockton, CA 95206

Dear Eddie Lucchesi,

At its meeting of Tuesday, March 28, 2017, the Stockton City Council appointed the following individual to serve on the San Joaquin County Mosquito and Vector Control District Board.

Gary R. Lambdin  
Term: March 28, 2017 – December 31, 2020

Mr. Lambdin will represent the City of Stockton. If you have any questions or concerns, please contact Eliza Garza of the Clerk's Office at 209-937-8646 or [eliza.garza@stocktonca.gov](mailto:eliza.garza@stocktonca.gov).

BONNIE PAIGE  
CITY CLERK

BP:erg

# Board Meeting Information

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/10/2017  
**Re:** April 2017 BOT Meeting, Agenda Item 4

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## 4. MOSQUITO AND VECTOR CONTROL ASSOCIATION OF CALIFORNIA (MVCAC)

### a. Report of MVCAC Annual Conference, March 26 – 29, 2017.

Trustee Khweiss, along with staff members Huang, Lucchesi, De La Vega, and Vignolo; attended the annual conference of the Mosquito and Vector Control Association of California in San Diego, CA, March 26-29, 2017.

Conference attendees will provide either an oral or a written report re: their attendance at this meeting.

### b. MVCAC Annual Conference Presentations from District Staff.

For the benefit of Trustees unable to attend the conference, District Entomologist Huang will share his presentation provided at the State Conference. In addition, Sumiko De La Vega's Poster Presentation will be displayed in the conference room. The presentations include:

Entomologist Huang – An update on pyrethroid resistance monitoring and genotyping of knockdown resistance (Kdr) gene in *Culex pipiens* complex mosquito populations in San Joaquin County

Poster Presentation – Determining peak flight activity of *Culex erythrothorax* in San Joaquin County

### c. Request for authorization to attend MVCAC Spring Quarterly Meeting, May 4 – 5, 2017.

The Spring Board of Directors meeting of the Mosquito and Vector Control Association of California (MVCAC) is scheduled for May 4 -5, 2017, in Monterey, CA

It is requested that the Manager, Assistant Manager, Entomologist, and interested trustees be authorized to attend this meeting.

This item requires Board action.

Attachments

\*† Current address: Department of Experimental Psychology, University of Cambridge, Cambridge CB2 3RQ, UK.

Figure 4. Proportion of mosquito species collected by mosquito rotator trap at the Stockholm RWCF in 2016.

#### ACKNOWLEDGEMENTS: SICM/CD Board of Trustees:

Figure 5. Temporal dynamics of *Culex erythraeae* flight activity at the Stockton RWCF



# MVCAC

Mosquito and Vector Control Association of California

## SPRING QUARTERLY MEETING

May 4 and 5, 2017

Embassy Suites Seaside

### AGENDA

#### Thursday May 4, 2017

8:00-10:00 a.m.	<b>Aedes Roundtable</b> <i>Laguna Grande EFG</i>
10:00-11:00 a.m.	<b>Trustee Council</b> <i>Del Monte</i>
10:00-11:15 p.m.	<b>Legislative Committee</b> <i>Laguna Grande EFG</i>
12:00 noon-3:00 p.m.	<b>MVCAC Board of Directors Meeting</b> <i>Laguna Grande EFG</i>
3:00-3:15 p.m.	Afternoon Break
3:15 – 5:00 p.m.	<b>Budget Meeting</b> <i>Laguna Grande EFG</i>

#### Friday May 5, 2017

8:00-9:00 a.m.	<b>Public Relations Committee Meeting</b> <i>Del Monte &amp; El Camino</i> <b>Vector &amp; Vector-Borne Disease Committee Meeting</b> <i>Laguna Grande EF</i>
9:00-10:00 a.m.	<b>Regulatory Affairs &amp; NPDES Committee Meeting</b> <i>Del Monte &amp; El Camino</i>  <b>Laboratory Technology Committee</b> <i>Laguna Grande EF</i>
10:00-10:15 a.m.	Refreshment Break
10:15-11:15 a.m.	<b>Integrated Vector Management Committee Meeting</b> <i>Del Monte &amp; El Camino</i> <b>Training &amp; Certification Committee Meeting</b> <i>Laguna Grande EF</i>
11:15 a.m.- 12:15 p.m.	<b>Information Technology Committee Meeting</b> <i>Del Monte &amp; El Camino</i> <b>Vector Control Research Committee Meeting</b> <i>Laguna Grande EF</i>



**MVCAC**  
Mosquito and Vector Control Association of California

One Capitol Mall, Suite 800 • Sacramento, CA 95814 • p: (916) 440-0826 • f: (916) 444-7462 • e: mvcac@mvcac.org

**BOARD OF DIRECTORS MEETING - AGENDA**

**May 3, 2017  
Monterey, CA  
12:00-3:00 p.m.**

<u>Item</u>	<u>Attachment/Page</u>
1. Call to order and roll call	
2. Announcements	
3. Approval of prior meeting minutes	
3.01 Minutes of the March 29, 2017 meeting*	Page 3
4. Approval of additional agenda items*	
5. President/Executive Committee Report	
5.01 2017 Annual Conference Wrap up	
5.02 Presentation of 2016 President Plaque/Missing Board Plaques	
6. Executive Director/Staff Report	
6.01 Staff Report	
6.02 Storage Contents Report (Attachment)	Page 7
6.03 Meeting Locations update (Attachment)	Page 17
7. Treasurer's Report (Attachments)	
7.01 MVCAC Financial Statements as of March 31, 2017*	
7.02 NPDES Financial Statements as of March 31, 2017*	
7.03 Investment Matrix as of March 31, 2017*	
7.04 Approval of 2017-2018 Budget will happen directly following this meeting	
8. Legal Report	
9. Trustee Council Report	
9.01 Service with Distinction Award Discussion (Attachment)	Page 18
10. Committee Reports	
10.01 Information Technology	Page 20

