

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, March 4, 2022

TO: Board of Trustees, Delta Mosquito and Vector Control District (DMVCD)

FROM: Dr. Mustapha Debboun, General Manager

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

TIME: Wednesday, March 9, 2022 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

ACTION

2. Consent Calendar

- a. February Minutes
- b. February Bills (Board Orders 21,22,23,24)
- c. March Payroll (Board Order #25)

3. Public Forum

Members of the public may address the Board.

4. Staff Report

The General Manager will report on items of operational interest.

ACTION

5. Request to Increase credit Card Limit

The General Manager will seek approval on increasing the limit on DMVCD credit cards to handle heavy use months.

ACTION

6. Wrapping of Delta MVCD Drone Trailer

The General Manager will request approval to wrap the purchased Drone load runner cargo trailer with Delta Mosquito & Vector Control District Logo.

- ACTION** **7. Agreement of SCI Consulting Group with Delta MVCD.**
The General Manager will request approval to sign the agreement with SCI Consulting Group.
- ACTION** **8. Nondisclosure Agreement between DMVCD and Oxitec**
The General Manager will request the approval of a Nondisclosure collaborative field project agreement between DMVCD and Oxitec.
- ACTION** **9. Bereavement Leave Policy**
The General Manager will discuss and request a language clarification to the DMVCD’s Bereavement Policy.
- ACTION** **10. Extension of the Existing Parking Garage**
The General Manager will request approval of extending the auto garage to fit and secure the District trucks.
- ACTION** **11. Internship Training Agreement**
The General Manager will request approval of an internship training agreement between DMVCD and Visalia Unified School District’s College and Career Readiness Department.
- ACTION** **12. Adjournment**
Adjourn meeting of the Board of Trustees to reconvene on Wednesday, April 13, 2022 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. Consent Calendar

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Minutes of the Board of Trustees – Wednesday, February 2, 2022

1. Roll Call:

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

Absent: None

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

2. Election:

Following discussion, it was moved by Michael Cavanagh, seconded by Larry Roberts to nominate Greg Gomez as Board President. It was moved by Michael Cavanagh, seconded by Greg Gomez to nominate Belen Gomez as Board Secretary. It was moved by Michael Cavanagh, seconded by Larry Roberts and the Board members unanimously approved this slate of officers.

3. Oath:

Greg Gomez, Linda Gutierrez, Michael Cavanagh, and Rosemary Hellwig signed their oaths of office for reappointment to the Board.

4. Consent Calendar:

Following discussion, it was moved by Rosemary Hellwig, seconded by Belen Gomez, and the Board members unanimously approved the consent calendar as presented.

5. Public Forum:

None

6. Staff Report:

The General Manager presented that the District operations continued with preventive winter maintenance and repairs of vehicles and pesticide equipment, building maintenance, i.e., painting, decluttering and creating office space, began recruiting for two full time vacant positions, i.e., Vector Control Technician III/Mechanic and Biologist/Entomologist, two staff members observed Drone training with Kings Mosquito Abatement District staff members, and the General Manager e-mailed an outreach letter to local District officials and those in the nearby cities informing them of our upcoming collaborative pilot field project with Oxitec's innovative and environmentally sustainable *Aedes aegypti* male mosquito control technique to the Central Valley.

7. Quarterly Expense/Revenue Report:

The Administrative Assistant presented the expenditures through December 31, 2021 were as expected for mid-year. The only line item over budget is Vehicles, which includes the purchase to replace T-2. We received all but the \$1000.00 deductible from insurance that is reflected in the revenue. The revenue projection looks good. The first distribution of assessment money was received in December as well as unanticipated COVID-19 relief funds of \$188,365.00.

8. Vacation Policy:

Following discussion, it was moved by Larry Roberts, seconded by Kevin Caskey, and the Board members unanimously approved the updated Vacation Policy as presented.

9. Enterprise Fleet Management:

Following discussion, it was moved by Belen Gomez, and seconded by Greg Gomez, and the Board members unanimously approved the paying off of the lease for 10 Enterprise Fleet using the COVID-19 Relief Funds.

10. Community Education & Outreach Event Canopy:

Following discussion, it was moved by Michael Cavanagh, seconded by Rosemary Hellwig, and the Board members unanimously approved the purchase of an updated outreach event canopy.

11. Wash Bay Drain and Plumbing:

Following discussion, it was moved by Larry Roberts, seconded by Michael Cavanagh, and with the exception of Kevin Caskey who abstained, approved by the Board members to move forward with the repair of the wash bay drain and plumbing.

12. Drone Trailer:

Following discussion, it was moved by Michael Cavanagh, seconded by Greg Gomez, and the Board members unanimously approved the purchase of the presented trailer for use of the Drone.

13. Inspection Warrant:

The General Manager discussed the annual seeking and signing of the Inspection Warrant from our Attorney and answered questions from the Board members.

14. Arbovirus Testing for Tulare and Kings Mosquito Abatement District:

Following discussion, it was moved by Rosemary Hellwig, seconded by Kevin Caskey, and with the exception of Michael Cavanagh who abstained, the Board members agreed to testing for Tulare and Kings Mosquito Abatement Districts in 2022.

15. Resignation of Administrative Assistant:

Following discussion, it was moved by Belen Gomez, and seconded by Linda Guttierrez, and the Board member unanimously approved the Administrative Assistant to receive fifty percent of earned sick pay.

16. Closed Session §54957:

Adjourned to closed session pursuant to Government Code Section 54957.

17. Adjournment:

It was moved by Greg Gomez, seconded by Larry Roberts, and unanimously approved to adjourn the meeting of the DMVCD's Board of Trustees at 6:27 p.m.

