

**DELTA MOSQUITO & VECTOR  
CONTROL DISTRICT**

Dr. Mustapha Debboun  
*General Manager*

Hector Cardenas  
*Operations Program Manager*

Sheri D. Davis  
*Administrative Assistant*

Post Office Box 310 \* Visalia, California 93279-0310  
1737 West Houston Avenue \* Visalia, California 93291  
Phone (559) 732-8606 \* (877) 732-8606 \* Fax (559)-732-7441  
www.deltavcd.com

Mir Bear-Johnson  
*Assistant Manager*

Crystal Grippin  
*Scientific Program Manager*

Erick Arriaga  
*Community Education &  
Outreach Coordinator*



**DATE:** Friday, October 8, 2021

**TO:** Board of Trustees, Delta Mosquito and Vector Control District

**FROM:** Dr. Mustapha Debboun, General Manager

**SUBJECT:** Regular Meeting of the District's Board of Trustees

**TIME:** Wednesday, October 13, 2021 at 4:30 p.m.

**PLACE:** District Boardroom, 1737 West Houston Avenue, Visalia  
Teleconference Dial in Number: 1-978-990-5000 access code 575024

**AGENDA:**

**1. Roll Call**

**2. Employee Introduction**

The General Manager will introduce Mr. Erick Arriaga, Community Education and Outreach Coordinator to the Board of Trustees.

**3. Certificate in Special District Governance**

California Special Districts Association (CSDA) representative, Cole Karr will present the Certificate in Special District Governance to the General Manager and the Board of Trustees.

**ACTION**

**4. Consent Calendar**

- a. September Minutes
- b. September Bills (Board Orders #8, #9, #10)
- c. October Payroll (Board Order #11)
- d. October Bills (Board Order #12)
- e. Travel Authorization

**5. Public Forum**

Members of the public may address the Board.

**6. Staff Report**

The General Manager will report on items of operational interest.

**7. Surveillance Report**

The Assistant Manager will report on surveillance information for the state, region, and local community.

**ACTION**

**8. Oxitec’s Sterile Male Technique Trial in Visalia**

The General Manager will request approval and support from the Board of Trustees for Oxitec Ltd. to conduct a sterile male technique trial using Oxitec’s Friendly™ Yellow fever male mosquito, *Aedes aegypti* suppression technology.

**ACTION**

**9. Lozano Smith**

The General Manager will present the Agreement for Legal Services from Lozano Smith, which will adjust the fees charged to the District for legal services.

**10. Price Paige & Company**

The General Manager will present the engagement letter for the fiscal audit covering 2020/21.

**11. Quarterly Expense/Revenue Report**

The Administrative Assistant will present a financial report for the first quarter of fiscal year 2021/22.

**ACTION**

**12. Policy Update**

The Board will consider the updated Expense Policy #1080 for approval.

**ACTION**

**13. Adjournment**

Adjourn meeting of the Board of Trustees to reconvene on Wednesday, November 10, 2021 at 4:30 p.m. in the Delta Mosquito and Vector Control District Boardroom, 1737 W. Houston Ave., Visalia, CA.

**Note:** Items designated for information are appropriate for Board action if the Board wishes to take action.

## **1. Roll Call**

## **2. Employee Introduction**

The General Manager will introduce Mr. Erick Arriaga, Community Education and Outreach Coordinator to the Board of Trustees.

### **3. Certificate in Special District Governance**

California Special Districts Association (CSDA) representative, Cole Karr will present the Certificate in Special District Governance to the General Manager and the Board of Trustees.

## **4. Consent Calendar**

# **DELTA MOSQUITO & VECTOR CONTROL DISTRICT**

Dr. Mustapha Debboun  
*General Manager*

Hector Cardenas  
*Operations Program Manager*

Sheri D. Davis  
*Administrative Assistant*

Post Office Box 310 \* Visalia, California 93279-0310  
1737 West Houston Avenue \* Visalia, California 93291  
Phone (559) 732-8606 \* (877) 732-8606 \* Fax (559)-732-7441  
www.deltavcd.com

Mir Bear-Johnson  
*Assistant Manager*

Crystal Grippin  
*Scientific Program Manager*

Erick Arriaga  
*Community Education &  
Outreach Coordinator*



Minutes of the Board of Trustees – Wednesday, September 8, 2021

## **1. Roll Call:**

Present: Greg Gomez, President; Belen Gomez, Secretary, Larry Roberts, Linda Gutierrez, Rosemary Hellwig, and Kevin Caskey.

Absent: Michael Cavanagh

Staff: Dr. Mustapha Debboun, General Manager; Mir Bear-Johnson, Assistant Manager and Sheri Davis, Administrative Assistant

## **2. Employee Introduction:**

The General Manager introduced Mr. Bryan Ruiz, Vector Control Technician III who the Trustees gave a warm welcome and thanked him for his service to the Delta Mosquito and Vector Control District (DMVCD).

## **3. Oxitec Presentation:**

The General Manager introduced Mr. Grey Frandsen, CEO of Oxitec Ltd., and Dr. Rajeev Vaidyanathan, Director of U.S. Programs for Oxitec. Mr. Frandsen gave a presentation on Oxitec's Friendly *Aedes aegypti* innovative suppression Sterile Insect Technology and discussed the potential of DMVCD collaborating and partnering with a future Oxitec field trial in 2022 in Visalia, CA.

## **4. Consent Calendar:**

Board of Trustees President Gomez asked if there were any questions regarding the consent calendar, and none were provided. A motion was made by Belen Gomez, seconded by Kevin Caskey, and the Board members unanimously approved the consent calendar as presented.

**5. Public Forum:**

None.

**6. Staff Report:**

The General Manager (GM) reported that routine mosquito surveillance and control continued throughout August by DMVCD personnel and 594 mosquito samples were tested with 120 positive for West Nile virus (WNV). The DMVCD had one confirmed and one probable human case of WNV reported by the local public health department in August. The GM also discussed the vehicle accident that one of our seasonal employees was in. Although the vehicle, i.e., Truck-2 was totaled, thankfully, the driver was not seriously injured.

**7. Surveillance Report:**

The Assistant Manager reported on the status of West Nile Virus and St. Louis Encephalitis virus activity in humans, birds, and mosquitoes in the District and the state at the current date and compared it to this time last year.

**8. Enterprise Fleet Management (EFM):**

The General Manager requested approval to lease four Chevrolet Colorado trucks from EFM for delivery in March 2022. The expense will be covered by the *Aedes aegypti* Benefit Assessment funds.

Following discussion, it was moved by Rosemary Hellwig, seconded by Linda Gutierrez, and the Board members unanimously approved the lease of four Chevrolet Colorado pickups.

**9. Vehicle Replacement:**

The General Manager requested approval to purchase a truck from Merced Chevrolet in the amount of \$36,226.16 to replace truck T2 that was totaled in an accident. Vector Control Joint Powers Agency (VCJPA) will reimburse the District less \$1,000.00 deductible.

Following discussion, it was moved by Belen Gomez, seconded by Larry Roberts, and the Board members unanimously approved the purchase of the new truck.

**10. Non-Elective Component:**

The Administrative Assistant explained that the minimum employer contribution rate is adjusted annually prior to CalPERS open enrollment for health insurance. The District is required to set the dollar amount it will contribute toward retiree health premiums under CalPERS. We are on an unequal funding schedule, meaning we increase funding by 5% each year until we achieve 100% of the required contribution. Our retiree contribution in 2022 will be \$141.55/ month, which is 95% of the required minimum employer funding of \$149.00/ month.

It was moved by Larry Roberts, seconded by Belen Gomez, and the Board members unanimously voted to approve the non-elective component as presented.



**11. Reappointments:**

The General Manager asked the Trustees who were up for reappointment to contact the Administrative Assistant if they are interested in serving another term.

**12. Closed Session Case Review/Planning:**

Adjourned to closed session pursuant to Government Code Section 54956.9 of Division 3.6 of Title I.

**13. Adjournment:**

It was moved by Kevin Caskey, seconded by Larry Roberts, and unanimously approved to adjourn the meeting of the DMVCD's Board of Trustees at 6:10 p.m.