10.02	Integrated Vector Management	
10.03	Lab Technologies	Page 21
10.04	Legislative	Page 22
10.05	Public Relations	
10.06	Training and Certification	
10.07	Vector and Vector-Borne Disease	
10.08	Vector Control Research	
•	Vector Control Research Committee (VCRC) was asked to by the MVCAC Board of Directors to determine whether the Association could purchase subscriptions to access research publications. Attempts to negotiate a subscription with publishers were unsuccessful. However, colleagues that advocate for open access publications suggested the web site <a href="http://sci-hub.io/">http://sci-hub.io/</a> as a source that provides broad access to journal content.	
•	The VCRC decided to explore the idea of creating research summary sheets for topics that may be of use to MVCAC members and are updated as needed (quarterly for hot topics, less often for others). An exemplar Information Sheet, focused upon Zika, was prepared that summarized the research related to that topic. The Committee will discuss at the upcoming Quarterly meeting the merits and form of such Information Sheets, and decide whether to bring the topic for discussion to the membership of the MVCAC.	
10.09	Nominating	
10.10	NPDES	
10.11	Reeves New Investigator Award	
10.12	Regulatory Affairs	
11.	Reports from MVCAC Regions	
11.01	Southern	
11.02	South San Joaquin	
11.03	North San Joaquin	Page 24
11.04	Sacramento Valley	Page 26
11.05	Coastal	
12.	Reports from Other Agencies	
12.01	DART (formerly CVEC)	
12.02	CDPH/VBDS	
12.03	VCIPA	
12.04	AMCA	Page 29
12.05	CSDA	
13.	Old Business	
14.	New Business	
15.	Additional Approved Agenda Items	
16.	Adjournment*	
	*Requires Action	

## **BOARD OF DIRECTORS MEETING - MINUTES**

**March 29, 2017  
San Diego, CA**

The Meeting was called to order at 8:01 AM by Jamesina Scott, President

**Present:**

Jamesina Scott  
David Heft  
Jeremy Wittie  
Doug Walker  
Peter Bonkrude  
Eddie Lucchesi  
Ken Klemme  
Rick Howard  
Mike Alburn in replace of Conlin Reis

**Excused**

Conlin Reis

**Staff**

Rachel Hickerson, Bob Achermann and Ed Manning  
Approval of prior meeting minutes

*It was moved, seconded and passed to accept the minutes from the February 6, 2017 meeting (Lucchesi/Bonkrude).*

**Approval of additional agenda items\***

There were no additional items to add to the agenda

**President/Executive Committee Report**

Jamie Scott gave an overview of comments she had heard through the few days. Even with AMCA in California earlier this year ~~before us~~, it was one of the best attended MVCAC meetings. AV was wonderful and the moderator training helped keep things moving. It was an overall successful meeting! Please provide comments to Jamie Scott by completing the upcoming survey on the meeting.

**Executive Director/Staff Report**

Bob Achermann reported that we were still working on the NPDES agreements along with getting the Yearbook ready by the Spring meeting. He also announced the hiring of Evan Wise, who had been with us onsite, as our new Membership specialist. The proposed budget is in process with the policy timelines established and encouraged individuals to contact him with any questions.

Rachel Hickerson spoke about upcoming meetings. Spring of 2018 was proposed to be Lake Tahoe. After discussion, the group felt the South Shore option would be the best for them all. Rachel will work to get the pricing on food down so it has less of an impact on the association.

Fall 2018 proposals were for Palm Springs. After discussion, the group felt being close in town was a better option.

The overall goal going forward with meetings is to make the least impact financially as possible. In today's hotel climate, it is getting more difficult to get both a good room rate and good F&B. Staff will continue to work with this overall goal in mind.

2019 conference- With AMCA consistently keeping their dates in late February, it was decided that late January early February was the best date option. With these dates, the challenge in Sacramento would be that there are two large meetings that already hold up that space. The group agreed to looking at Burlingame, the Hyatt has already given a nice proposal and we can fit our entire group under one roof.

#### **Treasurer's Report**

##### **7.01 MVCAC Financial Statements as of February 28, 2017\***

A question was raised regarding the cost of legislative day being over budget. As we had a board meeting the same time, that number would be higher as a result. Next year we won't have that same issue so we should see the same number again.

***It was moved, seconded and passed to accept the financial statements (Walker/Wittie).***

##### **7.02 NPDES Financial Statements as of February 28, 2017\***

No changes since the last discussion. Some proposals will be brought forward at the Spring Meeting. There was a conversation about how the Federal laws will affect the California laws given the current climate.

***It was moved, seconded and passed to accept the NPDES report as presented (Lucchesi/Bonkrude).***

##### **7.03 Investment Matrix as of February 28, 2017\***

There were no major changes to our investments with some items coming to mature in the next year

***It was moved, seconded and passed to accept the Investment Matrix report (Lucchesi/Walker).***

One item that was brought forward was regarding storage fees. After conference staff will get an inventory of what is currently in storage and have it ready for the spring meeting.