Dr. Mustapha Debboun, Recording Secretary

CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
36217	2 MARKET VISUALS	(5) Fabric Banners- Conference		320.08
36218	AUTOZONE		Auto Supplies	2,170.50
36219	CAL WATER	Utilities	Utilities	89.37
36220	CITY OF VISALIA	Solid Waste	Utilities	117.97
36221	EMD			2,483.30
		Voip Project - Phase 2 of 3	2316.85 Maint Contract	
		Voip System- January Monthly	166.45 Maint Contract	
36222	ENTERPRISE	Leased Vehicles - Payoff for 10 Vehicles	Capital-Vehicles	215,953.28
36223	GROSS AND STEVENS	Aligments T27, T39, T36, T33 & T35	Auto Supplies	349.75
36224	HOME DEPOT	PVC Union	Fish Supplies	60.55
36225	LOZANO SMITH		Professional Services	375.00
36226	NAPA		Auto Supplies	1,059.90
36227	TARGET SPECIALTY PRODUCTS	Altosid	Chemicals	7,638.40
		TOTAL BILLS		\$230,618.10
		TOTAL BOARD ORDER #21		\$230,618.10

CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
36228	VISALIA FORD	Ford Transit Van	Capital - Aedes	30,545.70
36229	JACOBSON TRAILERS	Drone Trailer	Capital - Aedes	12,697.05
		<i>TOTAL BILLS</i>		<i>\$43,242.75</i>
		<i>TOTAL BOARD ORDER #22</i>		<i>\$43,242.75</i>

CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
36230	JORGE LOPEZ	Vector Control Tech II		2,007.73
36231	ADRIAN SIFUENTES	Vector Control Tech II		1,745.46
36232	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax		841.68
36233	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax		6.17
36234	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement		653.90
		TOTAL PAYROLL		\$5,254.94
36235	DELTA MVCD REVOLVING			314.39
		AT&T Long Distance	22.11 Telephone/Cell Phones	
		AT&T Internet	24.73 Telephone/Cell Phones	
		Capital One- Walmart	43.79	
		USPS- Cert Mailpiece Mission Linen	7.38	
		AT&T Backup Internet	90.24 Telephone/Cell Phones	
		Paul Harlien	126.14	
36236	EMD			3,222.12
		Monthly Contract - March	2,547.25 Maint Contract	
		Brother Wireless Printer and Samsung Solid State Drive	674.87 Office Supplies	
36237	HARBOR FREIGHT			584.75
		Mobile Cabinet, 24 bin port, (3) 12 strip outlets	487.11 Building/Yard Supplies	
		Amp Meter	97.64 Shop Supplies	
36238	LINUXUP	GPS		859.67
36239	LOZANO SMITH	Review and revise draft NDA--Inspection Warrant Papers	Professional Services	292.50
36240	MISSION LINEN			191.07
		Uniforms	110.12 Clothing	
		Janitorial	80.95 Janitorial	
36241	PRICE PAIGE & COMPANY	Completion of State Controllers Report	Professional Services	990.00
36242	VALLEY PACIFIC	Gasoline	Gasoline	658.53
36243	VERIZON	Cellphones	Telephone/Cellphones	830.20
		TOTAL BILLS		\$7,943.23
		TOTAL BOARD ORDER #23		\$13,198.17

CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
36244	2MARKET VISUALS	Event Canopy (New Name and Logo)	Capital - Assessment	1,672.51
36245	CALIF WATER SERVICE	Utilities	Utilities	92.48
36246	LIFE TECHNOLOGIES	Probes and Primers	Lab Supplies	2,113.74
36247	SO CALIF GAS CO	Utilities	Utilities	750.86
36248	STUART'S JOHANSON THOMAS	Square Tubing	Operational Supplies	86.80
36249	US BANK			6,578.12
		Dreamhost	6.00 Subscriptions	
		GoogleSuites	180.00 Subscriptions	
		Sheraton-- MVCAC Hotel Stay	3892.05 Travel	
		2Market Visuals -- (5) Banners for Conference	320.08 Office Supplies	
		Pita Kabob - Lunch with Greg	35.84 Travel	
		Pita Kabob - Lunch with Paul Harlien	37.01 Miscellaneous Expense	
		Amazon - First Aid Kits	18.43 Safety Supplies	
		Zira - Time Keeping Service	100.00 Subscriptions	
		Hemostat- Chicken Blood	93.74 Lab Supplies	
		Indeed - Job Ads	360.00 Advertisements	
		Amazon - Dust pan and broom sets	27.54 Aedes Assessment	
		Amazon - (2) Tires T-9 and (2) Tires T-4	782.02 Auto Supplies	
		PSI Services - Drone Exam (Hector Cardenas and Bryan Ferguson)	350.00 Professional Services	
		FilterBuy - Lab Filters	109.63 Building/Yard Supplies	
		SipTrunk - Monthly Office Phone Invoice (replaces AT&T)	253.83 Telephone/Cellphones	
		Tulare County Surplus - Cork Boards for Quonset	11.95 Office Supplies	
		TOTAL BILLS		\$11,294.51
		TOTAL BOARD ORDER #24		\$11,294.51

