BOARD OF TRUSTEES MEETING

Tuesday, February 18, 2020
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 January 21, 2020 regular meeting of the Board of Trustees
   b. Expenditure and financial reports for January 2020
   c. District activities report for January 2020
   d. Public Information and Outreach Month End report for January 2020
   e. Manager's report
   f. Correspondence

4. 2019 ANNUAL STATEMENTS OF ECONOMIC INTERESTS FILINGS (FPPC FORM 700: DISTRICT POLICY 1020)

5. MOSQUITO AND VECTOR CONTROL ASSOCIATION OF CALIFORNIA (MVCAC)

7. REQUEST FOR AUTHORIZATION TO EXTEND MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE SACRAMENTO / YOLO MOSQUITO AND VECTOR CONTROL DISTRICT FOR SHARED CONTRACTED LARGE SCALE AERIAL SPRAY SERVICES.

8. REQUEST FOR AUTHORIZATION TO EXTEND EXISTING CONTRACT TO PERFORM AERIAL MOSQUITO LARVICIDING WORK THRU DECEMBER 31ST, 2021.

9. EXECUTIVE COMMITTEE REPORT

10. CLOSED SESSION (Pursuant to CGC §54957)

   Public Employee – Performance Evaluation / Public Appointment
   Title: Manager

REPORT OF CLOSED SESSION

11. COMMENTS FROM TRUSTEES AND STAFF ON NON-AGENDA ITEMS

12. 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, April 21, 2020

13. ADJOURN
Board Meeting Information

To: Board of Trustees
From: Eddie Lucchesi, Manager
CC: Chris Eley, Legal Counsel
Date: 2/11/2020
Re: February 2020 BOT Meeting, Agenda Item 3

3. CONSENT CALENDAR

a. Draft minutes of the January 21, 2020 regular meeting of the Board of Trustees
b. Expenditure and Financial reports for January 2020
c. District activities report for January 2020
d. Public Information & Outreach report for January 2020
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
Call to Order
The regular meeting of the Board of Trustees of the San Joaquin County Mosquito and Vector Control District was held Tuesday, January 21, 2020, at the District’s Stockton Office. President Khweiss called the meeting to order at 1:00 p.m.

Seating of Officers for the 2020 Board of Trustees

President – Omar Khweiss, City of Lathrop
Vice President – Gary Haskin, City of Escalon
Secretary – Greg Selna, City of Tracy

Trustees Present:
Gary Lambdin
Francis Groen
Jay Colombini
Gary Haskin
Omar Khweiss
Marc Warmerdam
Richard Silverman
Greg Selna

Staff Members Present:
Eddie Lucchesi, Manager
John Fritz, Assistant Manager
Jamie Tuggle, Secretary
Emily Nicholas, Administrative Assistant

Trustees Absent:
Greg O’Leary
Mike Manna
Jack Fiori

Legal Advisor: Chris Eley, Attorney at Law
Allison Hardy, Attorney at Law

Other:

Public Comment Period
There was no public comment
3. Consent Calendar

a. Minutes of December 17, 2019 regular meeting of the Board of Trustees
e. Manager’s report
f. Correspondence

Following review and discussion of the Consent Calendar, it was moved by Trustee Lambdin seconded by Trustee Haskin, to approve the Consent Calendar; motion passed unanimously.

4. Approval of Amendment to District Policies and procedures.
   Proposed amendment to District Policy 5040.

   At the December 2019 regular BOT meeting, the Board reviewed amendment options to District Policy 5040, specifically relating to the approval of the Minutes to a previous Board meeting relative to a quorum present. The Board requested the District’s legal counsel revise the proposed language to better address trustee attendance when it relates to the number of trustees present, to take action to adopt the minutes of a previous Board meeting. The District Policy was re-reviewed by the Manager and Legal Counsel Eley’s office for content relative to this issue. After review, the revised language better suits the Trustee attendance issue. Following review and discussion of the revised policy, it was moved by Trustee Colombini seconded by Trustee Groen, to approve the amendment to District Policy 5040.20; motion passed unanimously.

5. Executive Committee Report.

   President Khweiss informed the Board that the Executive Committee met with the Manager to review and discuss his performance evaluation for the 2019 calendar year. Following his report, President Khweiss directed the Board into closed session.

6. CLOSED SESSION (Pursuant to CGC §54957)

   A. Public Employee Performance Evaluation (§54957)
      Title: Manager
Prior to convening to closed session, President Khweiss announced the reason for the closed session. The Board convened to closed session at 1:26 p.m. and reconvened to open session at 1:48 p.m.

REPORT OF CLOSED SESSION:

President Khweiss reported that the Board of Trustees had met in closed session to discuss the performance evaluation of the Manager; they gave him a grade of outstanding and would meet again in February to negotiate extending the Manager's contract.

7. Comments from Trustees and staff on non-agenda items.

Manager Lucchesi informed the Board that Trustee O'Leary would not be seeking reappointment when his term ends in January. He also stated there would be no meeting in March because 4 (four) Trustees and himself would be attending the AMCA Conference in Portland, Oregon during that week.

8. Other Business; Announcement of future Board and Committee meetings.

- Manager Lucchesi announced the next regular meeting of the Board of Trustees will be 1:00 p.m. Tuesday, February 18, 2020.
- Executive Committee of the Board of Trustees will meet at 12:30 p.m., Tuesday, February 18, 2020.

9. Adjournment

There being no further business, it was moved by Trustee Warmerdam, seconded by Trustee Lambdin to adjourn the meeting at 1:51 p.m.; the motion passed unanimously.