#### **Trustee Council Report**

Doug thanked Tamara for her work this last year as chair of the Trustee Council. Donna Rutherford has replaced Tamara from the coastal region. The Ethics training session was on Monday and was well attended. Tuesday morning's breakfast meeting had Lark Coffey giving a fantastic talk about mosquito borne viruses. The goal the trustees have set for the year is to improve communication with the trustees throughout the state.

#### **Committee Reports**

##### **10.01 Information Technology**

Report included

##### **10.02 Integrated Vector Management**

AB896 working group is moving forward slowly.

##### **10.03 Lab Technologies**

##### **10.04 Legislative**

10.05 Public Relations  
Report included

10.06 Training and Certification  
Report Included

10.07 Vector and Vector-Borne Disease  
No report

10.08 Vector Control Research  
Asked to look at journal access for other associations. Sci-hub allows access to them for free.

10.09 Nominating  
No Report

10.10 NPDES  
Nothing more to report

10.11 Reeves New Investigator Award  
Two submissions this year and both won awards.

10.12 Regulatory Affairs

11. Reports from MVCAC Regions

13.01 Southern  
Rick provided a report

13.02 South San Joaquin  
Mike Alburn gave a report for Conlin

13.03 North San Joaquin  
Eddie gave a report

13.04 Sacramento Valley  
Peter provided a report

13.05 Coastal  
Ken gave a report

12. Reports from Other Agencies

13.01 DART (formerly CVEC)  
Chris gave a report

12.02 CDPH/VBDS  
Vicki Kramer reported that 26 agencies had been awarded federal ELC funding, totaling 2.0 million, to enhance *Aedes* surveillance and control in California. The Public Health Foundation Enterprise (PHFE), working in partnership with CDPH, will be developing a reimbursement contract with each agency; funds can be expended beginning April 1. Agencies were reminded to enter all *Aedes* surveillance data (positive or negative) into Gateway as this is performance measure of the ELC grant. Vicki also announced that annual Vector Control Technician recertification fee is being increased from \$120 to \$134, and the cost per exam from \$25 to \$28/section. These are the first fee increases since 2009.

13.02 VCIPA  
Jamie gave a report

13.03 AMCA  
Michelle Brown has replaced Becky Cline and a report was provided

13.04 CSDA  
Ryan Clausnitzer And Rick Howard gave a report

Old Business

None

New Business

None

Additional Approved Agenda Items

None

Adjournment\*

The meeting was adjourned at 9: 3 AM(Lucchesi and Howard)

\*Requires Action

# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/11/2017  
**Re:** April 2017 BOT Meeting, Agenda Item 5

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## **5. REPORT ON MOSQUITO CONTROL ACTIVITIES ALONG THE SAN JOAQUIN AND MOKELUMNE RIVERS**

As reported last month, the District has been busy addressing mosquito breeding in river seepage along both the San Joaquin and Mokelumne Rivers'.

The levees along the San Joaquin River corridor and associated tributaries, include areas south of Manteca / Hwy 120; Mossdale area; Stewart Tract; Lathrop; and Roberts Island. Many of the fields that are typically tilled by this time of year, remain flooded or too wet to enter with equipment.

The Mokelumne River corridor has breached levees as well as river seepage. As stated last month, hundreds of acres of grape vineyards, row crop land, pastures, and recreational areas are affected by the high water releases from Camanche. As of April 7, 2017, East Bay MUD, the agency responsible for the releases at Camanche, reduced the releases from 5,000 cubic feet per second (cfs) to 4,000 cfs. This should alleviate some of the flooded conditions; however, with the additional spring storms adding to the record snow pack, this could change, necessitating releases of up to 5,000 cfs, in order to make room for the introduction of additional snow melt water.

**Note:** One cubic foot per second is equal to approximately 450 gallons per minute.

At the time of this report, the District aerial larvicided approximately 5,000 acres along both the San Joaquin & Mokelumne river corridors.

Staff will provide a detailed up to date report at the Board meeting.

## **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi, Manager  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/11/2017  
**Re:** April 2017 BOT Meeting, Agenda Item 6

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### **6. REVIEW AND DISCUSSION REGARDING DISTRICT'S APPLICATION FOR FEDERAL AID (FEMA-4308-DR-CA) ASSOCIATED WITH MOSQUITO CONTROL ACTIVITIES ALONG THE SAN JOAQUIN AND MOKELUMNE RIVERS**

As stated last month, on March 7, 2017, I received word from San Joaquin County OES that Governor Brown included San Joaquin County in his proclamation of a State of Emergency for FEMA consideration. In doing so, the District may qualify for funding to reimburse the District for costs associated with mosquito control efforts along designated areas most effected by the recent storms and related flooding.

The District's Board initiated the application process by passing Resolution 16/17-8 designating the Manager or Assistant Manager as authorized agents to engage with FEMA and Cal EMA regarding grants applied for by the District. Following the Board meeting, the District forwarded the Resolution along with accompanying application forms to the County OES office. The District then received notice that the Resolution will be good for three (3) years of local disasters; thereby, eliminating this part of future federal funding applications.

The District then received guidance information specific to reimbursement for mosquito abatement measures at the written request of the District. As part of this process, information from the local health department is essential to demonstrate the presence of mosquito-borne viruses located in or near the affected flood-lands. Per request, the District received a support letter from the County Public Health officer summarizing mosquito-borne virus cases in the County over the past three years, specifically West Nile virus human cases. This letter was forwarded to OES.

On April 2, 2017, President Trump approved major disaster declaration for California. Since then, we have been awaiting word on the District's application. Preliminary information suggests that the District may qualify to receive reimbursement payment of not less than 75% of eligible costs. The key word is "eligible", and we should be receiving clarification on those parameters from Cal OES.