VOUCHER	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
36250	MUSTAPHA DEBBOUN	MANAGER		8,188.50
36251	MIR BEAR-JOHNSON	ASSISTANT MANAGER		6,150.03
36252	CRYSTAL GRIPPIN	SCIENTIFIC PROGRAM MANAGER		4,088.69
36253	HECTOR CARDENAS	OPERATIONS PROGRAM MANAGER		5,532.41
36254	MARK NAKATA	BIOLOGIST		5,386.82
36255	JAVIER VALDIVIAS	BIOLOGIST		4,581.35
36256	ANDREA TROUPIN	BIOLOGIST		5,016.61
36257	MARY ELLEN GOMEZ	ADMINISTRATIVE ASSISTANT		4,397.99
36258	ERICK ARRIAGA	COMMUNITY EDUCATION & OUTREACH COORDINATOR		4,143.75
36259	PAUL HARLIEN	FOREMAN		5,190.06
36260	RICK ALVAREZ	VECTOR CONTROL SUPERVISOR		5,368.69
36261	BRYAN RUIZ	VECTOR CONTROL TECHNICIAN III		4,414.00
36262	BRYAN FERGUSON	VECTOR CONTROL TECHNICIAN III/MECHANIC		4,562.68
36263	MARIO SANCHEZ	VECTOR CONTROL TECHNICIAN III/MECHANIC		4,057.83
		<i>Sub-Total Full-Time Payroll</i>		\$71,079.41
36264	VSP	Vision Plan Premium for March 2022		469.09
36265	DELTA DENTAL PLAN	Dental Plan Premium for March 2022		1,323.99
36266	LINCOLN FINANCIAL GROUP	Life/STD & LTD Insurance for March 2022		1,252.29
36267	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Health Insurance Premium for March 2022		23,032.19
36268	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax	Employee 71% - District 29%	29,344.20
36269	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax	Employee 100%	4,809.26
36270	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement	Employee 40% - District 60%	17,827.33
36271	DELTA VECT CONT DIST	Flex Benefit Plan	Employee 100%	1,174.96
36272	ICMA RETIREMENT TRUST	Deferred Retirement Trust	Employee 77% - District 23%	3,387.03
		<i>Sub-Total for Payroll Taxes & Benefits</i>		\$82,620.34
		<i>Total Regular Payroll & Benefits</i>		\$153,699.75
36273	JORGE LOPEZ	Vector Control Tech II		2,007.73
36274	ADRIAN SIFUENTES	Vector Control Tech II		1,745.46
36275	PAUL RAPER	Vector Control Tech II		1,745.46
36276	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax		20.00
36277	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax		1,254.96
36278	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement		961.58
		<i>Sub-Total for Seasonal Payroll & Taxes</i>		\$7,735.19
		<i>Total All Payroll and Benefits</i>		\$161,434.94
36279	2MARKET VISUALS	Wrap on Van	Aedes Assessment	3,698.52
36280	ADAPCO	Balance due for BVA Oil	Aedes Assessment	3,935.08
36281	FASTENAL	Screws	Building/Yard	35.52
36282	FRONTIER PRECISION	Annual Subscription for Data Collection	Subscriptions	11,100.00
36283	HOME DEPOT	Light Bulbs, Paint Supplies, Extension Cords, Cleaning Supplies	Building/Yard	353.73
36284	KEY EVIDENCE	Keys	Building/Yard	102.53
36285	LOWE'S			758.91
		Storage Box	9.27 Aedes Assessment	
		Paint Supplies	749.64 Building/Yard	
36286	MISSION LINEN			191.07
		Uniforms	110.12 Clothing	
		Janitorial	80.95 Janitorial	
36287	NAVIA	Flexible Benefit Plan Admin Fee	Professional Services	97.50
36288	SMART & FINAL	Paper Products, Breakroom Supplies	Building/Yard	157.90
36289	WALMART	Cleaning Supplies	Building/Yard	87.28
		<i>Total Bills</i>		\$20,518.04
		TOTAL BOARD ORDER # 25		\$181,952.98

3. Public Forum

4. Staff Report

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REPORT OF THE MANAGER FEBRUARY 2022

I. Water and Weather

The temperature remained low throughout the month of February. As of February 22, 2022, the Delta Mosquito and Vector Control District (DMVCD) Weather Station reported an average high temperature of 68.0°F with an average low of 40.3°F and 0.2 inches of rainfall. The National Oceanic and Atmospheric Administration 1981-2010 seasonal averages for high and low temperatures in February were 61.3°F and 42.1°F respectively, with average rainfall of 1.85 inches.

Water storage at Pine Flat Reservoir increased to 316,645 acre-feet by February 23. By February 23, 2022, Pine Flat Reservoir's inflow had increased to 641 cubic feet per second (CFS) and its release decreased dramatically to 116 CFS. The Lake Kaweah Reservoir had more water than the previous month with 37,032 acre-feet on February 23, 2022. Lake Kaweah's inflow decreased, with the reading from February 23, 2022, showing 50 CFS and its release was increased slightly to 9 CFS.

II. Narrative

Operations continued with fleet vehicle winter maintenance. All vehicles receive a multi-point inspection which include Engine, transmission, cabin filter, air conditioning, heater system, front and rear brake pads, rotors, parking brake, fluids (brake fluid, engine oil, etc.), lights, and more. Staff have completed 11 fleet vehicle inspections for the month of February. In addition, The maintenance inspection for specialized equipment has been completed for the A1 Super Duty spay unit, and two ARGO's have been completed.

Staff completed the remainder of the District paint project. Staff painted the remaining roof gutters and additional touch-ups needed. In addition, staff repaired all damaged drywall in the vehicle garage. Staff also replaced wash bay lighting with new LED lights. Equipment calibration also began with hand cans, and backpack sprayers. All equipment is reviewed for any defects or damage and repaired before completion of calibration.

Field operations completed 13 service requests and are currently conducting catch basin mapping. Catch basin mapping consists of surveying local maps for additional storm drains and updating paper maps for historical data. In addition, all new or deleted storm drains are recorded in our local mosquito database to provide accurate and consistent storm drain treatments.

Target Specialties Products delivered our PrecisionVision 35X Unmanned Aircraft System. This system includes a ground station control system, three payload systems, six battery packs and two chargers. In addition, three staff members recently passed the U.S. Department of Transportation Federal Aviation Administration Airman Knowledge exam for Unmanned Aircraft General on February 1, 2022. Currently the District has 4 qualified staff members licensed to fly unmanned aircrafts. Between January 31, 2022, and February 1, 2022, two staff members observed the training program from Leading edge on the PrecisionVision 35X operating system. In addition, five staff members were sent to Placer County Mosquito and Vector Control District to gather information on flight operations, calibrations, safety briefings, risk assessment, and aerial equipment needed to support unmanned aircraft operations.