_____________________________
MR. GREG SELNA, BOARD SECRETARY

_____________________________
MR. EDDIE LUCCHESI, MANAGER
San Joaquin County Mosquito & Vector Control District

Budget and Actual Comparison
July 2019 through January 2020

2/10/2020
FY 58.3% Completed

<table>
<thead>
<tr>
<th></th>
<th>Jul '19 - Jan 20</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc. Revenues</td>
<td>$ 323,171.96</td>
<td>$ 634,380.00</td>
<td>50.94%</td>
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<tr>
<td>Property Taxes</td>
<td>3,145,490.98</td>
<td>5,422,133.00</td>
<td>58.01%</td>
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<tr>
<td>Interest Income</td>
<td>136,682.29</td>
<td>258,540.00</td>
<td>52.87%</td>
</tr>
<tr>
<td>Intergovernment Revenue</td>
<td>57,228.73</td>
<td>109,635.00</td>
<td>52.2%</td>
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<tr>
<td>Charges for Services</td>
<td>1,681,008.54</td>
<td>3,162,163.00</td>
<td>53.16%</td>
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<tr>
<td><strong>Total General Revenues</strong></td>
<td>5,343,582.50</td>
<td>9,586,851.00</td>
<td>55.74%</td>
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<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
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<tr>
<td>Salaries</td>
<td>1,511,461.13</td>
<td>2,827,053.00</td>
<td>53.46%</td>
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<tr>
<td>Employee Benefits</td>
<td>1,506,986.04</td>
<td>2,717,896.01</td>
<td>55.45%</td>
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<td>General Service and Supplies</td>
<td>1,641,225.64</td>
<td>3,089,440.00</td>
<td>53.12%</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>4,659,672.81</td>
<td>8,634,389.01</td>
<td>53.97%</td>
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<tr>
<td><strong>Other Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Charges</td>
<td></td>
<td>16,950.00</td>
<td>6.62%</td>
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<tr>
<td>Capital Expenditure</td>
<td>666,927.21</td>
<td>925,000.00</td>
<td>72.1%</td>
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<td><strong>Total Other Expenditures</strong></td>
<td>667,990.35</td>
<td>941,950.00</td>
<td>70.98%</td>
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</tbody>
</table>

**Summary:**
- **General Revenues** $ 5,343,582.50
- **Expenditures** 4,659,672.81
- **Other Expenditures** 667,990.35

Net change, Surplus (Deficit) $ 15,919.34
San Joaquin County Mosquito & Vector Control District  
FUND REPORT  
January 2020

### DISTRICT OPERATIONS

<table>
<thead>
<tr>
<th></th>
<th>SJIC-55401 GEN FUND</th>
<th>SJIC-55402 BEN ASSESSMENTS</th>
<th>SJIC-55411 CONTINGENCIES</th>
<th>SJIC-55412 GEN RESERVE</th>
<th>SJIC-55413 Comp Absences</th>
<th>ALL FUNDS TOTAL</th>
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<td>TOTAL REVENUES</td>
<td>$231,227.66</td>
<td>$2,575.00</td>
<td>$6,791.00</td>
<td>$11,303.00</td>
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<td>($254,281.21)</td>
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<td>INTEREST INCOME</td>
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<td>GENERAL REVENUES, TAXES</td>
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<td>$6,791.00</td>
<td>$11,303.00</td>
<td>$308.00</td>
<td>$194,735.54</td>
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<td>CHARGES FOR SERVICES</td>
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<td>INTERGOV'T REVENUES</td>
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<td>MISC REVENUES</td>
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<td>$6,791.00</td>
<td>$11,303.00</td>
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<td>$66,466.12</td>
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<tr>
<td>TOTAL REVENUES</td>
<td>$231,227.66</td>
<td>$2,575.00</td>
<td>$6,791.00</td>
<td>$11,303.00</td>
<td>$308.00</td>
<td>$252,204.66</td>
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</tbody>
</table>

### OTHER FINANCING SOURCES

|                         |                     |                             |                         |                        |                           |               |
| TRANSFER IN             |                     |                             |                         |                        |                           |               |
| TRANSFER OUT            | $ -                | ($525,000.00)               | $ -                     | $ -                   |                           | ($525,000.00) |
| TOTAL OTHER FINANCING SOURCES | $ -              | ($525,000.00)               | $ -                     | $ -                   |                           | ($525,000.00) |

<p>| BEGINNING BALANCE, On deposit w Auditor's, 12/31/2019 | $10,344,731.63 | $1,082,933.21 | $1,452,261.00 | $2,415,363.00 | $65,929.00 | $14,742,956.44 |
| ENDING BALANCE, On deposit w Auditor's, 01/31/2020   | $10,231,593.23 | $560,508.21   | $1,457,952.00 | $2,426,666.00 | $66,237.00 | $15,524,209.91 |
| REVOLVING FUND BALANCE, 01/31/2020 (Transfer in from SJIC-55402, 6525000) | $804,788.29 | ($23,534.82) | $1,457,952.00 | $2,426,666.00 | $66,237.00 | $15,524,209.91 |
| CACRD PAYABLE           | $23,534.82        |                             |                         |                        |                           |               |
| ADJUSTED ENDING BALANCE, 01/31/2020                   | $11,012,846.70 | $560,508.21   | $1,457,952.00 | $2,426,666.00 | $66,237.00 | $15,524,209.91 |
| ENDING FUND BALANCE, 01/31/2019                        | $9,545,747.54  | $1,078,353.44 | $1,397,832.00 | $2,450,255.30 | $111,881.00 | $14,584,069.28 |</p>
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Amount</th>
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<td>ACE Hardware</td>
<td>$4.68</td>
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<td>ACME Saw N Industrial Supply</td>
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<td>Airgas</td>
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<td>Amazon Marketplace</td>
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<td>Applied Ind Tech</td>
<td>577.29</td>
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<tr>
<td>AT&amp;T</td>
<td>682.37</td>
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<tr>
<td>Auto Industrial Paint Co.</td>
<td>41.99</td>
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<td>Big W Sales</td>
<td>485.97</td>
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<tr>
<td>Buttes/Center State Pipe Supply</td>
<td>86.88</td>
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<td>CA Employment Development Dept.</td>
<td>73.60</td>
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<td>Cal Central Equipment Co.</td>
<td>56.00</td>
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<td>Cal Chamber store</td>
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<tr>
<td>California Welding Supply Co.</td>
<td>106.73</td>
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<td>CalPERS</td>
<td>593,866.63</td>
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<tr>
<td>CDWG Inc.</td>
<td>7,169.50</td>
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<td>Central Valley Hardware Co.</td>
<td>23.54</td>
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<tr>
<td>City of Stockton</td>
<td>255.63</td>
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<tr>
<td>Clarke Mosquito Control</td>
<td>2,355.50</td>
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<td>Clutch &amp; Brake Xchange Inc.</td>
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<td>Complete Welders Supply</td>
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<td>Concentra (US HealthWorks)</td>
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<td>Connolly's Locksmith Safe Services</td>
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<td>Delta Dental</td>
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<td>Delta Sound &amp; Telephone</td>
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<td>eBay</td>
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<td>Eley, Christopher K</td>
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<td>Elite IV Contractors Inc.</td>
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<td>Farwest Steel</td>
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<tr>
<td>Food For Less</td>
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<td>Google Service Apps</td>
<td>66.68</td>
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<tr>
<td>Grainger</td>
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<td>Hobby Lobby</td>
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<td>Hyatt Hotels</td>
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<td>iBS of Sacramento Valley</td>
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<tr>
<td>Imperial Building &amp; Maintenance</td>
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<tr>
<td>J. Milano Co., Inc.</td>
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<td>Jack Nadel International</td>
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<td>Keith’s Trophy Supply, Inc.</td>
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<td>Lowe’s</td>
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<td>Mayaco, Marketing &amp; Internet</td>
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<td>Meals (MVCAC San Diego)</td>
<td>335.73</td>
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<td>Muffler Man</td>
<td>163.14</td>
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<td>Mzrca.com</td>
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<td>Nestle Pure Life Direct, Nestle Water</td>
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<td>Oakland Int’l Airport</td>
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<td>Office Depot</td>
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<td>Pacific Gas &amp; Electric Co.</td>
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<td>Pacific Records Management (Shred It)</td>
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<td>Panera Bread</td>
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<td>Raley’s</td>
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<td>Sacramento Int’l Airport</td>
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<td>San Joaquin County ISD</td>
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<td>SJFBA Spray Safe</td>
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<td>Smart &amp; Final</td>
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<td>SouthWest Airline</td>
<td>362.96</td>
</tr>
<tr>
<td>Vendor</td>
<td>Jan 20</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Spark Creative Design</td>
<td>138.25</td>
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<tr>
<td>Staples</td>
<td>61.74</td>
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<td>Stericycle Environmental</td>
<td>212.04</td>
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<td>Stericycle Inc.</td>
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<td>Utility Telecom</td>
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<td>758.38</td>
</tr>
<tr>
<td>WEX Bank</td>
<td>1,377.73</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 163,326.59</strong></td>
</tr>
</tbody>
</table>
SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
District Activities Report
January 2020