To date, the District has expended approximately \$190,000 in aerial application costs (Plane + Material) to address mosquito breeding along the San Joaquin and Mokelumne rivers and other flooded areas associated with the January and February storms.

Attachments

## APPENDIX G: MOSQUITO ABATEMENT

FEMA may provide reimbursement for mosquito abatement measures at the written request of the State, Territorial, Tribal, or local public health officials after FEMA consults with the Centers for Disease Control and Prevention (CDC), based on:

- Evidence of:
  - Higher levels of disease transmitting mosquitoes in the disaster area following the event;
  - A significant number of disease-carrying mosquitoes in the area due to the increase in event-related standing water; or
  - The potential for disease transmission and human exposure to disease carrying mosquitoes based on the detection of arboviral diseases in sentinel organisms (poultry, wild birds, mosquito pools) in the impacted area prior to the storm event, discovered during surveillance as part of mosquito abatement activities, or reported human cases in which transmission occurred prior to the storm event.
- A determination that a significant increase in the mosquito population and/or the change of biting mosquito species poses a threat to emergency workers who are required to work out-of-doors, thereby significantly hampering response and recovery efforts.

Such evidence may include an abnormal rise in landing rates or trap counts, significant changes in species composition or estimate of infection rates, when compared to pre-disaster surveillance results.

- Verification from medical facilities within the affected area that an increase in the general public's exposure to mosquitoes has directly resulted in secondary infections, especially among those with weakened immune systems such as the elderly, the very young, or the sick.

This may occur when increased numbers of residents in disaster areas with extended power outages are forced to open buildings for air circulation.

Where possible, a determination of the need for vector control measures should be based on surveillance data provided by local agencies, or on surveillance conducted as a component of the



### Terminology

An **arbovirus** is a virus utilizing arthropods as vectors and is transmitted via their feeding to a definitive host.

The **landing rate**, expressed as number of mosquitoes landing per minute, is used as an adult mosquito surveillance measure utilizing human volunteers as bait.

**Methoprene Briquettes** are formulated with methoprene (compound that mimics the action of an insect growth-regulating hormone and prevents the normal maturation of insect larvae) growth inhibitor and a timed-release carrier that resembles a charcoal briquette.

A **sentinel organism** is an organism, usually fowl, purposefully exposed to mosquito bites outdoors to monitor pathogen transmission by mosquitoes.

**Seroconversion** is the development of detectable antibodies in the blood of a sentinel organism directed against an infectious agent.

**Trap count** is the number of female mosquitoes captured in a trap receptacle each night the traps are set.

emergency response. Similarly, termination of control efforts should be based on mosquito density and disease transmission monitoring, and on the degree of exposure to mosquitoes of residents and responders. Information useful in determining the need for emergency mosquito control measures includes:

- The local jurisdiction's mosquito population density estimates pre- and post-disaster, including information about species composition
- Arbovirus transmission activity indices, including information about the location of surveillance activities; indices may consist of:
  - Infection rates in mosquitoes
  - Seroconversion in sentinel chickens
  - Equine case
  - Human cases
- The amount and type of flooding (e.g., saltwater/freshwater, coastal/inland)
- The extent and location of damage to housing
- The extent, location, and anticipated duration of power interruption
- The anticipated extent and duration of cleanup and recovery operations
- A description of the type of mosquito management required (e.g., aerial or ground-based adulticide applications, larvicide applications), and duration of application to reduce the threat and the areas where the interventions are needed

To be eligible for Public Assistance (PA) funding, insecticide formulations must be among those approved and registered by the U.S. Environmental Protection Agency for use in urban areas for mosquito control, and must be applied according to label directions and precautions by appropriately trained and certified applicators. Furthermore, mosquito abatement measures must comply with all Federal, State, Territorial, and local laws, ordinances, and regulations concerning vector control. Mosquito abatement measures include, but are not limited to the following:

- Adulticiding – The ground or aerial spraying of insecticides to kill adult mosquitoes
- Larviciding – The application of chemicals, including methoprene briquettes, by ground or air to kill mosquito larvae or pupae
- Breeding habitat removal or alteration – The modification of potential breeding habitat to make it unsuitable for mosquito breeding or to facilitate larval control, including:
  - Draining or removing standing water in close proximity to homes, schools, sheltering facilities, and businesses
  - Increased dewatering through the pumping of existing drainage systems
  - Dissemination of information (e.g., inserting flyers with resident's water bills, public service announcements, newspaper campaigns) to direct residents to remove the mosquito breeding habitat

## **12. Mosquito Abatement**

Mosquito abatement measures may be eligible when a State, Territorial, Tribal, or local government public health official validates in writing that a mosquito population poses a specific health threat as discussed further in Appendix G: Mosquito Abatement. FEMA consults with the CDC to determine the eligibility of mosquito abatement activities. FEMA only provides PA funding for the increased cost of mosquito abatement. This is the amount that exceeds the average amount based on the last 3 years of expenses for the same period.

## **13. Residential Electrical Meters**

To reduce the number of survivors needing shelter, FEMA may provide limited PA funding to a State, Territorial, Tribal, or local government to repair residential electrical meters. To receive PA funding, the State, Territorial, Tribal, or local government must:

- Issue a finding of an immediate threat to safety due to loss of power caused by damaged meters or weather heads;
- Request participation in this program; and
- Receive FEMA approval for each identified property.

Only residential properties are eligible for this program. Commercial properties, including apartment complexes, are not eligible.