The District has acquired two new vehicles in the month of February. The Community Outreach vehicle was purchased on February 17, 2022, from Visalia Ford. The enclosed drone trailer was purchased on February 18, 2022, from Jacobsen's Trailers in Fowler. Currently the District has sent an unutilized Carson trailer to auction on GovDeals a liquidity services marketplace which closes on February 25, 2022.

The Community Outreach vehicle, which will also be used as an employee transport vehicle for events and conferences, is in queue for its vinyl wrap in mid-March. Since receiving the enclosed drone trailer, a new design for a vinyl wrap is complete and pending board approval.

Jorge Lopez, our Seasonal Technician II since June 6, 2003, has resigned from his position to join Tulare Mosquito Abatement District as a full-time technician on March 1, 2022. Due to this action Paul Raper has joined our operation team on February 22, 2022. Paul Raper has been with the District since August 5, 2019 and will be taking role as a Seasonal Technician II.

Sheri Davis, Administrative Assistant, had her last day on February 28, 2022, having resigned from her position to join Tulare Mosquito Abatement District in March. Mary Ellen Gomez, formerly Administrative Analyst, has been promoted into the Administrative Assistant position. And the chain of command has been edited to better illustrate the new organizational structure. (Please see Attachment A.)

Mosquito surveillance did not take place in January because of the cool weather. Arbovirus testing for West Nile virus (WNV), St. Louis Encephalitis virus (SLEV), and Western equine encephalitis virus (WEEV) also did not take place. To date, no mosquito samples have been tested in 2022.

There was one technician mosquitofish request in February to distribute 60 fish. A total of 33 mosquitofish fry were produced in February. Routine fish hatchery maintenance took place weekly as well as building maintenance.

One field larval sample was brought to the lab for processing. A susceptible *Culex quinquefasciatus* colony was started as a control for insecticide resistance testing in the 2022 mosquito season.

Laboratory staff continued to work winter maintenance, repairs, and equipment calibration for the 2022 mosquito season. Laboratory organization and restocking continued in February. The woodshop was reorganized, and shelving units were installed to store vector surveillance equipment and repair equipment. Additionally, laboratory staff participated in continuing

education webinars to maintain their Vector Control Technician Certification through the California Department of Public Health.

The General Manager, the Assistant Manager, the Operations Program Manager and two DMVCD biologists attended the Mosquito and Vector Control Association of California (MVCAC) Annual Conference in Sacramento. At the conference, Mark Nakata gave a presentation on the design and installation of automatic mosquitofish feeders, and Dr. Mustapha Debboun gave a presentation on the DMVCD upcoming collaboration with Oxitec. Andrea Troupin presented a poster on pyrethrum resistance in *Culex quinquefasciatus* mosquitoes within the District, Hector Cardenas presented a poster about our Aedes aegypti surveillance and making operational decisions from the data, and Mir Bear-Johnson presented a poster on triatomine surveillance beginning within the District.

The first ad of the year was submitted at the beginning of February to be published in the March issue of "The Good Life" Newspaper. There was a meeting in February with the Director of Community & Entertainment for the Visalia Rawhide to plan our presence at the ball games this season.

There were 13 service requests in February:

2022 Service Request Summary

2022	Fish	Inspection	Mosquito	Source	Other	Total
January	0	0	0	5	0	5
February	1	6	0	6	0	13
Total	1	6	0	11	0	18

III. Vector and Disease Surveillance

Delta MVCD Summaries

Humans: There were no human cases of an arbovirus reported by the local public health department for the month of February 2022.

Birds: There was 1 dead bird reported to the District. Testing for WNV, SLEV, and WEEV will take place in early March.

Mosquitoes: No mosquito samples were tested in February.

State Surveillance:

Humans: To date, human case data is not available for the state.

Birds: To date, human case data is not available for the state.

Mosquitoes: To date, human case data is not available for the state.

IV. Expenditures & Revenues – 2021/22

TOTAL BUDGET \$3,974,072.78
 EXPENDITURES – July 1, 2021 – February 28, 2022

Salaries	\$1,849,110.94
Services & Supplies	\$710,349.81
Tax Admin Fee	\$34,248.50
Capital	\$455,113.89
Long Term Debt	\$58,914.03
TOTAL EXPENDITURES	\$3,107,737.17

REVENUE RECEIVED – July 1, 2021 – February 28, 2022

July	\$137.48
August	\$0
September	\$12,309.21
October	\$35,667.25
November	\$0
December	\$2,379,114.09
January	\$290,119.86
February*	
TOTAL REVENUE TO DATE	\$2,717,347.89