---

Dr. Mustapha Debboun, Recording Secretary



CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
35774	JORGE LOPEZ	Vector Control Tech II		2,001.35
35775	ALEXANDER WARD	Vector Control Tech II		1,595.61
35776	ADRIAN SIFUENTES	Vector Control Tech II		1,582.67
35777	ALEJANDRA GILL	Lab Tech I		1,058.65
35778	JAYSON CABRAL	Lab Tech I		996.26
35779	PATRICIA BIENIEMY	Lab Tech I		1,004.06
35780	CHRISTIAN COTTO	Lab Tech I		955.85
35781	MARICELA CISNEROS	Lab Tech I		1,012.66
35782	ADRIANNA WHITE	Lab Tech I		758.88
35783	RYAN SPRATT	Lab Tech I		899.59
35784	THOMAS HOWARD	Vector Control Tech I		943.98
35785	LORRAINE GONZALEZ	Vector Control Tech I		1,016.75
35786	AYLSIA INGRIM	Vector Control Tech I		849.16
35787	JACKIE JACKSON	Vector Control Tech I		794.89
35788	PAUL RAPER	Vector Control Tech I		1,053.06
35789	KORY WILSON	Vector Control Tech I		1,037.90
35790	MARCO MARTINEZ	Vector Control Tech I		903.19
35791	AARON WINSTON	Vector Control Tech I		839.81
35792	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax		4,685.46
35793	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax		290.46
35794	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement		1,084.46
		<b>TOTAL PAYROLL</b>		<b>\$25,364.70</b>
35795	AUTOZONE	Steering Gearbox; Pitman Arm T26	Auto Supplies	271.96
35796	AWARDS & SIGNS UNLIMITED	Decals for New Trucks	Auto Supplies	1,262.94
35797	ENTERPRISE FM TRUST	Leased Vehicles	Capital - Vehicles	3,699.10
35798	FASTENAL	Nitrate Gloves	Safety Supplies	259.96
35799	LINXUP	GPS	GPS	799.67
35800	LOZANO SMITH	Personnel Matter	Professional Services	136.00
35801	MOMENTUM BROADCASTING	Radio Ads	Public Relations	1,456.00
35802	SCI CONSULTING GROUP	Benefit Assessment Formation	Professional Services	148,173.36
35803	TARGET SPECIALTY PRODUCTS	Zenivex	Chemicals	2,804.14
35804	VWR INTERNATIONAL	Sterile Water	Lab Supplies	28.39
35805	VALLEY FIRE EXTINGUISHER CO.	Annual Fire Extinguisher Service; New Extinguisher for Fish Hatchery	Safety Supplies	435.13
35806	VALLEY INDUSTRIAL MEDICAL GROUP	Pre-Employment Exams	Professional Services	250.00
35807	VERIZON	Cell Phones	Telephone/Cell Phones	732.40
35808	WESTAMERICA BANK	Lease Payment for Fish Hatchery	Long Term Debt	58,914.03
		<b>TOTAL BILLS</b>		<b>\$219,223.08</b>
		<b>TOTAL BOARD ORDER #9</b>		<b>\$244,587.78</b>

CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
35809	BRYAN FERGUSON	Overtime		177.81
35810	BRYAN RUIZ	Overtime		357.62
35811	MARIO SANCHEZ	Overtime		175.91
35812	JORGE LOPEZ	Vector Control Tech II		2,001.36
35813	ALEXANDER WARD	Vector Control Tech II		1,450.03
35814	ADRIAN SIFUENTES	Vector Control Tech II		1,603.09
35815	ALEJANDRA GILL	Lab Tech I		1,058.65
35816	JAYSON CABRAL	Lab Tech I		1,095.74
35817	SABRINA GALBAN	Lab Tech I		960.94
35818	PATRICIA BIENIEMY	Lab Tech I		995.08
35819	CHRISTIAN COTTO	Lab Tech I		926.22
35820	MARICELA CISNEROS	Lab Tech I		895.98
35821	ADRIANNA WHITE	Lab Tech I		961.93
35822	RYAN SPRATT	Lab Tech I		899.61
35823	THOMAS HOWARD	Vector Control Tech I		755.03
35824	LORRAINE GONZALEZ	Vector Control Tech I		1,077.19
35825	AYLSIA INGRIM	Vector Control Tech I		926.22
35826	JACKIE JACKSON	Vector Control Tech I		954.07
35827	PAUL RAPER	Vector Control Tech I		1,017.82
35828	KORY WILSON	Vector Control Tech I		1,037.91
35829	MARCO MARTINEZ	Vector Control Tech I		993.90
35830	AARON WINSTON	Vector Control Tech I		929.69
35831	COURT ORDERED DEBT COLLECTIONS	Wage Garnishment		251.68
35832	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax		5,125.68
35833	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax		294.51
35834	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement		1,057.54
		<b>TOTAL PAYROLL</b>		<b>\$27,981.21</b>
35835	AT&T	Long Distance/Toll Free	Telephone/Cell Phones	23.71
35836	CALIF WATER	Utilities	Utilities	124.06
35837	EMD NETWORKING SERVICES	PC Memory Upgrades, Netgear Switch	Office Supplies	1,335.05
35838	ENTERPRISE FM TRUST	Leased Vehicles	Capital - Vehicles	396.48
35839	GIOTTO'S ALARM TECH	Control Battery, Smoke Detectors, Lab Display	Maint Contract	293.30
35840	HOME DEPOT			75.46
		Packing Tape	33.79 Office Supplies	
		Keys and Bug Spray	41.67 Bldg/Yard Supplies	
35841	KAST & COMPANY	The Good Life Sept/Oct	Public Relations	475.00
35842	LOWE'S	Rat Traps, Bulbs, Power Cord, Circuit Braker, etc.	Bldg/Yard Supplies	291.32
35843	MISSION LINEN			1,050.77
		Uniforms	892.07 Clothing	
		Janitorial	158.70 Janitorial	
35844	MOMENTUM BROADCASTING	Radio Ads	Public Relations	720.00
35845	SBC/AT&T	Office Phone/Fax	Telephone/Cell Phones	197.16
35846	SMART & FINAL	Sugar - BG Traps	Aedes Assessment	135.48
35847	SO CAL GAS	Utilities	Utilities	27.47
35848	VALLEY PACIFIC PETROLEUM	Gasoline	Gasoline	4,046.68
35849	WALMART	Car Phone Mount	Telephone/Cell Phones	16.03
35850	WEST COAST BIO-TECH	Bio-Hazard Disposal	Lab Supplies	135.00
35851	US BANK			1,029.41
		3M Credit - Respirator Evals	580.00 Professional Services	
		Google Domain	12.00 Subscriptions	
		Google Suites	149.79 Subscriptions	
		Indeed - Job Ads	41.21 Advertisements	
		Home Depot - Pest Strips	24.89 Bldg/Yard Supplies	
		Tulare County Surplus Store - Chair for Erick	8.46 Office Supplies	
		FilterBuy.com - Filters	191.39 Bldg/Yard Supplies	
		Doc's - Lunchw/Greg	21.67 Travel	
35852	VCJPA	T-2 Salvage Payment	Misc. Expense	595.00
		<b>TOTAL BILLS</b>		<b>\$10,967.38</b>
		<b>TOTAL BOARD ORDER #10</b>		<b>\$38,948.59</b>