If approved, the applicable State, Territorial, Tribal, or local government will:

- Obtain a signed right-of-entry from each residential property owner;
- Take reasonable measures to document any known insurance proceeds;
- Contract with licensed electricians to perform electrical meter repair;
- Coordinate the work with the property owner, the power company, and the contracted electricians; and
- Be responsible for payment of the non-Federal share.

Eligible work is limited to that associated with repairing damage to items otherwise installed and maintained by a homeowner's electrician, including the weather head, service cable, and meter socket.

FEMA generally provides PA funding up to \$800 per meter per residential dwelling. This amount includes equipment, materials, labor, and inspection fees to restore the meter to current local codes. It is also inclusive of limited debris clearance if necessary to access the damaged meter or weather head. Removal and disposal of the debris is not eligible. Eligible work is limited to that completed within 30 days from the declaration date unless extended by FEMA.

FEMA does not provide PA funding for repair costs if it is not safe to restore power to the residence or if other impacts would restrict the dwelling from being habitable even after power restoration.

FEMA PA staff will coordinate closely with IA staff to ensure FEMA does not fund the same work under both programs.

## **14. Safety Inspections**

Post-incident safety inspections for public and private facilities are eligible, as well as posting appropriate placards (e.g., "red-tagging" a building that is unsafe).



## San Joaquin County Public Health Services

1601 East Hazelton Avenue . Stockton, CA 95205  
209/468-3411; Fax 209/468-3823; [www.sjcphs.org](http://www.sjcphs.org)

---

3 April 2017

Ed Lucchesi, Manager  
San Joaquin County Mosquito & Vector Control District  
7759 S. Airport Way  
Stockton, CA 95206-3918

Re: February Floods, Mosquito Population Growth, and Aerial Larvicide Treatments

Dear Ed,

This year's January and February rains brought flooding to many areas of San Joaquin County. With this increase in standing water comes an increased threat of mosquito population growth and mosquito-borne diseases. Many of the areas of flooding during the recent storms were also areas of high West Nile Virus (WNV) transmission in many years, including 2016.

Mosquito-borne diseases are an increasingly important cause of morbidity and mortality in San Joaquin County residents. Over the past three years, 26 people have been reported with West Nile Virus (WNV) infection, including three deaths. WNV infections were elevated in 2016, with 14 people reported, compared to prior years. In addition, seven horses were diagnosed with WNV in San Joaquin County, one-third of the horses with WNV reported in California (7 of 21), suggesting higher risk here.

Invasive *Aedes* mosquitoes, vectors for diseases such as Yellow Fever, Dengue, Chikungunya, and Zika, have not yet been detected in San Joaquin County, although they have been detected in an adjacent county and the recent rains may produce more welcoming conditions for them here. Diseases transmitted by these mosquitoes have been identified in travelers returning to San Joaquin County. From 2014-2016, travel associated infections due to Dengue (3), Chikungunya (3), and Zika (7) have been identified and reported to us.

Increases in the mosquito populations are a threat to the public health of San Joaquin County. Thank you for all your work to ameliorate this threat both during our winter storm season and throughout the summer months of high mosquito activity. We, in public health, greatly value your partnership in protecting our community residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alvaro Garza".

Alvaro Garza, MD, MPH  
Public Health Officer  
San Joaquin County

# **Board Meeting Information**

**To:** Board of Trustees  
**From:** Eddie Lucchesi  
**CC:** Chris Eley, Legal Counsel  
**Date:** 4/11/2017  
**Re:** April 2017 BOT Meeting, Agenda Item 7

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## **7. STATUS REPORT ON ZIKA RESPONSE RESOURCE FUNDING OFFERED BY THE U.S. CENTERS FOR DISEASE CONTROL**

As shared with the Board last month, the District applied for funding from the Public Health Foundation Enterprises (PFHE) who represents the California Department of Public Health (CDPH). These grants originated from the U.S. Centers for Disease Control and are funneled down to the State CDPH for rating and awarding.

The grants were made available to enhance surveillance and control of Invasive *Aedes* mosquitoes – *Aedes aegypti* and *Aedes albopictus*. Two applications were made available, Tier I, for those districts / agencies with documented infestation of invasive aedes and Tier II, for those districts / agencies without documented infestation.

\$1,500,000 was available for Tier I districts, and \$500,000 available for Tier II districts. Statewide, a total of 28 districts qualified to receive funding. Thirteen (13) Tier I districts and fifteen (15) Tier II districts. Our District received a work order agreement with approval for funding not to exceed \$40,000. The District originally requested funding of \$71,084. The average funding agreement for Tier II districts was \$34,600.

The enhanced activities relative to invasive *Aedes* includes:

- 1) *Aedes* mosquito surveillance
- 2) Addition of one seasonal worker
- 3) Public Outreach

Staff will provide detailed information regarding a statement of work and associated budget as agreed to in the Terms and Conditions of the award.

Attachments

## WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc., a 501(c)(3) California nonprofit corporation (hereafter "PHFE", or "Client"), and the Local Vector Control Agency identified below (hereafter "Local Vector Control Agency") and sets forth the terms and conditions between Client and Local Vector Control Agency, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Vector Control Agency as the agent or legal representative of PHFE for any purpose whatsoever. (PHFE and Local Vector Control Agency shall be referred to herein individually as a "party" and collectively as the "parties").