Work Completed:

CONTINUATION OF SWIMMING POOL INSPECTIONS

District staff continued to inspect pools that have been problematic in previous years. Each Region maintains an inspection list and removes / adds pools continuously throughout the year as necessary. A complete flyover of all cities within the county will be completed later in the year to identify any additional swimming pools that may be producing mosquitoes.

GENERAL FIELD ACTIVITIES

Technicians continued to work on brushing projects throughout the County. The majority of the source reduction work has been completed due to a lack of rain this winter that as allowed Technicians favorable access. Tree Hole mosquito applications for Aedes sierrensis began in late January. Tree Hole mosquitoes are the vector of dog heartworm and a daytime biting nuisance during the spring, so it is important to get to these sites on a rotating yearly basis. Natular DT tablets, with the active ingredient Spinosad, continued to be used this year for all Tree Hole treatments providing a complete rotation of active ingredients.

Maintenance Work

Two new full size pickups were received this month and the mechanics began construction of new flatbeds to accommodate the spray equipment and preparing the new vehicles for zone operations. One of the trucks pulled from regular zone work will be re-equipped with the A-1 sprayer unit that is being purchased for invasive Aedes control. Preparations are also being made to begin calibration of all spray equipment to get ready for the upcoming mosquito season.
TOTAL TREATMENT WORK CONDUCTED DURING THE MONTH OF JANUARY

GROUND WORK

2 Acs Larvicided
0 Acs Adulticided
83 Acs Herbicided

AERIAL WORK

0 Acs Larvicided
0 Acs Adulticided

SERVICE REQUESTS

16 Mosquitoes
18 Fish Requests

28 Neglected Pools

WORK SCHEDULED FOR FEBRUARY

- CONTINUE TO INSPECT NEGLECTED SWIMMING POOLS REPORTED FROM THE PUBLIC AND IDENTIFIED ON THE UPDATED LIST OF HOME FORECLOSURES.

- BEGIN CEMETERY URN TREATMENTS.

- BEGIN TECHNICIAN TRAINING REQUIREMENTS.

- COMPLETE BRUSH REMOVAL FOR SOURCE REDUCTION AND ACCESS.

- CONTINUE SPRAY EQUIPMENT CALIBRATIONS.
Monthly Activities

- District Communications:
  > Four school presentations were given to eight classes in Linden, Stockton and Ripon areas.
  > The District attended the 2020 SJC AgVenture at the Stockton Fair Grounds. We gave 30 short presentations to 591 students, teachers, and parents.
  > I updated the District’s equine & WNV flyer for distribution by the field staff.

- Social media:
  > On January 15, I made a post to the District Facebook page regarding our participation at the SJC AgVenture program. The post reached 164 people with 34 engagements.

- Advertisement:
  > A contract was signed with San Joaquin Magazine for 1/2-page advertisements from March through the summer months. I began working on an ad that provides a different look to the ads with a new message, “Mosquito Control is Everyone’s Responsibility.”

- Website:
  > For January, there were 5,145 visitors to our website averaging 165 visitors per day. Compared to December, 2019, there were 822 more people visiting the site. Total page views for the month were 9,794. I also updated the website with Board agenda and calendar updates.

- Annual Report:
  > I requested information from each District department for the development of the 2019 annual report.

- 75 Years of Service:
  > We began developing graphics for use on the District vehicles, letterhead and other items in recognition of the District’s 75 years of public health service.

- Safety
  > I purchased safety supplies for both Lodi and Stockton crews and checked on first aid box supplies.
MANAGER'S REPORT
For the period January 21, 2020 – February 11, 2020

- Emily Nicholas and I attended the CalPERS Prefunding Workshop February 4, 2020 held in Sacramento, CA. The workshop covered the positive impact of prefunding an agency's other post-employment benefits (OPEB), investment management, funding policies, Trust administration, and contacts and communication.

- Due to my participation as a committee member representing the District on the local Spray Safe Committee of San Joaquin County, I was unable to attend the annual MVCAC meeting held in San Diego. The Spray Safe event was held at the San Joaquin County Agricultural Commissioner's Office on January 27, 2020 where I served as the committee representative responsible for hosting the event. Presentations included: Techniques used for reducing pesticide drift, aerial imagery for digital spray applications, laws and regulations governing all pesticide applications, Bee awareness, integrated pest management, and a regulatory update from the assistant director of the California Department of Pesticide Regulation.

- The District’s Assistant Manager, Entomologist, Assistant Entomologist, Vector Ecologist, Laboratory Technician, Public Information Officer and Fish Hatchery Manager were in attendance at the Mosquito and Vector Control Association of California 88th Annual Conference held in San Diego, CA January 27 - 29, 2020. A number of symposia were covered that included Public Outreach, Vector Borne Diseases, Invasive Aedes New Discoveries and Control Efforts, Insecticide Resistance, Biological Control Methods, and Vertebrate Vector Control. District Entomologist Huang and Assistant Entomologist De La Vega, also contributed to the conference program by providing two presentations. Entomologist Huang provided a talk entitled: “Discovery of Aedes aegypti in San Joaquin County, 2019: from Surveillance to Control”, and Assistant Entomologist De La Vega provided her presentation entitled “Insecticide Resistance Mechanisms in Populations of Culex tarsalis from San Joaquin County.” Both presentations will be provided during the Board meeting. Agenda Item 5.