VOUCHER	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
35853	MUSTAPHA DEBBOUN	MANAGER		7,754.43
35854	MIR BEAR-JOHNSON	ASSISTANT MANAGER		6,112.34
35855	CRYSTAL GRIPPIN	SCIENTIFIC PROGRAM MANAGER		4,057.36
35856	HECTOR CARDENAS	OPERATIONS PROGRAM MANAGER		5,270.54
35857	MARK NAKATA	BIOLOGIST		5,354.14
35858	JAVIER VALDIVIAS	BIOLOGIST		4,599.01
35859	ANDREA TROUPIN	BIOLOGIST		4,787.09
35860	SHERI DAVIS	ADMINISTRATIVE ASSISTANT		5,536.97
35861	MARY ELLEN GOMEZ	ADMINISTRATIVE ANALYST		4,196.73
35862	ERICK ARRIAGA	COMMUNITY EDUCATION & OUTREACH COORDINATOR		4,123.77
35863	PAUL HARLIEN	FOREMAN		5,157.76
35864	RICK ALVAREZ	VECTOR CONTROL SUPERVISOR		5,349.04
35865	BRYAN RUIZ	VECTOR CONTROL TECHNICIAN III		4,391.70
35866	BRYAN FERGUSON	VECTOR CONTROL TECHNICIAN III/MECHANIC		4,529.99
35867	MARIO SANCHEZ	VECTOR CONTROL TECHNICIAN III/MECHANIC		4,042.94
35868	BELEN GOMEZ	TRUSTEE PAYROLL - QUARTERLY		277.05
35869	MICHAEL CAVANAGH	TRUSTEE PAYROLL - QUARTERLY		184.70
35870	LARRY ROBERTS	TRUSTEE PAYROLL - QUARTERLY		277.05
35871	ROSEMARY HELLWIG	TRUSTEE PAYROLL - QUARTERLY		277.05
35872	KEVIN CASKEY	TRUSTEE PAYROLL - QUARTERLY		277.05
35873	GREG GOMEZ	TRUSTEE PAYROLL - QUARTERLY		277.05
35874	LINDA GUTTIERREZ	TRUSTEE PAYROLL - QUARTERLY		277.05
		<i>Sub-Total Full-Time Payroll</i>		<i>\$77,110.81</i>
35875	VSP	Vision Plan Premium for October 2021		528.30
35876	DELTA DENTAL PLAN	Dental Plan Premium for October 2021		1,685.26
35877	LINCOLN FINANCIAL GROUP	Life/STD & LTD Insurance for October 2021		1,255.45
35878	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Health Insurance Premium for October 2021		23,912.30
35879	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax	Employee 71% - District 29%	31,283.52
35880	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax	Employee 100%	5,040.33
35881	DELTA VECTOR CONTROL DIST - EFTPS	Quarterly Unemployment Insurance		3,781.33
35882	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement	Employee 40% - District 60%	19,270.02
35883	DELTA VECT CONT DIST	Flex Benefit Plan	Employee 100%	1,022.63
35884	ICMA RETIREMENT TRUST	Deferred Retirement Trust	Employee 77% - District 23%	2,438.08
		<i>Sub-Total for Payroll Taxes &amp; Benefits</i>		<i>\$90,217.22</i>
		<i>Total Regular Payroll &amp; Benefits</i>		<i>\$167,328.03</i>
35885	JORGE LOPEZ	Vector Control Tech II		2,001.36
35886	ADRIAN SIFUENTES	Vector Control Tech II		1,739.55
35887	ALEX WARD	Vector Control Tech II		1,514.61
35888	ALEJANDRA GILL	Lab Tech I		1,157.24
35889	ADRIANA WHITE	Lab Tech I		809.16
35890	JAYSON CABRAL	Lab Tech I		1,095.73
35891	SABRINA GALBAN	Lab Tech I		723.88
35892	PATRICIA BIENIEMY	Lab Tech I		1,102.40
35893	MARICELA CISNEROS	Lab Tech I		1,118.78
35894	RYAN SPRATT	Lab Tech I		899.61
35895	CHRISTIAN COTTO	Vector Control Tech I		1,051.65
35896	LORRAINE GONZALEZ	Vector Control Tech I		1,111.24
35897	AYLSIA INGRIM	Vector Control Tech I		926.21
35898	PAUL RAPER	Vector Control Tech I		1,121.84
35899	KORY WILSON	Vector Control Tech I		1,106.71
35900	MARCO MARTINEZ	Vector Control Tech I		723.88
35901	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax		4,995.04
35902	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax		314.03

35903	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement			1,097.91
				<i>Sub-Total for Seasonal Payroll &amp; Taxes</i>	\$24,610.83
				<i>Total All Payroll and Benefits</i>	\$191,938.86
35904	AUTO ZONE	Clutch Set, Power Steering Hose and Fluid		Auto Supplies	243.53
35905	CITY OF VISALIA	Solid Waste Disposal		Utilities	126.92
35906	COMCAST BUSINESS	Internet		Telephone/Cell Phones	210.73
35907	CRYSTAL GRIPPIN	Per Diem - MVCAC Costa Mesa			185.00
35908	ENTERPRISE FM TRUST	Leased Vehicles (3)		Capital - Vehicles	4,253.50
35909	FRESNO OXYGEN	Dry Ice		Lab Supplies	822.49
35910	KEY EVIDENCE	Keys		Bldg/Yard Supplies	71.88
35911	LIFE TECHNOLOGIES	KingFishee Microplates and Wells		Lab Supplies	1,039.00
35912	MARK NAKATA	Per Diem - MVCAC Costa Mesa		Travel	185.00
35913	MIR BEAR-JOHNSON	Per Diem - MVCAC Costa Mesa		Travel	185.00
35914	MITCHELL ONE	Autoshop Software Upgrade		Subscriptions	991.87
35915	MUSTAPHA DEBBOUN	Per Diem - MVCAC Costa Mesa & ESA Denver		Travel	698.50
35916	NAPA AUTO PARTS	Fuel Pump, Fuses, 55 Gal Drum Oil		Auto Supplies	848.04
35917	NAVIA	Flexible Benefit Plan Admin Fee		Professional Services	97.50
35918	OFFICE DEPOT	Copy Paper, Folders, Stapler, Post Its		Office Supplies	143.37
35919	PACIFIC WEST CONTROLS	Monthly Service Contract		Maint Contracts	250.00
35920	SO CALIF EDISON	Utilities		Utilities	4,056.50
35921	UC DAVIS	Tableau Explorer		Subscriptions	252.00
35922	VALLEY PACIFIC PETROLEUM	Gasoline		Gasoline	3,842.27
				<i>Total Bills</i>	\$18,503.10
	<i>Bills Added After 10/08/21:</i>				
35923	VERIZON	Cell Phones		Telephone/Cell Phones	\$776.87
				<i>TOTAL BOARD ORDER #11</i>	\$211,218.83



***Travel Authorization for General Manager, Assistant Manager, Scientific Program Manager, and Biologist Nakata:***

***To attend the MVCAC Fall Meeting in Costa Mesa on October 26 – 28, 2021.***

General Manager:	Room	\$ 399.03
	Per Diem	\$ 185.00
	<b>TOTAL -</b>	<b>\$ 584.03</b>

Assistant Manager:	Room	\$ 399.03
	Per Diem	\$ 185.00
	<b>TOTAL -</b>	<b>\$ 584.03</b>

Scientific Program Manager:	Room	\$ 399.03
	Per Diem	\$ 185.00
	<b>TOTAL -</b>	<b>\$ 584.03</b>

Biologist Nakata:	Per Diem	\$ 185.00
	<b>TOTAL -</b>	<b>\$ 185.00</b>

***To attend the ESA Annual Meeting in Denver on October 29 – November 4, 2021.***

General Manager:	Airfare	\$ 273.49
	Room	\$ 961.40
	Per Diem	\$ 513.50
	<b>TOTAL -</b>	<b>\$1,748.39</b>
	<b>GRAND TOTAL -</b>	<b>\$3,685.48</b>



## **5. Public Forum**

Members of the public may address the Board.

## **6. Staff Report**

The General Manager will report on items of operational interest.

# **DELTA MOSQUITO & VECTOR CONTROL DISTRICT**

Dr. Mustapha Debboun  
*General Manager*

Post Office Box 310 \* Visalia, California 93279-0310

Mir Bear-Johnson  
*Assistant Manager*

1737 West Houston Avenue \* Visalia, California 93291

Phone (559) 732-8606 \* (877) 732-8606 \* Fax (559)-732-7441

www.deltavcd.com

Hector Cardenas  
*Operations Program Manager*

Crystal Grippin  
*Scientific Program Manager*

Sheri D. Davis  
*Administrative Assistant*



Erick Arriaga  
*Community Education and  
Outreach Coordinator*

## **REPORT OF THE MANAGER SEPTEMBER 2021**

### **I. Water and Weather**

Temperatures cooled for the month of September. The Delta Mosquito and Vector Control District (DMVCD) Weather Station reported an average high temperature of 92.6°F with an average low of 62.5°F and 0.03 inches of rainfall. The National Oceanic and Atmospheric Administration 1981-2010 seasonal averages for high and low temperatures in September were 87.7°F and 60.3°F respectively, with average rainfall of 0.15 inches.

Water storage at Pine Flat Reservoir increased slightly to 199,046 acre-feet by the end of the month. By September 30, 2021, Pine Flat Reservoir's inflow had decreased to 237 cubic feet per second (CFS) and its release increased slightly to 260 CFS. The Lake Kaweah Reservoir ended the month with less water than the previous month, with 21,039 acre-feet on September 30, 2021. Lake Kaweah's inflow fluctuated dramatically at the end of the month, with the reading from September 30, 2021, showing -20 CFS and its release was decreased to 45 CFS.

### **II. Narrative**

Continuous treatment of storm drains systems continued during the month of September throughout the Districts' jurisdiction. Approximately, 7,543 storm drains were treated with a 30-day residual Methoprene product. Sites include street drains, parking lots, parks, apartment complexes, and schools. In addition, operations have begun to use a longer residual product to treat only problematic storm drains with a longer residual product treating an additional 584 storm drains.