### I. IDENTIFIED PARTIES

**CLIENT**  
Public Health Foundation Enterprises, Inc.  
13300 Crossroads Parkway North, Suite 450  
City of Industry, CA 91746  
[www.phfe.org](http://www.phfe.org)  
Attention: Rochelle McLaurin, Asst. Director Contracts and Grants  
[ELCZikaVCA@phfe.org](mailto:ELCZikaVCA@phfe.org)  
Grant#: 6NU50CK000410-03-06 CFDA#: 93.323  
Program #0187

**LOCAL VECTOR CONTROL AGENCY**  
**San Joaquin County Mosquito and Vector Control District**  
7759 South Airport Way  
Stockton, CA 95206  
Attention: Eddie Lucchesi  
[ELucchesi@simosquito.org](mailto:ELucchesi@simosquito.org)  
209.982.4675

II. **TERM.** Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on 4/1/2017 and term on 7/31/2018.

III. **SERVICES AND COMPENSATION.** Local Vector Control Agency shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Vector Control Agency and at such other location as may be set forth in the SOW:

(a) **Services.** Local Vector Control Agency shall perform all services as stated in the SOW. Local Vector Control Agency shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Vector Control Agency maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Vector Control Agency as a business operator or to perform the Services.

(b) **Payment.** PHFE agrees to compensate the Local Vector Control Agency on a **Cost-Reimbursable Contract**. See Attachment A "Budget" for line item budget detail. Local Vector Control Agency shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Vector Control Agency hereunder shall be as set forth below: A total to not exceed **\$40,000.00**

If for any reason Local Vector Control Agency receives an overpayment of amount described above, Local Vector Control Agency shall promptly notify PHFE or such and repay said amount to PHFE within 10 days of demand for such repayment.

(c) **Invoice.** Invoices shall be submitted. See Attachment C for "Required Invoice Template". Monthly, No Later than 30 Days after month end.

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after PHFE's receipt of the invoice and required back up documentation. Local Vector Control Agency shall submit invoices to the attention of the contact person identified by PHFE. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as PHFE may require. If any invoices are not submitted within such time periods, Local Vector Control Agency waives all rights to payment under such invoices. Local Vector Control Agency shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Vector Control Agency or its employees as a result of or in connection with the Services performed by Local Vector Control Agency hereunder.

(d) **Budget Modifications.**

The budget may be modified

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10%. The request must be in writing to [ELCZikaVCA@phfe.org](mailto:ELCZikaVCA@phfe.org)
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater. The request must be in writing on agency letterhead to [ELCZikaVCA@phfe.org](mailto:ELCZikaVCA@phfe.org).

(e) **Surveillance.** All agencies awarded funding will be required to enter *Aedes* surveillance data into the California Surveillance Gateway and these data will ultimately be provided to CDC's MosquitoNET database. In the event that local transmission of Zika occurs in California, the Agency agrees to mobilize personnel and resources funded by ELC to the impacted area to assist with surveillance, vector control, and educational/outreach activities, upon request.

IV. **INSURANCE.** Local Vector Control Agency, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to PHFE by Local Vector Control Agency prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

**Signature & Date**

Public Health Foundation Enterprises, Inc.

*Ed Luccesi - 4/6/17*  
Signature & Date-Local Vector Control Agency  
**ED LUCCESI, MANAGER**  
Name & Title

**TERMS AND CONDITIONS**

**1. INDEPENDENT LOCAL VECTOR CONTROL AGENCY RELATIONSHIP.**

Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Vector Control Agency relationship. Local Vector Control Agency shall not be an employee of PHFE for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

Local Vector Control Agency shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Vector Control Agency's Services hereunder. Local Vector Control Agency is in control of the means by which the Services are accomplished. Any advice given to Local Vector Control Agency regarding the Services shall be considered a suggestion only, not an instruction. PHFE retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Vector Control Agency to assure its conformity with this Agreement. Local Vector Control Agency shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Vector Control Agency will not be required to follow or establish a regular or daily work schedule.

**2. FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by PHFE on behalf of Local Vector Control Agency or the employees of Local Vector Control Agency. Local Vector Control Agency shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

Local Vector Control Agency understands that Local Vector Control Agency is responsible to pay, according to law, Local Vector Control Agency's income taxes. If Local Vector Control Agency is not a corporation or other legal entity, Local Vector Control Agency further understands that Local Vector Control Agency may be liable for self-employment (social security) tax, to be paid by Local Vector Control Agency according to law. Local Vector Control Agency agrees to defend, indemnify and hold PHFE harmless from any and all claims made by federal, state and local taxing authorities on account of Local Vector Control Agency's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of Local Vector Control Agency's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Vector Control Agency will not be eligible for employment with PHFE within the same calendar year in which Local Vector Control Agency performed services for PHFE.

**3. FRINGE BENEFITS.** Because Local Vector Control Agency is an independent entity, Local Vector Control Agency is not eligible for, and shall not participate in, any PHFE pension, health, or other fringe or employee benefit plans. Only personnel hired as PHFE employees will receive fringe benefits.

**4. WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by PHFE concerning Local Vector Control Agency or the employees of Local Vector Control Agency. All persons hired by Local Vector Control Agency to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Vector Control Agency unless specifically indicated otherwise in an agreement signed by all parties. Local Vector Control Agency shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of PHFE.

**5. EQUIPMENT AND SUPPLIES.** Local Vector Control Agency shall provide all necessary equipment, materials and supplies required by Local Vector Control Agency to perform the Services. Local Vector Control Agency

**6. TERMINATION.** PHFE may terminate this Agreement without cause at any time by giving written notice to Local Vector Control Agency at least 15 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by PHFE, Local Vector Control Agency shall not be relieved of any liability to PHFE for damages and PHFE may withhold any payments to Local Vector Control Agency for the purpose of setoff until such time as the actual amount of damages due to PHFE from Local Vector Control Agency is determined.