- The District received delivery of the two new replacement pick-up trucks from Hillier Ford. The mechanics initiated the tear down of the two field trucks identified for replacement. This year the work includes removing one flat-bed from one of the vehicles, and associated spray equipment from both field trucks. The spray equipment will be thoroughly inspected and any necessary repairs and improvements to the associated spray equipment will be made prior to re-installation. For the new vehicles, the pick-up boxes were removed in order to accommodate one reconditioned flat-bed and one newly fabricated flat-bed. One of the two field vehicles initially identified for replacement will remain in the fleet to be used for the District’s invasive Aedes control program. Based on the favorable results from the ground larviciding spray application (“Wide Area Larvicide Spray” or “WALS”) method utilizing a loaned A-1 mist sprayer in September of 2019, the District has moved forward and purchased an A-1 sprayer. The A-1 sprayer will be mounted to the better of the two vehicles initially identified for replacement.

- I have been working with Public Information Officer Aaron Devencenzi, to design a logo to be placed under the existing side-door vehicle decals that recognizes the District’s 75th year (1945 – 2020) of public health protection in San Joaquin County. This decal will only be displayed during the 2020 calendar year.
Board Meeting Information

To: Board of Trustees
From: Eddie Lucchesi, Manager
CC: Chris Eley, Legal Counsel
Date: 2/6/2020
Re: February 2020 BOT Meeting, Agenda Item 4

4. 2019 ANNUAL STATEMENT OF ECONOMIC INTERESTS (FORM 700) FILINGS

Please find attached information from the San Joaquin County Registrar of Voters re: the 2019 Annual Statements of Economic Interest (Form 700) filings.

These forms need to be filled out by all trustees and designated employees and contractors for the year 2019.

Staff will prepare forms for trustee signatures and make the forms available at the BOT meeting.

This item requires Board action.

Attachment(s)
1020.10 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which members of the Board of Trustees and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the San Joaquin County Mosquito and Vector Control District.

1020.20 Designated employees shall file statements of economic interests with the Clerk of the County of San Joaquin and representative City Clerks.

ADOPTED JUNE 15, 1993

AMENDED SEPT. 21, 2004

AMENDED NOV. 16, 2010

AMENDED SEPT. 20, 2016
SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
CONFLICT OF INTEREST CODE
APPENDIX OF DESIGNATED POSITIONS AND
DISCLOSURE CATEGORIES

1. Designated Positions. The positions listed below includes those persons who are
doomed to make, or participated in the making of, decisions which may foreseeably have a material
effect on any financial interest. The persons holding the designated positions listed shall disclose
interests and investments in accordance with the corresponding disclosure categories, which are
defined below.

<table>
<thead>
<tr>
<th>DESIGNATED POSITIONS</th>
<th>DISCLOSURE CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members of the Board of Trustees</td>
<td>2,3,5 &amp; 6</td>
</tr>
<tr>
<td>Manager</td>
<td>1,3,4,5 &amp; 6</td>
</tr>
<tr>
<td>Assistant Manager</td>
<td>2,3,4,5 &amp; 6</td>
</tr>
<tr>
<td>Bookkeeper / Administrative Assistant</td>
<td>1,3,5 &amp; 6</td>
</tr>
<tr>
<td>District Legal Counsel</td>
<td>2,3,4, &amp; 6</td>
</tr>
<tr>
<td>Consultant*</td>
<td>1,2,3,4,5 &amp; 6</td>
</tr>
</tbody>
</table>

II. Disclosure Categories.

1. Investments in business entities, and sources of income, which provide services,
supplies, materials, machinery or equipment of the type utilized by the District except for ownership
of equity or debt securities which are publicly traded, regulated by the Securities Exchange
Commission and of which the disclosing party does not hold greater than a 1% interest.

2. Business positions in business entities, and sources of income, which provide
services, supplies, materials, machinery or equipment of the type utilized by the District.

3. Interests in real property which is or may be used for agricultural purposes,
located in whole or in part either within the boundaries of the District, or within two miles of the
boundaries of the District except for real property of 5 acres or less used as the principal residence of
the reporting party.

4. Investments and business positions in any business entity or income from any
source which has an interest in real property which is or may be used for agricultural purposes.

5. Loans received by the reporting party or spouse, which loans exceed $250.00
from a single source which source is a business entity or employee or a business entity which
provides services, supplies, material, machinery or equipment of the type utilized by the District.

6. Gifts with an aggregate value of $50.00 or more from a single source which source is a business entity or employee of a business entity which provides services, supplies, material, machinery or equipment of the type utilized by the District.

*Consultants - Consultants include independent contractors whose services to the District may include giving advice or recommendations to the District on matters which may have a material effect on the expenditures of the District; this will include the District auditor.

The Manager may determine in writing that particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon the description, a statement of the extent of disclosure requirements. The Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

DRAFT 1   MARCH 16, 1993
DRAFT 2   MAY 11, 1993
ADOPTED   JUNE 15, 1993
AMENDED   SEPTEMBER 20, 2016
Board Meeting Information

To: Board of Trustees
From: Eddie Lucchesi, Manager
CC: Chris Elley, Legal Counsel
Date: 2/6/2020
Re: February 2020 BOT Meeting, Agenda Item 5

5. MOSQUITO AND VECTOR CONTROL ASSOCIATION OF CALIFORNIA (MVCAC)

a. MVCAC Annual Conference Presentations from District Staff.

For the benefit of Trustees unable to attend the Conference, District Entomologist Huang and Assistant Entomologist De La Vega will share their presentations provided at the State Conference held January 26 – 28, 2020 in San Diego, CA. The presentations include:

Entomologist Huang – "Discovery of Aedes aegypti in San Joaquin County, 2019: from Surveillance to Control"

Assistant Entomologist De La Vega – "Insecticide Resistance Mechanisms in Populations of Culex tarsalis from San Joaquin County"


The Spring Board of Directors meeting of the Mosquito and Vector Control Association of California (MVCAC) is scheduled for March 2-4, 2020, in Sacramento, CA.

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

This item requires Board action.

Attachment
Event Calendar

MVCAC Spring Quarterly Meeting & Lobby Day

March 2 @ 8:00 am - March 4 @ 5:00 pm

March 2-4, 2020 at the Hyatt Regency Sacramento
1209 L St, Sacramento, CA 95814

Draft Schedule: Click here to view.