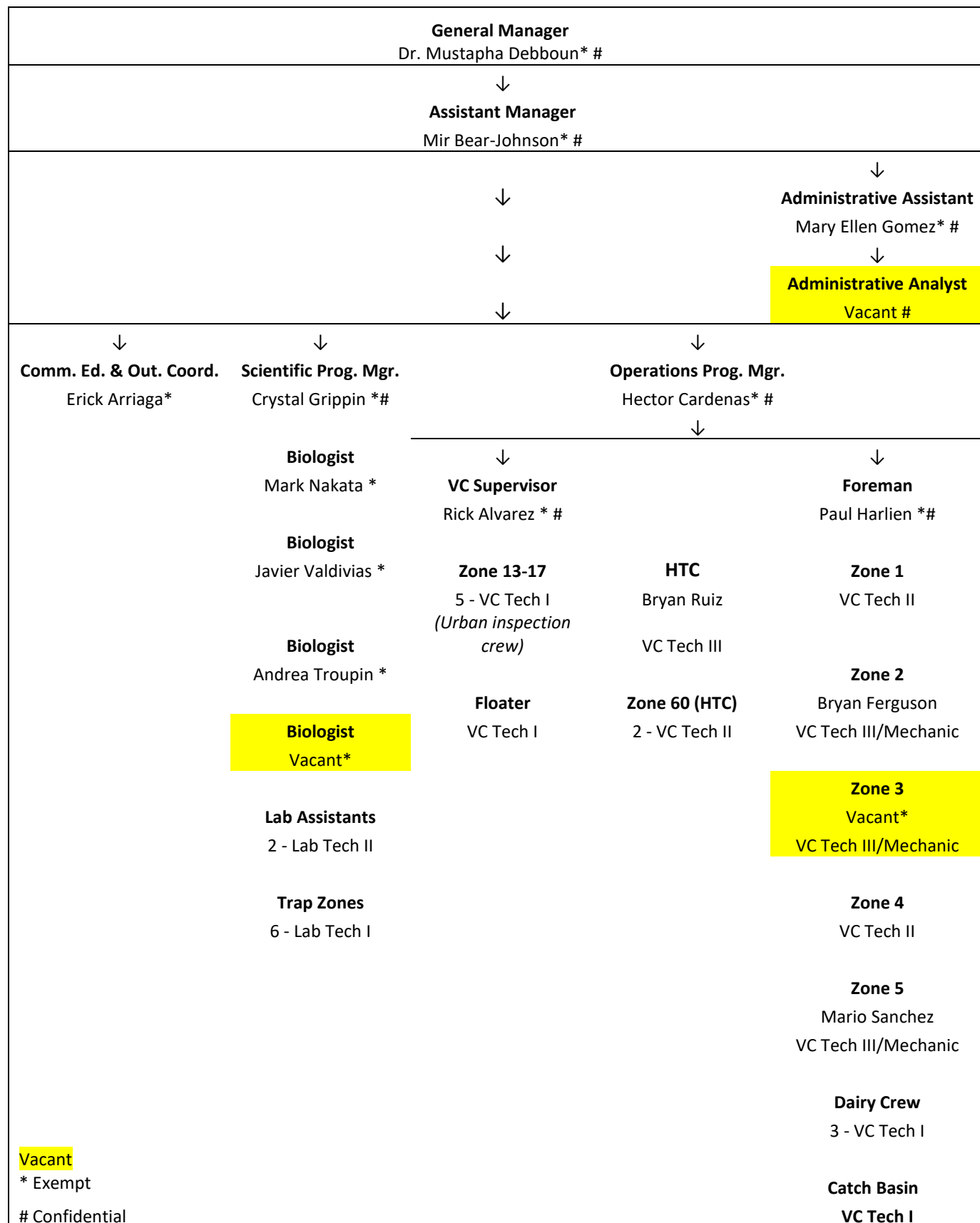
V. Time Sheet Summary

Month	Available Work Hrs	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
October	4,200	105.50	4,094.50	97.49
November	2,584	40.00	2,544.00	98.46
December	1,920	60.00	1,860.00	96.88
January	2,720	178.50	2,541.50	93.44
February	2,720	16.00	2704.00	99.42

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.

*February revenue not available as of 03/04/2022.

Attachment A: Updated Chain of Command



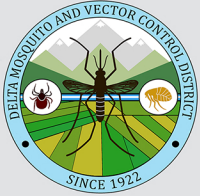
Vacant

* Exempt

Confidential

5. Request to Increase Credit Card Limit.

6. Wrapping of Delta MVCD Drone Trailer.



Delta Mosquito & Vector Control District

Protecting Public Health Since 1922



Mosquito Drone Operations

Have mosquito problems?
Call us at:
559-732-8606

@DeltaMVCD f t i
www.DeltaMVCD.org
559-732-8606

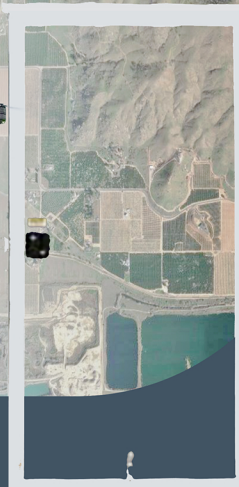


Prevent The Bite Day & Night

Protecting Public Health Since 1922



Mosquito Drone Operations



Have mosquito problems?
Call us at:
559-732-8606

@DeltaMVCD
www.DeltaMVCD.org
559-732-8606

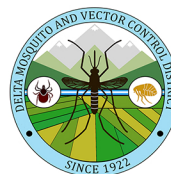


Prevent The Bite Day & Night

Delta Mosquito & Vector Control District



Mosquito Drone Operations



Delta Mosquito & Vector Control District

Protecting Public Health Since 1922

Mosquito Drone Operations



@DeltaMVCD
www.DeltaMVCD.org
559-732-8606



2Market Visuals
 903 East Douglas St.
 Suite B
 Visalia, CA 93292
 Ph: (559) 625-5230
 Email: jon@2marketvisuals.com

Invoice #: 227733

Order Created: 2/23/2022 2:43:38PM

Order Date: 2/23/2022 2:43:38PM

Billed To:	Delta Mosquito & Vector Control Distric	Created Date:	2/23/2022 2:43:38PM
Contact:	Erick Arriaga, Administrative	Salesperson:	House Account
Address:	1737 West Houston Ave. Visalia, CA 93291	Email:	N/A
		Phone:	N/A
		Fax:	N/A
Email:	erickarriaga@deltavcd.com		
Office Phone:	(559) 732-8606		
Cell Phone:	(559) 909-8678		

Description: Trailer Graphics / Wrap

	Quantity	Price	Discount	Unit Price	Subtotal
1 Product: Vehicle Wraps - Detailed Panels	1.00	\$5,193.74	\$1,018.98	\$4,174.76	\$4,174.76
Description: Full Wrap - on Trailer - Full Color print - on Wrap Vinyl - with Glossy Laminate INSTALLATION INCLUDED					
<ul style="list-style-type: none"> • 1- Full Wrap on a • Printed on 3M IJ180mc-10 2mil Cast Controltac Wrap Film stock material with HP 560 at Normal Mode • Laminated with 3M 8518 Premium Cast Gloss Lamination • Drivers Side, Passenger Side, Rear, Front 					

Notes | This estimate will be valid for 30 days from the date it is presented. A 50% deposit is due before work is begun, and the remaining balance in full is due upon completion of the project.