Upon the expiration or termination of this Agreement, Local Vector Control Agency shall immediately return to PHFE all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below). PHFE shall have the right to withhold final payment to Local Vector Control Agency until all such items are returned to PHFE.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

**7. COMPLIANCE WITH LAWS.** Local Vector Control Agency shall comply with all state and federal statutes and regulations applicable to Local Vector Control Agency, the Services and the Program in performing Local Vector Control Agency's obligations under this Agreement. Local Vector Control Agency represents and warrants that neither Local Vector Control Agency nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

**8. HIPAA (if applicable).** In the event that Local Vector Control Agency's performance under this Agreement may expose Local Vector Control Agency to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Vector Control Agency agrees to execute and deliver a copy of PHFE's standard Business Associate Agreement or Business Associate Sub-Local Vector Control Agency Agreement, as applicable, as required by HIPAA.

**9. CONFIDENTIALITY AND NON-DISCLOSURE.** PHFE and Local Vector Control Agency agree that during the course of this Agreement, Local Vector Control Agency may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by PHFE and/or Local Vector Control Agency. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of PHFE, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about PHFE and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such

as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to PHFE by any third party which PHFE is obligated to treat as confidential and/or proprietary.

Local Vector Control Agency expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of PHFE or, if applicable, any third-parties who may have disclosed Confidential Information to PHFE and that the Confidential Information belongs to and shall remain the property of PHFE and such third-parties. Local Vector Control Agency further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Vector Control Agency agrees to afford PHFE protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to PHFE.

Therefore, Local Vector Control Agency agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Vector Control Agency shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Vector Control Agency shall develop and maintain procedures and take other reasonable steps in furtherance of PHFE's desire to maintain the confidentiality of the Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of PHFE's business, whether prepared, conceived, originated, discovered, or developed by Local Vector Control Agency, in whole or in part, or otherwise coming into Local Vector Control Agency's possession, shall remain the exclusive property of PHFE and shall not be copied or removed from the premises of PHFE without the express written consent of PHFE. All such items, and any copies thereof, shall be immediately returned to PHFE by Local Vector Control Agency upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Vector Control Agency shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Vector Control Agency by PHFE to leave the employment of PHFE or otherwise raid the employees of PHFE, without the express written consent of PHFE. Nothing contained in this paragraph shall constitute a waiver by PHFE of any rights it may have if Local Vector Control Agency engages in actionable conduct after the two year period referred to above.

11. **WORKS FOR HIRE.** Local Vector Control Agency agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademark applications, copyright and copyright registrations, whether or not patentable or registrable under copyright, trademark or other similar laws, made, conceived or developed by Local Vector Control Agency, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of PHFE (collectively, the "**Work Product**") are the sole property of the PHFE and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the PHFE. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Vector Control Agency expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the PHFE or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the PHFE. Local Vector Control Agency understands that PHFE may register the copyright, trademark, patent and other rights in the Work Product in PHFE's name and Local Vector Control Agency grants PHFE the exclusive right, and appoints PHFE as attorney-in-fact, to execute and prosecute in Local Vector Control Agency's name as author or inventor or in PHFE's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Vector Control Agency hereby agrees to sign such

applications, documents, assignment forms and other papers as the PHFE requests from time to time to further confirm this assignment and Local Vector Control Agency agrees to give the PHFE and any person designated by the PHFE any reasonable assistance required to perfect and enforce the rights defined in this section. Local Vector Control Agency further understands that the PHFE has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Vector Control Agency grants PHFE a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicensees. Local Vector Control Agency agrees not to use the Work Product Properly for the benefit of anyone other than PHFE without PHFE's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to PHFE hereunder shall be subject to any rights of the Program under PHFE's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Local Vector Control Agency hereby agrees to indemnify, hold harmless and defend PHFE, its board of trustees, officers, directors, agents, Local Vector Control Agencies, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Vector Control Agency Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Vector Control Agency Indemnified Parties arising out of or resulting from: (i) Local Vector Control Agency's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Vector Control Agency's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Vector Control Agency (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Vector Control Agency's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Vector Control Agency Indemnified Parties Local Vector Control Agency for which the Local Vector Control Agency Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Vector Control Agency and such other Local Vector Control Agency Indemnified Parties may elect to have Local Vector Control Agency, Local Vector Control Agency's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Vector Control Agency. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Vector Control Agency agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to, evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Vector Control Agency's performance under this Agreement. Local Vector Control Agency shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) PHFE's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Vector Control Agency agrees that PHFE, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to PHFE that a breach by Local Vector Control Agency of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, PHFE shall be entitled to enjoin Local Vector Control Agency from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Vector Control Agency without the prior written approval and consent of PHFE.
23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.
24. **FEDERAL TERMS AND CONDITIONS**
- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 80, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 80-1.3, Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 80-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 80 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.
- B. **Davis-Bacon Act and Copeland "Anti-Kickback" Act.** To the extent this Agreement is for construction services (new construction or repair), Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- C. **Contract Work Hours and Safety Standards Act.** To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- D. **Clean Air Act and Federal Water Pollution Control Act.** To the extent this Agreement is in excess of \$150,000, Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Vector Control Agency further agrees to report any violations of the foregoing to PHFE and the Regional Office of the Environmental Protection Agency.
- E. **Debarment and Suspension Certification.** Local Vector Control Agency certifies that neither Local Vector Control Agency nor any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12889 and its implementing guidelines. Local Vector Control Agency agrees to immediately notify PHFE if Local Vector Control Agency or any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
- F. **Byrd Anti-Lobbying Amendment Certification.** To the extent this Agreement is in excess of \$100,000, Local Vector Control Agency certifies that neither Local Vector Control Agency nor any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Vector Control Agency agrees to immediately notify PHFE if Local Vector Control Agency or any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## ATTACHMENT A

### Statement of Work (SOW) and Budget

1. Have *Aedes aegypti* and/or *Aedes albopictus* been detected within the jurisdictional boundaries of neighboring vector control agencies or adjacent counties? Please specify which agencies and/or counties and whether *Aedes aegypti* and/or *Aedes albopictus* have been detected.