Monday, March 2, 2020 - Board meeting
Tuesday, March 3, 2020 - Committee meetings
Wednesday, March 4, 2020 - Legislative Day

Hotel: Click here to book a room.

Register online

https://docs.google.com/forms/d/e/1FAIpQLScFaDN41HtFYNaWOFwrdWB1D4KmQ19JR56yoUSJDvRraoSZnQ/viewform?usp=4f_link}

https://www.mvcac.org/event/mvcac-spring-quarterly-meeting-lobby-day/
Board Meeting Information

To:      Board of Trustees
From:    Eddie Lucchesi, Manager
CC:      Chris Eley, Legal Counsel
Date:    2/6/2020
Re:      February 2020, BOT Meeting, Agenda Item 6

6. RESOLUTION (DRAFT) OF THE BOARD OF TRUSTEES OF THE SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT DIRECTING PREPARATION OF THE ENGINEER’S REPORT FOR FISCAL YEAR 2020-2021 FOR THE SAN JOAQUIN COUNTY MOSQUITO, VECTOR AND DISEASE CONTROL BENEFIT ASSESSMENT

Attached is a proposed resolution that directs the preparation of the engineer’s report for the District’s 2020-21 Benefit Assessment.

SCI, the District’s consultant and engineer of record for the benefit assessment will create the report and establish the benefit assessment process as agreed to in the current contract between the District and SCI.

It is recommended that the Board adopt draft resolution 19/20-05 (draft) as presented.

This item requires Board action.

Attachment
RESOLUTION 19/20- 05
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
DIRECTING PREPARATION OF THE ENGINEER’S REPORT
FOR THE CONTINUATION OF THE ASSESSMENTS FOR FISCAL YEAR 2020/21
FOR THE SAN JOAQUIN COUNTY MOSQUITO, VECTOR AND DISEASE CONTROL
ASSESSMENT

RESOLVED, by the Board of Trustees (the “Board”) of San Joaquin County Mosquito and Vector Control District (the “District”), County of San Joaquin, and State of California;

WHEREAS, on November 15, 2005 by its Resolution No. 05/06-5, this Board authorized the levy of assessments for the San Joaquin County Mosquito, Vector and Disease Control Assessment (the “Assessment”) pursuant to the provisions of the Health and Safety Code Section 2080 et seq. and Article XIIIID of the California Constitution; and

WHEREAS, such mosquito and vector control services provide tangible health benefits, reduced nuisance benefits and other special benefits to the public and properties within the areas of such services; and

WHEREAS, the District provides vector control services which includes a system of public projects, programs, public improvements and services intended to provide for the surveillance, prevention, abatement and control of vectors throughout its boundaries (collectively “Services”).

NOW, THEREFORE, BE IT RESOLVED, that SCI Consulting Group., is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer’s Report in accordance with the provisions of the Health and Safety Code Section 2080 et seq. and Article XIIIID of the California Constitution. Upon completion, the Engineer shall file the Report with the Secretary of the Board of Trustees for submission to the Board.

PASSED AND ADOPTED this 18th day of February, 2020 by the following vote, to wit:

AYES: _______________________________________
NOES: _______________________________________
ABSENT: _______________________________________
ABSTAIN: _______________________________________

Omar Khweiss, President __________________________ Date __________________________

Greg Selina, Secretary ___________________________
<table>
<thead>
<tr>
<th>Tentative Date</th>
<th>Tasks to be Completed (Detailed List)</th>
<th>Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 18</td>
<td>Passage of resolution directing the preparation of the Engineer’s Report</td>
<td>District</td>
</tr>
<tr>
<td>May 18</td>
<td>Submit budget numbers to SCI</td>
<td>District</td>
</tr>
<tr>
<td>Jun 1</td>
<td>Engineer’s Report is submitted to District for review</td>
<td>SCI</td>
</tr>
<tr>
<td>Jun 8</td>
<td>Complete and file Engineer’s Report with District</td>
<td>SCI</td>
</tr>
<tr>
<td>Jun 16</td>
<td>Passage of resolution of intention to levy annual assessment, preliminarily accepting Engineer’s Report and scheduling the Public Hearing</td>
<td>Board/District</td>
</tr>
<tr>
<td>Jul 10</td>
<td>Publish notice of public hearing (Publish Resolution of Intention, must occur at least 10 days before Public Hearing)</td>
<td>SCI</td>
</tr>
<tr>
<td>Jul 21</td>
<td>Public Hearing and approval of resolution approving Engineer’s Report and levying annual assessments</td>
<td>Board/District</td>
</tr>
<tr>
<td>Aug 10</td>
<td>Submission of assessments to County</td>
<td>SCI</td>
</tr>
<tr>
<td>September/October</td>
<td>Confirmation of final levies with County</td>
<td>SCI</td>
</tr>
</tbody>
</table>

SCI can meet this timeline; however, the District can also modify it as needed. It is understood that all regular meetings of the District Board are every 3rd Tuesday of each month.
7. REQUEST FOR AUTHORIZATION TO EXTEND THE MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE SACRAMENTO / YOLO MOSQUITO AND VECTOR CONTROL DISTRICT FOR SHARED CONTRACTED LARGE SCALE AERIAL SPRAY SERVICES.

The District’s three-year shared contract with Vector Disease Control International (VDCI) for large scale aerial adulticiding (≥10,000 Acres) services terminated on December 31, 2019.

The Sacramento / Yolo Mosquito and Vector Control District (SYMVCID) proposes to extend the memorandum of understanding with San Joaquin County MVCD (SJCMVCD), Turlock MAD and Placer County MVCD, that guarantees VDCI to service a combined acreage of 1,000,000 acres for one additional year that will expire on December 31, 2020. San Joaquin County MVCD’s share of the combined acreage is 190,000 acres. In exchange, VDCI shall supply two dedicated aircraft on site throughout the contract agreement at a rate charge of $0.60 per treated acre. In the event a third aircraft should be needed the cost would be $0.70 per treated acre for the additional aircraft. The charge of $0.60 per acre is unchanged from that of the previous three year contract agreement.

An amended Memorandum of Understanding (MOU) has been drafted by SYMVCID that details the agreement extension for shared aerial services and related cost sharing between SYMVCID, SJCMVCD, Placer MAD, and Turlock MAD (Attached).

If approved this agreement will take effect immediately.

Staff will provide operational information to the Board and Legal Counsel Eley will provide his review of the drafted amendment to the MOU.

This item requires Board action.