Order Subtotal:	\$5,193.74
Discount:	\$1,018.98
Total Taxes:	\$354.85
Total:	\$4,529.61
Order Balance:	\$4,529.61

Payment Terms: Balance due upon receipt.

7. Agreement of SCI Consulting Group with Delta MVCD.

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 20__, between the **Delta Mosquito and Vector Control District**, (“District”) and **SCI Consulting Group** (“Consultant” or “SCI”), a California Corporation, who agree as follows:

- 1. Scope of Work (“Work”).** Consultant shall perform the work and render the services described in the Scope of Work shown below (the “Work”). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. Payment.**
 - a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant’s fee shall include all of the Consultant’s costs and expenses related to the Work.
 - b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
- 3. Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. Insurance.**
 - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.

- c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.
5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
6. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
8. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
9. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for

all Work performed by the Consultant through the date of the notification of cancellation.

14. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

Dr. Mustapha Debboun
Delta Mosquito and Vector Control District
1737 W Houston Ave Box 310
Visalia, CA 93291

Consultant:

Sonia Ortega
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

SCOPE OF WORK

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for Delta Mosquito and Vector Control District

DEFINITIONS

District:	Delta Mosquito and Vector Control District, staff and Trustees/Directors.
Assessment District:	Delta MVCD Assessment District
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

CONFIRMATION OF DISTRICT PARCELS AND LEVY CALCULATION

1. Create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
3. On a parcel-by-parcel basis, calculate and verify the proposed specific assessment amount for each parcel and prepare the preliminary assessment roll.

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Update the previous Engineer's Report as necessary, including upgrades to improve compliance with Proposition 218 and other requirements.
2. File the final Engineer's Report with the District.
3. Prepare any needed resolutions and staff reports for the Assessment.
4. Prepare and assist with the publication of any notices for the continuation of the Assessment.
5. Attend District Board meetings as needed, including those at which the Engineer's Report is approved and the public hearing is held.

LEVY RE-CALCULATION, RE-VERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated District database.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.

3. Finalize the Assessment Roll, other documents and supporting materials for the assessments.
4. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if at all.)

DEFENSE AND SUPPORT OF ASSESSMENTS

1. Provide a full response support of the assessment and basis for the assessment to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For Fiscal Year 2022-23, the total compensation for the Scope of Work shall be \$22,950 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$11,475 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2023-24, the total compensation for the Scope of Work shall be \$23,640 payable as follows:
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$11,820 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2024-25, the total compensation for the Scope of Work shall be \$24,350 payable upon receipt of the special assessment levies from the County.
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$12,175 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
4. For Fiscal Year 2025-26, the total compensation for the Scope of Work shall be \$25,080 payable upon receipt of the special assessment levies from the County.
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$12,175 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
5. For Fiscal Year 2026-27, the total compensation for the Scope of Work shall be \$25,835 payable upon receipt of the special assessment levies from the County.
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$12,175 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
6. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$650 per person per meeting.
7. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks, and execute an Addendum to the agreement of these additional services.

8. For the creation, mailing, collection and administration of hand-billed service charges (to public agencies and other owners that cannot be collected by the County Auditor), there shall be no charge by SCI for this service.
9. If the District desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.
10. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$1,000 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.


SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

Dr. Mustapha Debboun
District Manager
Delta Mosquito and Vector Control District



John W. Bliss
President
SCI Consulting Group

Date

2-14-22

Date

8. Nondisclosure Agreement between DMVCD and Oxitec.

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") by and between Oxitec Limited ("Oxitec"), a company registered in England and Wales with an office at 71 Innovation Dr., Milton Park, Abingdon, OX14 4RQ, UK, and Delta Mosquito and Vector Control District ("Company"), a political subdivision of the State of California with an office at 1737 W Houston Ave, Visalia, CA 93291, will be effective as of the date of the last authorizing signature (the "Effective Date"). Oxitec and Company may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. **Purpose.** The Parties hereto wish to explore a possible business opportunity of mutual interest regarding potential strategic relationships or involvements with their respective businesses (the "Relationship") in connection with which each Party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the Parties to continue to discuss and evaluate the Relationship while protecting each Party's Confidential Information, including Confidential Information previously disclosed to the other Party, against unauthorized use or disclosure.

2. **Definition of Confidential Information.**

(a) As used in this Agreement, the term "Confidential Information" means any information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") before, on, or after the Effective Date, regardless of whether such information is specifically designated as confidential, and regardless of whether such information is disclosed in written, oral, electronic, or other form, or disclosed by inspection of premises, parts, equipment, or other property of Disclosing Party, that the Disclosing Party regards or should reasonably be expected to regard as proprietary and/or confidential. Such Confidential Information may include, without limitation, trade secrets, know-how, released or unreleased computer software code (both source and object code) or hardware products, works of authorship, work product, methods, algorithms, designs, schematics, technical data or specifications, testing methods, discoveries, ideas, inventions (whether or not patentable), products, product improvements, product enhancements, screenshots, processes, techniques, formulas, compositions, compounds, organisms, research and development activities and data (whether past, present, or future), clinical data, personnel data, financial information, business plans and processes, product and marketing plans, customer and supplier information, employees, employee data, consultants, technologies, personally identifiable data, product documentation, and product demonstrations, as well as any information received from any third party that the Disclosing Party is obligated to treat as confidential. Any disclosure of Confidential Information to the Receiving Party or to any of its affiliates or agents by (i) the Disclosing Party or any of its affiliates or agents or (ii) any unaffiliated third party at the request of the Disclosing Party or any of its affiliates, shall be deemed to be a disclosure made by the Disclosing Party under this Agreement.