No

2. Please describe the enhanced activities that will be conducted with award funding for 1) *Aedes* mosquito surveillance, and 2) public outreach and communication. What are the expected outcomes of each of these activities?
  - a. District shall increase surveillance methods by purchasing specific traps to attract *Aedes aegypti* and *Aedes albopictus*, and place these traps in areas where invasive *Aedes* could be anticipated, such as mobile home parks, RV campgrounds, cemeteries, Port of Stockton, and farm labor camps.
  - b. Hire two additional seasonals to conduct premise surveys as a two prong approach that includes public outreach through premise inspections of residential yards. Additional staff would be looking for typical water holding receptacles commonly found in yards of single family homes and containers often displayed in mobile home / trailer parks.
  - c. Develop in-house pamphlets and door-hangers with information on Invasive *Aedes* and Zika virus to provide to Office of Education, Farm Bureau, Ag Commissioner's Office, and County Health Department for dissemination through their offices as well as use by District inspectors during premise survey activities. We would also be working with these agencies in a "Task Force" approach for multi-agency preparedness.

#### Other Costs

OC - BG-sentinal Trap	\$ 2,691.58
OC - BG-Lure®	\$ 1,729.84
OC - Ovitrap	\$ 265.00
OC - Biogents GAT Trap	\$ 617.97
OC - Printing	\$ 2,662.00
OC - Billboards	\$ 3,000.00
OC - Radio Stations	\$ 6,000.00
OC - Newspaper Ads	\$ 5,141.61
<b>Total Other Costs</b>	<b>\$ 22,108.00</b>

#### Non-PHFE Personnel

Utility Position (6 Months)	\$ 17,892.00
<b>Total Non-PHFE Personnel</b>	<b>\$ 17,892.00</b>

<b>Total Budget</b>	<b>\$ 40,000.00</b>
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## Eddie Lucchesi

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**From:** Shavena Fife  
**Sent:** Thursday, March 30, 2017 2:33 PM  
**To:** elucchesi@sjmosquito.org  
**Cc:** Rochelle McLaurin  
**Subject:** RE: Cert No. 34802123 - Workers' Compensation: Local Agency Workers' Compensation Excess - Public Health Foundation Enterpri

Good Afternoon Mr. Lucchesi,

We are in receipt of Cert No. 34802123 - Workers' Compensation: Local Agency Workers' Compensation Excess - Public Health Foundation Enterprises.

Thank you,



Public Health  
Foundation  
Enterprises

A 501(c)(3) Nonprofit Organization

**Shavena Fife**

Administrative Coordinator, Contracts and Grants Department  
Public Health Foundation Enterprises, Inc.

*a 501(c)3 corporation*

13300 Crossroads Parkway N. #450

City of Industry, CA 91746

phone **562.222.7893** | fax **562.205.2448**

<http://www.phfe.org> | [sfife@phfe.org](mailto:sfife@phfe.org)



**"Pursuing the greater good -- together"**

**From:** Rochelle McLaurin  
**Sent:** Thursday, March 30, 2017 2:07 PM  
**To:** Shavena Fife  
**Subject:** Fwd: Cert No. 34802123 - Workers' Compensation: Local Agency Workers' Compensation Excess - Public Health Foundation Enterpri

Sent from my iPhone

Begin forwarded message:

**From:** Eddie Lucchesi <[elucchesi@sjmosquito.org](mailto:elucchesi@sjmosquito.org)>  
**Date:** March 30, 2017 at 1:42:47 PM PDT  
**To:** Rochelle McLaurin <[RMcLaurin@phfe.org](mailto:RMcLaurin@phfe.org)>  
**Subject:** FW: Cert No. 34802123 - Workers' Compensation: Local Agency Workers' Compensation Excess - Public Health Foundation Enterpri

Good afternoon Rochelle,  
Just wanted to ensure you received this information from our Pooled Liability Coverage Administrators.  
Thank you,  
Eddie Lucchesi  
Manager

## **ATTACHMENT B**

### **Insurance Coverage Requirements**

Local Vector Control Agency (and any subLocal Vector Control Agency Local Vector Control Agency may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

#### **General Liability Insurance**

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Vector Control Agencies, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:
  - (i) General Aggregate Limit \$2,000,000
  - (ii) Each Occurrence \$1,000,000

#### **Workers Compensation & Employer's Liability Insurance**

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
  - (i) California Statutory Benefits
- (b) Employer's Liability:
  - (i) \$1,000,000 Bodily Injury each Accident
  - (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
  - (iii) \$1,000,000 Bodily Injury by Disease – Each Employee

#### **Comprehensive Automobile Liability Insurance**

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

#### **Professional Liability Insurance**

Coverage with minimum limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name PHFE and any related entities identified by PHFE as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to PHFE prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to PHFE.