Attachment
AMENDMENT TO MEMORANDUM OF UNDERSTANDING CONCERNING SHARED VDCI AERIAL SERVICES AND RELATED COST SHARING

THE MEMORANDUM OF UNDERSTANDING was made effective on January 1, 2017, by and between Sacramento-Yolo Mosquito and Vector Control District, Placer Mosquito and Vector Control District, Turlock Mosquito Abatement District and San Joaquin County Mosquito and Vector Control District for shared use of VDCI aerial services. The below is an extension of said agreements.

1. Term. This MOU shall be extended for one year and expire on December 31, 2020, unless sooner terminated by mutual written consent of the parties. The parties also may agree in writing to extend the term of this MOU.

2. No effect on other provisions. Except for the amendments in section 6 (TERM), the remaining provisions of the Agreement, as amended, shall be unaffected and shall remain in full force and effect.

SACRAMENTO-YOLO MOSQUITO AND VECTOR CONTROL DISTRICT

By: ____________________________
    Gary Goodman
    General Manager

PLACER MOSQUITO AND VECTOR CONTROL DISTRICT

By: ____________________________
    Joel Buettner
    General Manager

SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

By: ____________________________
    Ed Lucchesi
    Manager

TURLOCK MOSQUITO ABATEMENT CONTROL DISTRICT

By: ____________________________
    David Heft
    General Manager
MEMORANDUM OF UNDERSTANDING CONCERNING SHARED VDCI AERIAL SERVICES AND RELATED COST SHARING
(San Joaquin County Mosquito and Vector Control District)

THIS MEMORANDUM OF UNDERSTANDING is made effective this January 1, 2017, by and between Sacramento-Yolo Mosquito and Vector Control District (“Sac-Yolo”), and San Joaquin County Mosquito and Vector Control District (“San Joaquin”), who agree as follows:

1. Recitals. This MOU is made with reference to the following background recitals:

1.1. Sac-Yolo provides mosquito and vector control services to the Counties of Sacramento and Yolo. San Joaquin provides mosquito and vector control services to the County of San Joaquin.

1.2. Sac-Yolo contracts with Vector Disease Control International, LLC (“VDCI”) for aerial pesticide application services. Sac-Yolo and VDCI have amended the agreement to extend the term through December 31, 2019, expand the scope of services to provide a second aircraft during the peak mosquito control season, and adjust the pricing. The amended VDCI agreement obligates Sac-Yolo to an annual payment of $600,000 (payable in monthly installments) in exchange for a VDCI obligation to supply the two dedicated aircraft and apply pesticides to 1,000,000 acres per calendar year. Any acreage to be treated by VDCI exceeding 1,000,000 acres per year is subject to a charge of $0.60 per treated acre. Sac-Yolo and VDCI may arrange for a third aircraft to be supplied by VDCI, in which case the price per acre for the additional aircraft would be $0.70 per treated acre with a minimum of 20,000 acre mission per flight. The Sac-Yolo/VDCI agreement also provides that the agreement scope may encompass the aerial treatment of other nearby counties.

1.3. San Joaquin desires to share in and utilize a portion of the services to be provided by VDCI and to share in a proportionate amount of the VDCI service fee, on and subject to the terms of this MOU.

1.4. The parties acknowledge that Sac-Yolo also is making similar shared VDCI services arrangements with Placer Mosquito and Vector Control District and Turlock Mosquito Abatement District.

2. Sac-Yolo/VDCI Agreement Management. Sac-Yolo will implement, execute and manage its aerial application services agreement with VDCI. Sac-Yolo will be the customer under the Sac-Yolo/VDCI agreement and it will be contractually liable to VDCI for payments due under that agreement.

3. San Joaquin Share of Service

3.1. San Joaquin will be entitled to receive aerial pesticide treatments by VDCI within the San Joaquin service area in the amount of 190,000 acres per calendar year of the 1,000,000 acres per year to be provided under the Sac-Yolo/VDCI agreement. San Joaquin from time to time will request Sac-Yolo to arrange and provide for San Joaquin area services by VDCI. San Joaquin will provide the precise scope, desired date(s) and time(s),
location, acreage and type of aerial spraying to be performed. San Joaquin will be responsible for supplying the pesticides to be applied, delivering and unloading the pesticides at the storage area (to be designated by VDCI at Sacramento McClellan Airport (or at such other airport in Sacramento or Yolo County designated by Sac-Yolo), and removing and disposing of the empty pesticide containers. Sac-Yolo will instruct VDCI to perform the work as requested by San Joaquin and provide the services in accordance with the terms of the Sac-Yolo/VDCI agreement.

3.2. The parties, Placer MVCD, Turlock MAD, and VDCI will work and collaborate together to develop plans and schedules for coordinated VDCI services in the respective mosquito control district service areas. If there is a conflict in requested services between mosquito control districts, then the district that first requested the services will be served by VDCI first, unless the affected districts otherwise agree.

4. San Joaquin Funding of Cost Share.

4.1. For the full 1,000,000 acres per year under the Sac-Yolo/VDCI agreement, Sac-Yolo will be charged $600,000 per calendar year payable to VDCI in 12 equal monthly installments. San Joaquin will pay and reimburse to Sac-Yolo 19% (calculated by 130,000 acres/year ÷ 1,000,000 acres/year) of the VDCI charges on a monthly basis. At the end of each month, Sac-Yolo will submit to San Joaquin an invoice in the amount of 19% of the VDCI monthly charges (plus any charges that may be due under section 4.2). San Joaquin will pay the invoice to Sac-Yolo within 30 days of its receipt. Interest will accrue on any late payment at the rate of 10% per annum. If payment has not been made within the 30-day period, then, in addition to other available remedies, Sac-Yolo may terminate this MOU or cease directing VDCI to perform work in the San Joaquin service area pending payment of past due charges and interest.

4.2. If San Joaquin requests aerial spraying by VDCI in a calendar year above the 190,000 acres amount, then any additional spraying above that amount will be charged to San Joaquin at the rate of $0.60 per additional treated acre. If San Joaquin and Sac-Yolo agree that VDCI will provide a third aircraft to provide services to Sac-Yolo and San Joaquin, then San Joaquin will be charged at the rate of $0.70 per acre treated by the second aircraft with a minimum of 20,000 acre mission per flight. These additional payments, if any, will be invoiced to and payable by San Joaquin in accordance with section 4.1.

5. Record Keeping. Sac-Yolo will keep and maintain accurate accounting and bookkeeping records relating to its charges by and payments to VDCI and the calculation of San Joaquin invoices. San Joaquin and its employees, accountants, attorneys and agents, may review, inspect, copy and audit these records, including all source documents.