On September 2, 2021, the District teamed up with Southern California Edison (SCE) to inspect electrical utility vaults for mosquito breeding sources. During the inspection, 22 of the 23 vaults were found to be dry and one filled with water. We will continue to work with SCE in the future to investigate additional utility vaults.

Larviciding aerial treatment for the Kaweah River Rock Plant Continued for the month of August, with the fifth treatment occurring on September 14, 2021. During the application, 8 acres were treated with an insect growth hormone regulator, Methoprene.

Due to high mosquito counts in the rural portion of the District, we continued large *Bacillus thuringiensis israelensis* (*Bti*) applications to reduce the mosquito populations near dense corn crops in the northern region of Visalia. On September 11, 2021, the District conducted an adult mosquito application to reduce the viral transmission and high abundance covering approximately 3.24 square miles in the Peral area.

Due to high viral activity operations, we conducted an adult mosquito treatment on September 14, 2021. The treatment was conducted on the Southwest section of Visalia covering approximately 406 acres of land.

Due to high *Aedes aegypti* abundance, the District conducted a trial application technique called Wide Area Larvicide (WAL). The WAL is a technique to target *Aedes aegypti* and its cryptic breeding locations. The application technique consists of about 6-8 applications. The first WAL application was conducted on August 5, 2021, in the Southeast area of Visalia between Tulare Avenue and E. Walnut Avenue, covering over a 40-acre area. As of September 23, 2021, the District has completed its 6<sup>th</sup> application on site. The District is currently evaluating if additional treatments are needed.

On September 30th, the District released four urban seasonal employees due to the decrease of mosquito abundance. The District appreciates their work effort in protecting public health this season.

Routine mosquito surveillance continued throughout September. A total of 56,998 mosquitoes were collected across 1,138 trap nights. The District-wide average of 50.1 mosquitoes per trap night for September is 161.5% higher than the previous 5-year average of 19.2 and 113.6% higher than the 2020 average of 23.4 mosquitoes per trap night. The top three mosquito species caught were *Culex quinquefasciatus* at 86%, followed by *Aedes aegypti* at 7.9% and *Culex tarsalis* at 3.2%.

Mosquito-borne disease testing for West Nile virus (WNV), St. Louis Encephalitis virus (SLEV), and Western Equine Encephalitis virus (WEEV) continued throughout September. The DMVCD tested 1,136 mosquito samples and 0 bird carcasses in September with 109 mosquito samples positive for WNV and 4 samples positive for SLEV. These were the first SLEV detections of the year. So far in 2021, 275 mosquito samples out of 2,778 samples tested were positive for WNV, while 4 were positive for SLEV (Table 1). The WNV positive samples were collected from Dinuba, Exeter, Farmersville, Peral, Traver, Visalia, Woodlake, and along the Kings River (Table 2). The SLEV positive samples were collected from Dinuba, Pearl, and Visalia.

<b>2021 Year-To-Date Arbovirus Detections</b>						
<b>SAMPLE</b>	<b>WNV</b>	<b>SLEV</b>	<b>WNV SLEV</b>	<b>&amp;</b>	<b>WEEV</b>	<b>TOTAL</b>
Mosquitoes	275	4	0	0	0	279
Dead Birds	5	0	0	0	0	5
<b>TOTAL</b>	<b>280</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>284</b>

**Table 1.** Detections of West Nile virus (WNV), St. Louis encephalitis virus (SLEV), and Western equine encephalitis virus (WEEV) within the District in 2021.

<b>2021 Year-To-Date Arbovirus Detections by City</b>
---

CITY	WNV	SLEV	WNV SLEV	&	WEEV	TOTAL
Cutler	0	0	0	0	0	0
Dinuba	18	1	0	0	0	19
Exeter	5	0	0	0	0	5
Farmersville	3	0	0	0	0	3
Goshen	0	0	0	0	0	0
Ivanhoe	0	0	0	0	0	0
Kingsburg*	0	0	0	0	0	0
London	0	0	0	0	0	0
N Kings River	1	0	0	0	0	1
Orosi	0	0	0	0	0	0
Peral	33	1	0	0	0	34
Sequoia Fields	12	0	0	0	0	12
S Kings River	12	0	0	0	0	12
Traver	1	0	0	0	0	1
Visalia	193	2	0	0	0	195
Woodlake	1	0	0	0	0	1
<b>TOTAL</b>	<b>279</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>283</b>

\* DMVCD only serves a small eastern, southeastern area of Kingsburg. Consolidated MAD serves the city of Kingsburg.

**Table 2.** Detections of West Nile virus (WNV), St. Louis encephalitis virus (SLEV), and Western equine encephalitis virus (WEEV) by city within the District in 2021.

In September 2021, 33 larval mosquito samples were collected from the field for species identification and larvicide resistance monitoring. No larvicide resistance was observed. The Centers for Disease Control and Prevention (CDC) Bio-bottle Assay tests are ongoing to identify areas with adulticide resistance and the mechanism of resistance throughout the District.

Mosquitofish requests decreased during September. A total of 297 mosquitofish were distributed through 4 technician and 10 homeowner requests. Fry, or young mosquitofish, production increased to 737 fry in September. Flyers for mosquitofish have been placed at various feed store locations throughout the District.

On September 10, 2021, the replacement truck for the one which was totaled was picked up.

Throughout the month, administrative staff viewed a variety of demos on time clock software to make a decision for what to move forward with to replace the outdated system currently in place.

Throughout September, employees who were not fully vaccinated continued to complete the online screening of COVID-19 survey and take paid time off to seek test results when required. The District will continue to be proactive in keeping employees and the public safe. Staff are encouraged to be fully vaccinated and allowed to take work time to do so.

During the month of September, a new business card has been designed using the new logo and name, as well as a new employee badge that will be implemented when the seasonal employees return in 2022. A new district group photo was taken to resemble a district photo that was taken around the 1950's, this will be a new tradition at the beginning of each season.



There were 110 service requests in September:

2021 Service Request Summary

<b>2021</b>	<b>Fish</b>	<b>Inspection</b>	<b>Mosquito</b>	<b>Source</b>	<b>Other</b>	<b>Total</b>
<b>January</b>	0	0	1	2	0	<b>3</b>
<b>February</b>	0	0	0	2	0	<b>2</b>
<b>March</b>	0	0	7	17	3	<b>27</b>
<b>April</b>	19	9	11	26	3	<b>68</b>
<b>May</b>	31	51	4	27	2	<b>115</b>
<b>June</b>	23	88	36	34	1	<b>182</b>
<b>July</b>	14	33	64	46	2	<b>159</b>
<b>August</b>	10	14	94	56	0	<b>174</b>
<b>September</b>	14	1	64	31	0	<b>110</b>
<b>Total</b>	<b>111</b>	<b>196</b>	<b>281</b>	<b>241</b>	<b>11</b>	<b>840</b>

### **III. Vector and Disease Surveillance**

#### **Delta MVCD Summaries**

Humans: There was 1 confirmed human case of WNV reported by the local public health department for the month of September. The probable case reported in August was confirmed in early September. The confirmed WNV human case reported in August had a co-infection with SLEV. So far in 2021, there are 2 WNV human cases and 1 WNV/SLEV human case in Northern Tulare County.

Birds: No dead birds were reported to the District in September. In 2021, a total of 5 dead birds were positive for WNV out of 12 dead birds tested.

Mosquitoes: A total of 1,136 mosquito samples were tested of which 109 were positive for WNV and 4 for SLEV. In 2021, a total of 275 mosquito samples were positive for WNV and 4 were positive for SLEV out of 12,778 tested.

#### **State Surveillance:**

Humans: A total of 40 new human cases have been reported since the previous report. So far in 2021, 62 human cases of WNV were reported in 17 counties including 6 from Tulare County.

Birds: A total of 131 dead birds have tested positive for WNV since the last report. So far in 2021, 192 WNV positive dead birds have been reported from 18 counties.

Mosquitoes: Since the last report, 1,207 mosquito samples tested positive for WNV and 15 tested positive for SLEV. In 2021, a total of 32,173 mosquito samples were tested for WNV with 2,126 samples positive from 25 counties. A total of 29,837 samples were also tested for SLEV with 34 SLEV positive samples from 7 counties.