(b) **Exceptions.** Notwithstanding the above, Confidential Information shall not mean any information which:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party;

(ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party and by employees of the Receiving Party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; or

(iv) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

3. **Nondisclosure of Confidential Information.** The Parties each agree not to use any Confidential Information disclosed to it by the other Party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither Party shall disclose or permit disclosure of any Confidential Information of the other Party to third parties or to employees of the Party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship and, disclosures required under California law, including the Public Records Act (Government Code Section 6250, et seq). Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party which may come to the Receiving Party's attention.

4. **Disclosure Pursuant to Court Order.** The Parties each agree the nondisclosure obligations set forth in Section 3 shall not apply solely to the extent the Receiving Party can demonstrate that the Confidential Information is required to be disclosed under a court, administrative agency, or other governmental body order or statutory requirement, provided that the Receiving Party shall provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise challenge or oppose the disclosure requirement. The Receiving Party shall take all reasonable and lawful actions to obtain confidential treatment for any such disclosure under this Section and minimize the extent of such disclosure. Any Confidential Information disclosed pursuant to this Section shall remain and be treated as confidential as required by this Agreement for any and all other purposes.

5. **No Modification; No Reverse Engineering.** The Parties each agree that it shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of the other Party unless permitted in writing by the Disclosing Party. The Parties each further agree that it shall not reverse engineer or attempt to extract any information regarding any Confidential Information, including regarding any organism, disclosed or provided by the Disclosing Party. The Receiving Party shall not use any Confidential Information of the Disclosing Party to develop any product or other technology intended to compete with the Disclosing Party's products or other technology.

6. **Return of Materials.** Any materials or documents that have been furnished by one Party to the other in connection with the Relationship shall be promptly returned by the Receiving Party or destroyed, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may retain one copy of the Confidential Information for archival purposes, and the Receiving Party shall not be required to destroy or delete copies that have become embedded in its electronic storage systems through routine backup processes, provided that any such copies shall remain subject to all confidentiality obligations herein.

7. **No Commitment.** Unless restricted under a separate agreement executed by the Parties, the Parties acknowledge and agree that each is actively involved in evaluating potential transactions and business opportunities with many parties and may at some point consider a transaction with another company in the same or similar field as the other Party. Subject only to the provisions herein regarding use and disclosure of the Confidential Information, nothing herein is to be construed to preclude either Party's freedom at any time to negotiate with, enter into any agreement or transaction with or perform services for any actual or potential competitor of the other Party. Further, nothing herein shall in any way require either Party to take any action to enter in any other agreement or transactions with the other Party.

8. **No Publicity.** Neither Party shall, without the prior written consent of the other Party, disclose to any other person the fact that Confidential Information of the other Party may not be disclosed under this Agreement, that discussions or negotiations are taking place between the Parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior written notice promptly provided to the other Party.

9. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.

10. **Term.** The foregoing commitments of each Party shall survive any termination of the Relationship between the Parties, and shall continue for a period terminating on the later to occur of the date (a) five (5) years following the date of this Agreement or (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement; provided, however, that the obligations of the Parties to maintain the confidentiality of the other Party's Confidential Information that constitutes trade secrets under applicable law ("Trade Secrets") shall continue beyond the termination of this Agreement for as long as such information remains a Trade Secret under applicable law.

11. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

13. **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the courts located in Eastern District of California.

14. **Remedies.** The Parties each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business. The Parties each expressly agree that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.

15. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the Parties. Any amendment or waiver affected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

17. **Entire Agreement.** This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled. The Parties each acknowledge and agree that this Agreement shall have no effect on any agreement between the Parties wholly unrelated to the desired Relationship.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Oxitec Limited

Delta Mosquito and Vector Control District

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

9. Bereavement Leave Policy.

Delta Mosquito and Vector Control District

— MANUAL of POLICIES —

POLICY TITLE

Bereavement Leave

POLICY NUMBER

3005

3005.1 This policy shall apply to probationary and regular employees in all classifications.

3005.2 In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed five days. Certification may be required by the General Manager.

3005.3 "Immediate family" is defined as being spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, niece, nephew, or any other person who is a legal dependent of the employee.

Revised 12/11/19.

Delta Mosquito and Vector Control District

— MANUAL of POLICIES —

POLICY TITLE

Bereavement Leave

POLICY NUMBER

3005

3005.1 This policy shall apply to probationary and regular employees in all classifications.

3005.2 In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed five days. Paid leave will be charged to the employee sick accrual bank. If sick accrual are exhausted the employee may choose to use other accruals balances or leave without pay. Certification may be required by the General Manager.

3005.3 "Immediate family" is defined as being spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, niece, nephew, or any other person who is a legal dependent of the employee.

Revised 2/25/2022.