6. Term. This MOU shall expire on December 31, 2019, unless sooner terminated by mutual written consent of the parties. The parties also may agree in writing to extend the term of this MOU.

7. Indemnity. San Joaquin agrees to indemnify, defend, protect, and hold harmless Sac-Yolo, and its officers, employees, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney,
expert witness and consultant fees, and litigation costs) of every nature arising out of San Joaquin's obligations and performance under this MOU and caused by any negligent act or omission, willful misconduct or violation of law of or by San Joaquin or its employees, agents and contractors, except where caused by the sole negligence or willful misconduct of Sac-Yolo or as otherwise provided or limited by law. San Joaquin's obligations under this indemnification provision will survive the expiration of this MOU.

8. Additional Insured. Sac-Yolo will request VDCI to add San Joaquin as an additional insured under the VDCI general and automobile insurance liability policies regarding liability arising out of the VDCI services under the Sac-Yolo/VDCI agreement and to provide to San Joaquin written proof of insurance consistent with the requirements of the Sac-Yolo/VDCI agreement.


9.1. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the MOU. This MOU supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this MOU, except those other documents that may be expressly referenced in this MOU.

9.2. Construction and Interpretation. The parties agree and acknowledge that this MOU has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this MOU. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this MOU.

9.3. Assignees. No party may assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this MOU without the other party's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void and grounds for the other party to terminate this MOU.

SACRAMENTO-YOLO MOSQUITO AND VECTOR CONTROL DISTRICT

By: Gary Goodman
General Manager

SAN JOAQUIN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

By: Ed Lucchesi
Manager

8500/A110416vas-3-
8. REQUEST FOR AUTHORIZATION TO EXTEND EXISTING CONTRACT TO PERFORM AERIAL MOSQUITO LARVICIDING WORK THRU DECEMBER 31ST, 2021.

The District's contract agreement with Precissi Flying Service concluded on December 31, 2019. The District agreed to retain service on a month to month basis leading up to a new contract extension.

The District has in the past extended aerial contract services from three to five years upon satisfactory performance for services rendered.

This item requires Board action.

(Attachment)
Extension of Contract

THIS EXTENSION OF CONTRACT ("Extension") is made this __________, for the purpose of extending the contract known as Aerial Pesticide Application Agreement dated 5-23-2017, ("Original Contract") between San Joaquin County MVCD and Precissi Flying Service (the “Parties”).

1. The Original Contract, which is attached hereto as a part of this Extension, is described below and will end on December 31, 2019.

Aerial Application services for San Joaquin County Mosquito & Vector Control District

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on December 31, 2021.

3. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

_________________________________  ______________________________________
(Signature)  (Signature)

_________________________________  ______________________________________
(Printed Name)  (Printed Name)

_________________________________  ______________________________________
(Address)  (Address)

Dated: ____________, 20__  Dated: ____________, 20__
APPENDIX A

AERIAL PESTICIDE APPLICATION AGREEMENT

In consideration of the mutual obligations set forth herein, San Joaquin County Mosquito and Vector Control District (DISTRICT) and Vector Disease Control (CONTRACTOR), agree as follows:

1. This Agreement shall be effective on April 1, 2017 and continue until December 31, 2019. Contract may be terminated by written notice, at least 30 days prior to termination by either party wishing to terminate the Agreement. Such notice shall be sent to:

   If notice to DISTRICT:
   San Joaquin County Mosquito & Vector Control District
   Attn: Manager
   7759 South Airport Way
   Stockton, CA 95206

   If notice to CONTRACTOR:
   Precissi Flying Service
   Peter Precissi
   11919 N. Lower Sacramento Road
   Lodi, CA 95242

2. DISTRICT shall, from time to time, engage CONTRACTOR to spray pesticides from aircraft operated by CONTRACTOR for purposes of mosquito abatement and control. CONTRACTOR shall accept such engagements in accordance with this Agreement.

3. CONTRACTOR agrees to utilize pilots maintaining valid FAA certified Commercial or more advanced pilot certificates and appropriate levels of experience and training shall have been conducted in the make and model aircraft being flown to perform the services required under this Agreement.
   - Pilot(s) must be licensed with the appropriate regulatory agency(s) in the appropriate category(s) for aerial pesticide application in the State of California.
   - Pilot(s) must have a minimum of 1,000 hours of total logged pilot hours which include 1,000 hours agricultural spraying and 100 hours in the make and model applicable to fixed wing and rotorcraft aircraft powered by a piston engine. **If approved by the District's non-owned aircraft insurance underwriter, the total logged pilot hours, hours of agricultural spraying, and/or hours in the make and model applicable to fixed wing and rotorcraft aircraft powered by a piston engine may be less than those required in this section.**
o Pilot(s) must have a minimum of 2,000 hours of total logged pilot hours which include 2,000 hours agricultural spraying and 200 hours in the make and model applicable to fixed wing and rotorcraft aircraft powered by a turbine engine.

4. CONTRACTOR agrees to file with the appropriate agencies within the County(s) where the work is to be performed, the certification K or other certification or licenses necessary for the permission to perform aerial application.

5. Application, handling and storage of pesticides by CONTRACTOR shall be in strict conformity with all applicable Federal, State and Local laws, regulations, and requirements. CONTRACTOR shall at all times be properly licensed and certified by appropriate agencies for the application, handling and storage of pesticides under this Agreement and for the operation of aircraft used in such application.

6. The locations and timing of the application of pesticides by CONTRACTOR shall be at the discretion and direction of DISTRICT.

7. Pesticides to be applied shall be only those specified by the California Department of Public Health and controlled under the Cooperative Agreement of the Vector-Borne Disease Section (VBDS) offices of the California Department of Public Health. Application shall be by aerial spraying in accordance with specifications, calibrations, and application rates specified by DISTRICT and the pesticide manufacturer. CONTRACTOR shall strictly adhere to such specifications and application rates. In the event that, as a result of improper application techniques, mosquito populations are not reduced to a level determined to be acceptable by DISTRICT, CONTRACTOR shall not be entitled to compensation for such application. Such compensation may be withheld from any funds due or to become due from DISTRICT.

8. DISTRICT's representative may inspect and monitor all storage, handling, and application procedures used by CONTRACTOR. However, any inspection or monitoring by DISTRICT shall not affect the duties or responsibilities of CONTRACTOR as described in this Agreement.

9. CONTRACTOR shall maintain and permit DISTRICT to inspect records showing date, location, type of pesticide, quantity used, and number of acres treated on its behalf.