**IV. Expenditures & Revenues – 2021/22**

TOTAL BUDGET \$3,974,072.78

EXPENDITURES – July 1, 2021 – September 30, 2021

Salaries	\$879,705.66
Services & Supplies	\$398,198.52
Tax Admin Fee	\$0.00
Capital	\$113,452.18
Long Term Debt	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$1,450,270.39</b>

REVENUE RECEIVED – July 1, 2021 – August 31, 2021

July	\$137.48
August	\$0
September*	
<b>TOTAL REVENUE TO DATE</b>	<b>\$137.48</b>

**V. Time Sheet Summary**

Month	Available Hrs	Work	Sick Hrs Used	Total Hrs Available for Work	Pct. Of Hrs Avail for Work
July	5,376		119.25	5,256.75	97.79
August	5,808		210.00	5,598.00	96.40
September	5,712		134.50	5,577.50	97.65

The District has a vacation policy that requires 24-hour notice in order to ensure the operational integrity of the workforce. Sick leave for doctor, dentist and/ or family medical necessity also requires advance notice- in so much as it is possible. Illness is unplanned and therefore unscheduled. Attendance records for the current year are shown in the table.

*\*September Revenue not available from Tulare County as of 10/6/21.*



## **7. Surveillance Report**

## California Arbovirus Surveillance Bulletin #24

Week 40 Friday, October 8, 2021



### Weekly Update

#### **Humans**

##### West Nile virus

A total of 8 human cases of West Nile virus (WNV) illness were reported this week from 7 counties: Contra Costa (1), Kern (1), Los Angeles (2), Orange (1), San Bernardino (1), Shasta (1), and Tulare (1). **These are the first WNV cases reported from Orange and San Bernardino counties this year.** In 2021, a total of 70 WNV human cases have been reported from 20 counties. Of the 70 cases, 52 (74%) had neuroinvasive illness and 5 (7.1%) were fatal. The median age of the cases was 59 years, and 43 (61%) were male. Dates of symptom onset ranged from March 31 to September 22. In addition to the 70 cases, 14 asymptomatic WNV infections have been reported from Butte (1), Fresno (1), Kern (2), Kings (2), Los Angeles (3), Madera (1), Merced (1), San Bernardino (1), San Joaquin (1), and Stanislaus (1) counties. At this time last year, 93 WNV cases had been reported from 18 counties.

##### St. Louis encephalitis virus

No new cases were reported this week. In 2021, one human case of St. Louis encephalitis virus (SLEV) disease has been reported from Fresno County. At this time last year, one SLEV case had been reported from one county.

#### **Dead Birds**

A total of 7 WNV positive dead birds were reported this week from 5 counties: Alameda (1), Los Angeles (1), Nevada (1), Orange (3), and Placer (1). In 2021, 205 WNV positive dead birds have been reported from 19 counties. At this time last year, 273 WNV positive dead birds had been reported from 19 counties.

#### **Mosquito Pools**

##### West Nile virus

A total of 33 WNV positive mosquito pools were reported this week from 11 counties: Fresno (3), Kings (2), Los Angeles (12), Madera (1), Merced (2), Orange (2), San Joaquin (3), Santa Clara (1), Stanislaus (2), Tulare (3), and Yolo (2). In 2021, 2,224 WNV positive mosquito pools have been reported from 25 counties. At this time last year, 2,388 WNV positive mosquito pools had been reported from 27 counties.

##### St. Louis encephalitis virus

A total of 7 SLEV positive mosquito pools were reported this week from 4 counties: Fresno (1), Madera (1), Merced (1), and Riverside (4). In 2021, 43 SLEV positive mosquito pools have been reported from 8 counties: Fresno (7), Imperial (3), Kings (1), Madera (2), Merced (2), Riverside (22), Stanislaus (2), and Tulare (4). At this time last year, 473 SLEV positive mosquito pools had been reported from 9 counties.

#### **Sentinel Chickens**

##### West Nile virus

A total of 4 WNV positive chickens were reported this week from 3 counties: Colusa (1), Shasta (2), and Yuba (1). **This is the first detection of WNV activity in Colusa County this year.** In 2021, 83 WNV positive chickens have been reported from 10 counties. At this time last year, 115 WNV positive chickens had been reported from 15 counties.

##### St. Louis encephalitis virus

No SLEV positive chickens were reported this week. In 2021, 2 SLEV positive chickens have been reported from Merced County. At this time last year, no SLEV positive chickens had been reported.

## California Arbovirus Surveillance Bulletin #24

Week 40 Friday, October 8, 2021

<b>YTD WNV Activity by Element and County, 2021</b>					
County	Humans	Horses	Dead Birds	Mosquito Pools	Sentinel Chickens
Alameda			2		
Amador		1			
Butte	13		2	80	26
Colusa					1
Contra Costa	1		2	8	
Fresno	4	2		218	
Glenn	2				
Kern	3			103	
Kings	1	1		34	
Lake				4	4
Los Angeles	11		42	242	
Madera	3			129	
Merced	5	1	1	9	19
Napa				1	
Nevada			2		
Orange	1		7	48	
Placer	2		5	63	
Riverside				107	
Sacramento		2	100	117	
San Bernardino	1		1	9	
San Diego	2				
San Joaquin	2	3	17	388	
San Luis Obispo	2				
Santa Clara			1	5	
Shasta	3			28	3
Solano	1		2	21	
Sonoma			1	1	
Stanislaus	5	1	2	150	
Sutter			1	18	11
Tehama					5
Tulare	7		7	373	8
Ventura			1		
Yolo	1		9	56	4
Yuba		2		12	2
<b>Totals</b>	<b>70</b>	<b>13</b>	<b>205</b>	<b>2,224</b>	<b>83</b>

## California Arbovirus Surveillance Bulletin #24

Week 40 Friday, October 8, 2021

2020 & 2021 YTD West Nile Virus Comparisons		
	2020	2021
Total # Dead Bird Reports	4,808	4,629
# Positive Counties	35	34
# Human Cases	93	70
# Positive Dead Birds / # Tested	273 / 1,349	205 / 1,542
# Positive Mosquito Pools / # Tested	2,388 / 35,284	2,224 / 35,139
# Seroconversions / # Tested	115 / 5,409	83 / 5,066

### TESTING SUMMARIES

#### Humans

		WNV	SLEV	WEEV
Human Cases	Week	8	0	0
	YTD	70	1	0

#### Dead Birds

		Number Tested	WNV Positive
Dead Birds	Week	122	7
	YTD	1,542	205

#### Sentinel Chickens

		Number Tested	WNV Positive	SLEV Positive	WEEV Positive
Chicken Sera	Week	142	4	0	0
	YTD	5,066	83	2	0

#### Mosquitoes

		Positive / Total Tested					
		WNV	SLEV	WEEV	CHIK	DENV	ZIKA
Mosquito Pools	Week	33 / 1,413	7 / 1,254	0 / 1,148	0 / 28	0 / 28	0 / 28
	YTD	2,224 / 35,139	43 / 32,423	0 / 29,779	0 / 665	0 / 665	0 / 665

## California Arbovirus Surveillance Bulletin #24

Week 40 Friday, October 8, 2021

### NEW POSITIVES

#### Dead Birds

County	Agency	City	Zip Code	Species	Date Reported	Virus
Alameda	Alameda Co MAD	Livermore	94551	Unknown - Crow or Raven	9/30/2021	WNV
Los Angeles	San Gabriel Valley MVCD	South Pasadena	91030	American Crow	10/5/2021	WNV
Nevada	Nevada Co Env Health - Nevada City	Grass Valley	95949	Steller's Jay	9/22/2021	WNV
Orange	Orange Co VCD	Anaheim	92806	American Crow	9/22/2021	WNV
Orange	Orange Co VCD	Rancho Santa Margarita	92688	Cooper's Hawk	9/25/2021	WNV
Orange	Orange Co VCD	San Clemente	92672	Orange-Crowned Warbler	9/26/2021	WNV
Placer	Placer MVCD	Roseville	95747	California Scrub-Jay	9/30/2021	WNV