10. CONTRACTOR shall be compensated for its services and expenses as provided in the Request For Proposal submitted by CONTRACTOR and received and approved by DISTRICT and attached to this Agreement. Each invoice submitted to DISTRICT by CONTRACTOR for payment shall be accompanied by a copy of the applicable records, together with the exact times of application if requested by DISTRICT. If requested, an annual summary shall be provided to DISTRICT by CONTRACTOR of the annual hours of aerial time utilized and charges incurred.
11. CONTRACTOR shall provide spraying and surveillance services for the entire geographical area within DISTRICT'S jurisdiction, and shall cooperate and assist DISTRICT in obtaining any permits or grants of permission necessary to permit the spraying of pesticides. Spray services shall be provided, weather and flying safety factors permitting.

12. CONTRACTOR is an independent contractor and in no sense shall be considered an employee or agent of DISTRICT.

13. HOLD HARMLESS AND INDEMNITY:

CONTRACTOR shall indemnify and hold harmless DISTRICT, its officers, officials, employees, agents, and volunteers from and against any and all claims, liabilities, losses, damages, expenses or injuries, including attorney fees arising out of the operations of the contractor described herein, caused in whole or in part by any negligent act or omission of the contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of DISTRICT.

14. INSURANCE REQUIREMENTS:

CONTRACTOR shall procure and maintain, at its own expense, for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, or employees. Certified copies of such policies, including endorsements and renewals, shall be given to DISTRICT prior to the effective date of the policies, endorsements or renewals.

A. Minimum Scope of Insurance

Coverage provided by CONTRACTOR shall include the following:

1. Automobile Liability coverage that is at least as broad as CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
2. Workers’ Compensation insurance as required by the State of California and Employer’s Liability insurance.
3. Aviation Liability insurance including Chemical Coverage Endorsements, on a form acceptable to DISTRICT.

B. Minimum Limits of Insurance

1. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
2. Workers’ Compensation: Benefits as per California statutory requirements.
3. Employer’s Liability: $1,000,000 per accident for bodily injury or disease.
4. Aviation Liability Insurance: $1,000,000 per occurrence. Any Chemical Coverage sub-limits shall be at least $100,000/$300,000/$100,000 for bodily injury person, bodily injury per accident & property damage.

C. Other Insurance Provisions

The Automobile Liability and Aviation Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, officials, employees, agents, and volunteers are to be named as additional insured's as respects liability arising out of the operations of the CONTRACTOR including automobiles owned, leased, hired or borrowed by CONTRACTOR.

2. Each insurance policy required shall be endorsed to state that DISTRICT will be notified of any material change to the policies, and that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except the reduction of aggregate limits by payments of claims, without thirty (30) days prior written notice by certified mail, return receipt requested, being given to DISTRICT.

3. Only to the extent required in Sections 13. Hold Harmless and Indemnity and Section 14. Insurance Requirements Paragraph C. Other Insurance Provisions Subparagraph 1., the CONTRACTOR'S insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, agents, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it to the extent the CONTRACTOR'S policies apply.

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

5. CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its officers, officials, employees, agents, and volunteers; or CONTRACTOR shall provide a
financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A. VII unless otherwise acceptable to DISTRICT.

F. Verification of Coverage

CONTRACTOR shall furnish DISTRICT with certified copies of the insurance policies, including all endorsements and renewals. All policies and endorsements are to be received and approved by DISTRICT prior to commencement of performance under this Agreement.

G. Subcontractors

CONTRACTOR shall obtain prior approval and consent from DISTRICT prior to utilizing any subcontractor with respect to the services to be provided.

15. DISTRICT’S duties and responsibilities shall include the following:

1. DISTRICT shall not unreasonably request services from CONTRACTOR and shall assist, where possible, in coordinating the timing of services to be performed.

2. DISTRICT shall be responsible to pay all invoices which are properly documented and not in dispute.

3. DISTRICT or its vendors shall provide the pesticides for application at a location and time upon which DISTRICT and CONTRACTOR agree.

DATED: 5/23/17

SIGNATURE OF AUTHORIZED REPRESENTATIVE

[Signature]
DISTRICT

[Signature]
CONTRACTOR
Board Meeting Information

To: Board of Trustees
From: Eddie Lucchesi, Manager
CC: Chris Eley, Legal Counsel
Date: 2/6/2020
Re: February BOT Meeting, Agenda Item 9

9. EXECUTIVE COMMITTEE REPORT

As discussed at the January 2020 regular meeting, the Manager and Board of Trustees agreed to have the Executive Committee finalize the Manager’s performance evaluation and review a successor contract agreement for the position of Manager. The existing agreement expires 3/31/2020, but continues for 30-day periods until a new agreement is signed.

Attached is a copy of the draft meeting agenda. A member of the Executive Committee will provide an oral report at this time on the agenda.

Attachment
San Joaquin County Mosquito & Vector Control District  
7759 S. Airport Way  
Stockton, CA 95206  
(209) 982-4675

Board of Trustees  
Executive Committee Meeting

February 18, 2020  
12:30 P.M.

AGENDA

1. Call to order; roll call

2. Public comment period

3. Closed Session (Pursuant to CGC Section 54957)

   Public Employee  
   Title: Manager

   • Employee Performance Evaluation  
   • Employment contract for position of Manager

   Report of Closed Session (Pursuant to CGC Section 54957)

4. Other business; announcement of future committee meeting date(s) and time(s).

5. Adjourn.
Board Meeting Information

To:        Board of Trustees  
From:      Eddie Lucchesi, Manager  
CC:        Chris Eley, Legal Counsel  
Date:      2/10/2020  
Re:        February 2020 BOT Meeting, Agenda Item 10

10. CLOSED SESSION (Pursuant to CGC §54957 and §54957.6)  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION / PUBLIC APPOINTMENT  
Title: Manager

REPORT OF CLOSED SESSION (Pursuant to CGC §54957.1)

This will be a closed session for the purpose of reviewing the performance of the Manager per District policy #2170 60 and to negotiate a new employment agreement for the position of Manager.

Re: the performance evaluation of Manager Lucchesi for the 2019 Calendar Year, a comprehensive report was distributed to the Executive Committee and reviewed and discussed with the full Board at their January 21, 2020 regular BOT meeting.

Re: a successor employment contract between the District and Manager, the current employment contract with Manager Lucchesi expires March 31, 2020. The Board will discuss how to proceed with development of a successor contract using Legal Counsel Eley and the Board’s executive Committee.

Following the closed session, a person designated by the Board of Trustees will provide a report of closed session. Any action resulting from the discussions in closed session must be taken in open session.