#### Mosquitoes

County	Site Code	Pool #	Species	City	# in Pool	Trap Type	Collected	Virus
Fresno	CNSL1616	326	Cx. quinquefasciatus	Fresno	50	GRVD	9/28/2021	WNV
Fresno	CNSL6339	328	Cx. quinquefasciatus	Riverdale	50	GRVD	9/29/2021	WNV
Fresno	FRNO263	594	Cx. quinquefasciatus	Fresno	21	GRVD	10/6/2021	WNV
Fresno	FRWS3104	349	Cx. tarsalis	Firebaugh	18	CO2	10/5/2021	SLEV
Kings	KNGS3020	202	Cx. tarsalis	Corcoran	50	CO2	9/29/2021	WNV
Kings	KNGS4406	212	Cx. tarsalis	Lemoore	14	CO2	10/1/2021	WNV
Los Angeles	GRLA2097	685	Cx. quinquefasciatus	La Mirada	19	GRVD	9/30/2021	WNV
Los Angeles	GRLA2278	682	Cx. quinquefasciatus	Long Beach	41	GRVD	9/29/2021	WNV
Los Angeles	GRLA2955	694	Cx. quinquefasciatus	Cerritos	46	BGSENT	9/30/2021	WNV
Los Angeles	GRLA2957	678	Cx. quinquefasciatus	Hawaiian Gardens	25	GRVD	9/29/2021	WNV
Los Angeles	GRLA3060	687	Cx. quinquefasciatus	Norwalk	38	GRVD	9/30/2021	WNV
Los Angeles	SGVA1022	1095	Cx. quinquefasciatus	Azusa	50	GRVD	10/6/2021	WNV
Los Angeles	SGVA25	1059	Cx. quinquefasciatus	Baldwin Park	50	GRVD	10/5/2021	WNV
Los Angeles	SGVA34	1063	Cx. quinquefasciatus	Arcadia	25	GRVD	10/5/2021	WNV
Los Angeles	SGVA4	1065	Cx. quinquefasciatus	Arcadia	38	GRVD	10/5/2021	WNV
Los Angeles	SGVA445	1082	Cx. quinquefasciatus	Rosemead	36	GRVD	10/5/2021	WNV
Los Angeles	SGVA448	1091	Cx. quinquefasciatus	La Verne	31	GRVD	10/6/2021	WNV
Los Angeles	SGVA956	1061	Cx. quinquefasciatus	Walnut	32	GRVD	10/5/2021	WNV
Madera	MADR189	515	Cx. tarsalis	Firebaugh	50	CO2	9/30/2021	SLEV
Madera	MADR299	501	Cx. tarsalis	Chowchilla	50	CO2	9/28/2021	WNV
Merced	MERC179615	593	Cx. tarsalis	Los Banos	45	CO2	10/1/2021	WNV
Merced	MERC383434	603	Cx. pipiens	Atwater	8	BGSENT	10/5/2021	WNV
Merced	MERC666518	615	Cx. pipiens	Atwater	50	CO2	10/6/2021	SLEV
Orange	ORCO1008	4404	Cx. quinquefasciatus	Fullerton	42	GRVD	10/5/2021	WNV
Orange	ORCO319	4486	Cx. quinquefasciatus	Buena Park	10	BGSENT	10/5/2021	WNV
Riverside	COAV115	4832	Cx. tarsalis	North Shore	48	CO2	10/5/2021	SLEV
Riverside	COAV46	4834	Cx. tarsalis	Mecca	50	CO2	10/5/2021	SLEV
Riverside	COAV58	4846	Cx. tarsalis	North Shore	50	CO2	10/5/2021	SLEV
Riverside	COAV608	4666	Cx. tarsalis	Mecca	35	CO2	10/5/2021	SLEV
San Joaquin	SJCM8094	2450	Cx. tarsalis	Manteca	17	CO2	10/5/2021	WNV
San Joaquin	SJCM8094	2451	Cx. pipiens	Manteca	50	CO2	10/5/2021	WNV

## California Arbovirus Surveillance Bulletin #24

Week 40 Friday, October 8, 2021

San Joaquin	SJCM8235	2502	Cx. pipiens	Escalon	42	CO2	10/7/2021	WNV
Santa Clara	STCL3413	4725	Cx. tarsalis	San Jose	4	CO2	8/8/2021	WNV
Stanislaus	TRLK1904	1207	Cx. pipiens	Turlock	24	CO2	10/7/2021	WNV
Stanislaus	TRLK21252	1167	Cx. pipiens	Denair	50	CO2	9/30/2021	WNV
Tulare	DLNO60	181	Cx. tarsalis	Delano	50	CO2	9/30/2021	WNV
Tulare	DLTA841543	2856	Cx. quinquefasciatus	Visalia	50	CO2	10/6/2021	WNV
Tulare	TLRE202413	303	Cx. quinquefasciatus	Tulare	50	GRVD	9/22/2021	WNV
Yolo	SAYO115008	6951	Cx. tarsalis	Woodland	50	CO2	10/5/2021	WNV
Yolo	SAYO146002	6965	Cx. tarsalis	Davis	50	CO2	10/5/2021	WNV

### Sentinel Chickens

County	Site Code	Nearest City	Date Bled	Virus	Band 01	Band 02
Colusa	CLSA0001	Colusa	9/28/2021	WNV	1032	
Shasta	SHAS9702	Millville	10/1/2021	WNV	1173	1175
Yuba	SUYA0010	Olivehurst	9/30/2021	WNV	1610	

## TEST PROTOCOLS

### Humans:

Specimens are tested by local laboratories with an IgM or IgG immunofluorescent assay (IFA) and/or an IgM enzyme immunoassay (EIA). Specimens with inconclusive results are forwarded to the California Department of Public Health Viral and Rickettsial Disease Laboratory (VRDL) for further testing with a plaque reduction neutralization test (PRNT).

### Dead Birds

Oral swab samples collected from bird carcasses are tested at the UC Davis Arbovirus Research and Training laboratory (DART) or at a local agency for West Nile virus by RT-qPCR.

### Sentinel Chickens:

Dried blood spot samples from sentinel chickens are tested at the California Department of Public Health Vector-Borne Disease Laboratory for IgG antibodies to West Nile, St. Louis encephalitis, and western equine encephalomyelitis viruses by an EIA. Positive samples are confirmed by IFA, western-blot, or PRNT.

### Mosquito Pools:

Mosquito pools are tested at DART or at a local agency for West Nile, western equine encephalomyelitis, and St. Louis encephalitis viral RNA using a multiplex RT-qPCR. Invasive *Aedes* mosquitoes (*Ae. aegypti* and *Ae. albopictus*) are also tested at DART for chikungunya, dengue, and Zika viral RNA by a separate RT-qPCR.

*Website Information:* For updated information on WNV in California, please visit the California WNV website, [www.westnile.ca.gov](http://www.westnile.ca.gov), or the California Vectorborne Disease Surveillance System website, [www.maps.calsurv.org](http://www.maps.calsurv.org). For national information on WNV and other arboviruses, please visit the CDC websites: [www.cdc.gov](http://www.cdc.gov) and [www.cdc.gov/arbovet/maps/ADB\\_Diseases\\_Map/index.html](http://www.cdc.gov/arbovet/maps/ADB_Diseases_Map/index.html)

Prepared by the Vector-Borne Disease Section (Infectious Diseases Branch), California Department of Public Health, 850 Marina Bay Parkway, Richmond, CA 94804. Questions concerning this bulletin should be addressed to Tina Feiszli: [Tina.Feiszli@cdph.ca.gov](mailto:Tina.Feiszli@cdph.ca.gov).

## **8. Oxitec's Sterile Male Technique Trial in Visalia**

The General Manager will request approval and support from the Board of Trustees for Oxitec Ltd. to conduct a sterile male technique trial using Oxitec's Friendly<sup>TM</sup> Yellow fever male mosquito, *Aedes aegypti* suppression technology.

## **9. Lozano Smith**

The General Manager will present the Agreement for Legal Services from Lozano Smith, which will adjust the fees charged to the District for legal services.





Dale E. Bacigalupi  
Attorney at Law

E-mail: dbacigalupi@lozanosmith.com

September 27, 2021

**By U.S. Mail**

Mustapha Debboun, General Manager  
Delta Vector Control District  
1737 W. Houston Ave  
P.O. Box 310  
Visalia, CA 93279-0310

RE: Adjustment in rates for legal services

Dear Dr. Debboun:

It is time for an adjustment in our legal fees charged to the District for our services.

The rates have remained constant since 2014. Effective on January 1, 2022, the hourly rates for legal services will increase to \$225/hour. The attached Agreement is identical to the current Agreement, except for the adjustment in hourly rates.

Will you kindly place this on the Board agenda for approval before the end of the year?

Please feel free to contact me with any questions.

It has been my great opportunity to serve as your legal counsel for many years now, and I trust that this happy relationship will continue .

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale E. Bacigalupi', written in a cursive style.

Dale E. Bacigalupi

DEB/dsi

Enclosure



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 1, 2022, between the DELTA MOSQUITO AND VECTOR CONTROL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. **Termination by Client.** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. **Termination by Mutual Consent or by Attorney.** Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. **Following Termination.** Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

<b>CLIENT SIGNATURE</b>	<b>ATTORNEY SIGNATURE</b>
<b>Delta Mosquito and Vector Control District</b>	<b>Lozano Smith, LLP</b>
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 10/08/2021



PROFESSIONAL RATE SCHEDULE  
FOR DELTA MOSQUITO AND VECTOR CONTROL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

All Attorneys	\$ 225 per hour
Paralegal / Law Clerk	\$ 125 per hour

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

## **10. Price Paige & Company**

The General Manager will present the engagement letter for the fiscal audit covering 2020/21.





September 17, 2021

Greg Gomez, Board President  
Dr. Mustapha Debboun, General Manager  
Delta Vector Control District  
1737 West Houston Avenue  
P.O. Box 310  
Visalia, California 93279-0310

We are pleased to confirm our understanding of the services we are to provide Delta Vector Control District (the "District") for the year ended June 30, 2021. We will audit the financial statements of the District, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in the Net OPEB Liability and Related Ratios
- 4) Schedule of Contributions – OPEB
- 5) Proportionate Share of Net Pension Liability
- 6) Schedule of Contributions – Pension

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to The Board of Trustees of Delta Vector Control District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our

570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611

tel 559.299.9540

fax 559.299.2344

opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the Annual Report of Financial Transactions, GASB 68, and GASB 75 calculations for the District. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with all nonaudit services we provide. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to the District, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the District may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date.

Fausto Hinojosa, CPA, CFE, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the 2021 audit for the District are summarized below:

Audit and Financial Statement Preparation	\$ 9,300
State Controller's Report	1,950
GASB 75 Consulting	<u>1,500</u>
Total	<u>\$12,750</u>

Our fee estimates is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to us via email or regular mail at your earliest convenience.

Very truly yours,



Fausto Hinojosa, CPA, CFE  
Price Paige & Company  
-----

RESPONSE:

This letter correctly sets forth the understanding of **Delta Vector Control District**.

---

*Management Signature* *Title* *Date*

---

*Governance Signature* *Title* *Date*

## **11. Quarterly Expense/Revenue Report**

The Administrative Assistant will present a financial report for the first quarter of fiscal year 2021/22.

## MONTHLY EXPENSE REPORT 2021-22

21-22 FY Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Expense	Budget	Carry Over
Manager	13,389.06	13,389.06	13,389.06										40,167.18	160,668.75	120,501.57
Assistant Manager	9,372.34	9,372.34	9,372.34										28,117.02	112,468.13	84,351.11
Operations Program Manager	8,000.63	8,000.63	8,000.63										24,001.89	97,692.00	73,690.11
Scientific Program Manager	8,421.72	8,421.72	8,421.72										25,265.16	101,060.64	75,795.48
Foreman	7,698.71	7,698.71	7,698.71										23,096.13	92,384.53	69,288.40
Biologist (vacant)	0.00	0.00	0.00										0.00	0.00	0.00
Biologist (Andrea)	7,055.37	7,055.37	7,055.37										21,166.11	86,624.24	65,458.13
Biologist (Mark N)	7,839.30	7,839.30	7,839.30										23,517.90	94,071.55	70,553.65
Biologist (Javier)	6,663.40	6,663.40	6,663.40										19,990.20	80,352.77	60,362.57
Education & Outreach Coordinator	0.00	3,023.04	5,457.38										8,480.42	67,535.16	59,054.74
Admin Assistant	7,370.68	7,370.68	7,370.68										22,112.04	88,448.15	66,336.11
Admin Analyst	5,958.81	5,958.81	5,958.81										17,876.43	71,505.72	53,629.29
VC Supervisor	6,393.28	6,393.28	6,393.28										19,179.84	76,719.33	57,539.49
VCT III/ Mechanic (2 employees)	9,878.45	9,878.45	10,169.00										29,925.90	120,276.36	90,350.46
VCT III (1 employee)	5,810.85	5,810.85	5,810.85										17,432.55	69,730.24	52,297.69
VCT II (3 employees)	12,959.79	12,982.08	13,075.95										39,017.82	135,571.60	96,553.78
VCT I (18 employees)	33,881.54	38,142.74	34,450.06										106,474.34	303,295.49	196,821.15
Over-Time	96.27	850.99	0.00										947.26	5,000.00	4,052.74
Trustee Payroll	2,000.00	0.00	0.00										2,000.00	8,400.00	6,400.00
Longevity	2,293.57	2,293.57	2,293.57										6,880.71	27,522.56	20,641.85
ASE Certificate	1,375.00	1,375.00	1,375.00										4,125.00	19,500.00	15,375.00
<b>TOTAL WAGES</b>	<b>156,458.77</b>	<b>162,520.02</b>	<b>160,795.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>479,773.90</b>	<b>1,818,827.22</b>	<b>1,339,053.32</b>
<b>Social Security/Medicare</b>	<b>11,958.28</b>	<b>12,404.20</b>	<b>12,289.99</b>										<b>36,652.47</b>	<b>139,140.28</b>	<b>102,487.81</b>
CalPERS - OPEB	0.00	0.00	0.00										0.00	0.00	0.00
Retirement - District 14.54% (PEPRA 7.59%)	10,457.04	11,986.58	13,003.66										35,447.28	144,325.96	108,878.68
PERS - UAL	160,017.00	0.00	0.00										160,017.00	160,017.00	0.00
Workers' Comp	84,408.00	0.00	0.00										84,408.00	84,383.00	-25.00
Unemployment	6,027.78	0.00	0.00										6,027.78	19,530.00	13,502.22
Life/LTD/STD; Dental; Vision; Long Term Care	2,799.14	3,070.78	3,157.09										9,027.01	38,835.27	29,808.26
Health	20,490.96	22,608.96	25,252.30										68,352.22	278,828.33	210,476.11
<b>BENEFITS</b>	<b>296,158.20</b>	<b>50,070.52</b>	<b>53,703.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>399,931.76</b>	<b>865,059.84</b>	<b>465,128.08</b>
<b>TOTAL WAGES &amp; BENEFITS</b>	<b>452,616.97</b>	<b>212,590.54</b>	<b>214,498.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>879,705.66</b>	<b>2,683,887.06</b>	<b>1,804,181.40</b>
<b>Chemicals</b>	<b>12,346.43</b>	<b>13,367.20</b>	<b>2,804.14</b>										<b>28,517.77</b>	<b>200,000.00</b>	<b>171,482.23</b>
Uniforms	1,303.90	957.37	1,238.27										3,499.54	8,000.00	4,500.46
Lab Supplies	2,289.07	10,427.33	1,797.08										14,513.48	99,000.00	84,486.52
Fish Supplies	1,193.51	2,946.79	82.74										4,223.04	5,000.00	776.96
Operational Supplies	0.00	52.94	217.90										270.84	2,500.00	2,229.16
Janitorial Supplies	197.53	157.88	157.88										513.29	3,250.00	2,736.71
Maint Contracts	4,178.85	4,157.40	2,885.77										11,222.02	27,800.00	16,577.98
Bldg/Yard Supplies & Maint	1,175.46	927.59	353.39										2,456.44	55,000.00	52,543.56
Auto Supplies & Maint	379.45	1,107.74	657.79										2,144.98	20,000.00	17,855.02
Gasoline	8,543.74	9,099.42	4,365.54										22,008.70	62,000.00	39,991.30
Utilities	4,129.45	5,080.07	4,299.38										13,508.90	32,000.00	18,491.10
GPS	659.67	659.67	799.67										2,119.01	7,920.00	5,800.99
Telephone & Cell Phone	1,222.86	1,171.69	1,176.16										3,570.71	19,250.00	15,679.29
Liability Ins.	77,899.00	0.00	0.00										77,899.00	77,899.00	0.00
Office Supplies	72.64	9,642.42	514.93										10,229.99	25,175.00	14,945.01
Travel	0.00	392.14	2,363.62										2,755.76	30,601.50	27,845.74
Dues	620.00	10,500.00	0.00										11,120.00	19,500.00	8,380.00
Safety Supplies	124.01	216.83	892.19										1,233.03	4,500.00	3,266.97
Subscriptions	0.00	8,203.78	737.88										8,941.66	31,550.00	22,608.34
Advertisements	0.00	968.90	410.62										1,379.52	2,000.00	620.48
Cont. Education	0.00	50.00	0.00										50.00	4,400.00	4,350.00
Professional Services	318.00	7,522.74	477.00										8,317.74	199,750.00	191,432.26
Public Relations	3,463.00	0.00	1,539.56										5,002.56	40,000.00	34,997.44
County Admin Fee	0.00	0.00	0.00										0.00	63,550.00	63,550.00
Misc	0.00	18.47	510.05										528.52	5,000.00	4,471.48
Name, Logo & Celebration	0.00	0.00	1,262.94										1,262.94	20,000.00	18,737.06
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>120,116.57</b>	<b>87,628.37</b>	<b>29,544.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>237,289.44</b>	<b>1,065,645.50</b>	<b>828,356.06</b>
<b>Aedes Assessment (to be deducted from Assessment Reserves at end of FY)</b>	<b>5,052.62</b>	<b>7,641.87</b>	<b>148,173.36</b>										<b>160,867.85</b>	<b>0.00</b>	
Lease Payment			58,914.03										58,914.03	117,828.06	58,914.03
														117,828.06	117,828.06
<b>Shop Equipment</b>	<b>2,148.29</b>												<b>2,148.29</b>	<b>2,170.00</b>	
Lab Equipment		53,588.22											53,588.22	55,800.00	1,991.78
Vehicles	15,321.44	1,201.32	41,192.91										57,715.67	52,042.16	-5,673.51
<b>TOTAL CAPITAL</b>	<b>17,469.73</b>	<b>54,789.54</b>	<b>41,192.91</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>113,452.18</b>	<b>109,792.16</b>	<b>-3,660.02</b>
<b>MONTHLY TOTAL</b>	<b>595,255.89</b>	<b>362,650.32</b>	<b>492,322.95</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,450,229.16</b>	<b>3,977,152.78</b>	<b>2,526,923.62</b>





## **12. Policy Update**

The Board will consider the updated Expense Policy #1080 for approval.

# Delta Mosquito and Vector Control District

## — MANUAL of POLICIES —

### POLICY TITLE

### Expense Policy

### POLICY NUMBER

1080

1080.1 Whereas, Delta Mosquito and Vector Control District (DMVCD) takes its stewardship over the use of its limited public resources seriously.

1080.2 Whereas, public resources should only be used when there is a substantial benefit to the citizens of Tulare County.

1080.3 Whereas, such benefits include: The opportunity to discuss the community's concerns with state and federal officials; Participating in regional, state, and national organizations whose activities affect the District; Attending educational seminars designed to improve officials' skill and information levels; and Promoting public service and morale by recognizing such service.

1080.4 Whereas, 1) legislative and other regional, state, and federal agency business is frequently conducted over meals; 2) sharing a meal with regional, state, and federal officials is frequently the best opportunity for a more extensive, focused, and uninterrupted communication about the District's policy concerns; 3) each meal expenditure must comply with the limits and reporting requirements of local, state, and federal law.

### 1080.5 DMVCD Expense Policy

1080.5.1 Whereas, this policy provides guidance to Trustees and District employees on the use and expenditure of District resources, as well as the standards against which those expenditures will be measured.

1080.5.2 Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.

1080.5.3 Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

1080.5.4 Whereas, this policy also applies to any charges made to a District credit card, cash advances or other line of credit.

### 1080.6 Authorized Expenses

1080.6.1 District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized District business. The following types of expenses generally constitute authorized expenses, as long as the other requirements of this policy are met: Communicating with representatives of regional, state and national government on District adopted policy positions; Attending educational seminars designed to improve officials' skill and information levels; Participating in regional, state and national organizations whose activities affect the District's interests; Recognizing service to the District (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost); Attending District events; Meetings such as those listed above for which a meeting stipend is expressly authorized under this policy; Gasoline expense for a personal vehicle to attend a work event which will benefit the district, when use of a personal vehicle has been approved

# Delta Mosquito and Vector Control District

## — MANUAL of POLICIES —

by the General Manager (gasoline expenses will never be paid for non-District related activities in a personal vehicle.)

1080.6.2 All other expenditures require approval by the District Board of Trustees. The following expenses also require Board approval: International and out of state travel; Expenses which exceed annual limits established for each Board member; and Expenses exceeding \$100 per trip.

1080.6.3 Examples of personal expenses that the District will not reimburse include, but are not limited to: The personal portion of any trip; Political or charitable contributions or events; Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children- or pet-related expenses; Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events; Personal automobile expenses, including repairs, traffic citations, or gasoline; insurance; and Personal losses incurred while on district business.

1080.6.4 The approving authority should resolve any questions regarding the propriety of a particular type of expense before the expense is incurred.

### 1080.7 Meeting Stipends

#### 1080.7.1 General

1080.7.1.1 Consistent with Health and Safety Code Section 2030, the members of the board of trustees may receive their actual and necessary traveling and incidental expenses incurred while on official business. In lieu of paying for actual expenses, the board of trustees may by resolution provide for the allowance and payment to each trustee a sum not to exceed one hundred dollars (\$100) per month for expenses incurred while on official business. A trustee may waive the payments permitted by this subdivision.

1080.7.1.2 Such compensation is in addition to any reimbursement for meals, lodging, travel, and expenses consistent with this policy. (H&S Code Section 2051)

#### 1080.7.2 Meetings and Service Subject to Monthly In Lieu of Allowance

1080.7.2.1 To be entitled to the monthly In Lieu of Allowance under this policy, the event in question must constitute one of the following:

1080.7.2.2 A meeting of the district board within the meaning of Government Code section 54952.2(a);

1080.7.2.3 A meeting of a district committee within the meaning of Government Code section 54952(b);

1080.7.2.4 An advisory body meeting within the meaning of Government Code section 54952(b);

# Delta Mosquito and Vector Control District

## — MANUAL of POLICIES —

1080.7.2.5 A conference within the meaning of Government Code section 54952.2(c)(2) of the following organizations:

- California Special Districts Association;
- Mosquito and Vector Control Association of California;
- American Mosquito Control Association;
- Society of Vector Ecologists;
- Entomological Society of America;
- Centers for Disease Control.
- A meeting of any multi-jurisdictional governmental body on which the District Manager serves as the district's designated representative.
- Any meeting attended or service provided on a given day at the formal request of the district board and for which the district board approves payment of In Lieu of Allowance stipend.

### 1080.8 Cost Control

1080.8.1 To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines.

#### Transportation

1080.8.2 The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by the District will be limited to the cost of the most economical, direct, efficient, and reasonable transportation form. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect Expense (see [www.irs.gov](http://www.irs.gov)). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle.

### 1080.9 Lodging

Lodging costs will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging costs should not exceed any group rate published by the conference sponsor for the meeting in question.

### 1080.10 Meals

Meal expenses and associated gratuities should be moderate, considering community standards and the prevailing restaurant costs of the area. A helpful source of guidance is Internal Revenue Service per diem rates for meals and incidental expenses, which include adjustments for higher cost locations (see Publication 1542 at [www.irs.gov](http://www.irs.gov) or [www.policyworks.gov/perdiem](http://www.policyworks.gov/perdiem)). Alcohol/personal bar bills are not an appropriate use of district resources.

### 1080.11 Telephone/Fax/Cellular

Officials will be reimbursed for actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the official has a specific number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

# Delta Mosquito and Vector Control District

## — MANUAL of POLICIES —

### 1080.12 Airport Parking

Long-term parking should be used for travel exceeding 24-hours.

### 1080.13 Per Diem Policy

1080.13.1 In the event of conferences or work-related events, the attendees may be provided with a cash advance in the form of a 'Per Diem' to cover anticipated expenses while traveling or doing business on the District's behalf. The intention of the Per Diem is to be used primarily for the purchase of necessary food, to tip housekeeping staff, and to cover additional travel expenses occurred over the course of the trip such as parking, the use of taxis, etc. The Per Diem may only be used by and for the individual whom it is given, and cannot be used to pay for the meal for another, etc.

1080.13.2 At the discretion of the District Manager, with the attendee notified prior to the trip, an expense report & documentation may be required.

1080.13.3 In the event the District Manager is uncertain as to whether a request complies with this policy, such individual must seek resolution from the District Board of Trustees.

### 1080.14 Credit Card Use Policy

Please see Credit Card Policy 1083

### 1080.15 Expense Report Content and Submission Deadline

If an expense report is required by the District Manager, then it must meet the following criteria. Expense reports must document that the expense in question met the requirements of the policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted legislative positions and priorities. Officials must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Receipts for gratuities and tolls under \$5 are not required. Inability to provide such documentation in a timely fashion may result in the expense being borne by the individual.

### 1080.16 Reports to Governing Board

At the following District Board meeting, each official shall briefly report on meetings attended at District expense. If multiple officials attended, a joint report may be made.

### 1080.17 Compliance with Laws

District officials should keep in mind that some expenditure may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

### 1080.18 Violation of this Policy

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the District, 3) the agency's reporting the expenses as income to the Trustee or employee to state and federal tax authorities and 4) prosecution for misuse of public resources.

### **13. Adjournment**

Adjourn the meeting of the Board of Trustees to reconvene on Wednesday, November 10, 2021 at 4:30 p.m. in the Delta Vector Control District Boardroom, 1737 W. Houston Ave., Visalia, CA.