10. Extension of the Existing Parking Garage.



PROPOSAL – GC6501NS

December 1, 2021

1345 N. American St. Visalia, Ca. 93291 (559)651-1776 www.aminc.com License: 292529 DIR 1000000369

To: Paul Harlien **From:** Nate Strable
Email: paulharlien@deltamvcd.org **Email:** Nstrable@Aminc.com
Phone: 559-909-8688 **Phone:** (559)972-2785

Project: Parking Garage Expansion **Project Location:** 1737 W Houston Ave
Visalia

THE FOLLOWING SCOPE OF WORK IS SUBMITTED FOR YOUR APPROVAL:

Expansion of existing parking garage by 10' to the east and associated work

INCLUSIONS:

1. Provide initial updated site plan showing the proposed expansion for City of Visalia Site Plan Review
2. Provide stamped drawings to procure building permits from the City of Visalia
3. Handle the permitting process from start to finish
4. Sawcut the existing asphalt in front of the garage as needed for the extension
5. Relocate existing drain lines underground as needed to for the roof drainage
6. Remove (6) existing roll up doors and reinstall at end of project
7. Form up and pour a 10' x 130' concrete addition across the front of the garage
8. Perimeter concrete will have raised curbs to keep the building level
9. New floor will be sloped to tie the existing floor into the existing asphalt height
10. Fabricate and install new steel frame extensions off of the existing building
11. Sheet the front of the building and roof with new metal (profile to match the existing metal with closest shapes that are available)
12. Install new gutters and downspouts tied into the newly relocated underground drain lines
13. Relocate exterior lighting to the new front face of the building
14. All work performed at Prevailing Wage
15. This quote has a permit fee allowance of \$14,000
16. Assumption made that the block wall at the North and South ends of the building will not need to be extended with the rest of the building

PRICING:

\$ 148,300

Option #1

\$ 62,288.60

Replace (6) vertical lift garage doors with new sheet drum style doors with motors



PROPOSAL – GC6501NS

December 1, 2021

1345 N. American St. Visalia, Ca. 93291 (559)651-1776 www.aminc.com License: 292529 DIR 1000000369

EXCLUSIONS:

1. Weekend, nighttime, or holiday work.
2. Any work or equipment not detailed above.
3. Any unforeseen conditions below ground
4. ADA upgrades to facility if required by the city

AMERICAN INCORPORATED

Approved by:

by: Nate Strable

Name/Title:

Nate Strable, General Construction Manager

All material is guaranteed to be as specified. All work to be completed in a manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This proposal is valid for thirty (30) days.

11. Internship Training Agreement.

INTERNSHIP TRAINING AGREEMENT

This Agreement is between _____ (**ORGANIZATION**), located at _____ (**Address**) in _____ (**CITY**), and **Visalia Unified School District's (DISTRICT) College and Career Readiness Department (DEPARTMENT)**, and is effective as of _____ (**Date**).

- A. **ORGANIZATION** may have additional facilities in Visalia and other locations in Tulare and Kings County suitable for the educational needs of the **DISTRICT'S** Career Technical Education and Linked Learning Academy programs.
- B. **DISTRICT** operates classes with students in need of supervised internships for the students enrolled in said classes;
- C. The parties will both benefit from **Internship Programs (Program)** available to **DISTRICT** students at **ORGANIZATION** and acknowledge that this agreement is entered into without any consideration of monetary exchange.

The parties agree as follows:

I. **GENERAL INFORMATION ABOUT THE PROGRAM**

- A. The maximum number of **DISTRICT** students who may participate in the **Program** during each training period shall be mutually agreed by the parties at least seven days before the training period begins.
- B. The starting date and length of each **Program** training period shall be determined by mutual agreement. Participation and scheduling shall conform to the calendar adopted by the **DISTRICT** as to holidays, vacations, etc.

II. **TERM**

- A. **Term.** This Agreement shall be effective as of _____ (**date**) and shall remain in effect until _____ (**date**) unless otherwise terminated as provided in this Agreement.
- B. **Renewal.** This Agreement may be renewed by mutual agreement.

III. **DISTRICT'S RESPONSIBILITIES**

- A. **Student Profiles.** **DISTRICT** shall advise each student enrolled in the **Program** to complete and send to **ORGANIZATION** a volunteer application/work-based agreement on a form to be agreed by the parties, which shall include the student's name, address, and telephone number. Each student shall be responsible for submitting his or her volunteer application/work-based agreement before the **Program** training period begins. **ORGANIZATION** shall regard this information as confidential and shall use the information only to identify each student.
- B. **Schedule of Assignments.** **DISTRICT** shall notify **ORGANIZATION'S Program** supervisor of student assignments, including the name of the student and length and

dates of proposed experience.

- C. **Program Objectives.** **DISTRICT** shall establish educational objectives for the **Program**. **DISTRICT** will designate an employee to coordinate with **ORGANIZATION** designee to implement the **Program** to be provided to students.
- D. **Supervision.** The internship experiences for the students shall be planned and supervised by **ORGANIZATION and DISTRICT** designee.
- E. **Records:** **DISTRICT** shall maintain all academic records for its students.

- G. **Student Responsibilities.** **DISTRICT** shall notify students in the **Program** that they are responsible for:
 - 1. Complying with **ORGANIZATION'S** policies, procedures, rules and regulations;
 - 2. Arranging for their own transportation if not provided by **DISTRICT**;
 - 3. Complying with **ORGANIZATION'S** dress code and wearing name badges identifying themselves as students. Students will wear the prescribed uniform of the Organization while on duty at the Organization and the purchase and laundering of such uniforms shall be provided by the student.

IV. **ORGANIZATION'S RESPONSIBILITIES**

- A. **ORGANIZATION** shall accept from **DISTRICT** the mutually agreed upon number of students enrolled in the **Program** and shall provide the students with supervised internship experiences.
- B. **Organization Designee.** **ORGANIZATION** shall designate a member of its staff to participate with **DISTRICT'S** designee in planning, implementing, and coordinating the **Program**.
- C. **Access to Facilities.** **ORGANIZATION** shall permit students enrolled in the **Program** access to **ORGANIZATION** facilities as appropriate and necessary for their **Program**, provided that the students' presence shall not interfere with **ORGANIZATION'S** activities.
- D. **Withdrawal of Students.** **ORGANIZATION** may request that **DISTRICT** withdraw from the **Program** any student who **ORGANIZATION** determines is not performing satisfactorily, refuses to follow **ORGANIZATION** administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for **ORGANIZATION'S** request. **DISTRICT** shall comply with the written request within five (5) days after actually receiving it.
- E. **Emergency Health Care/First Aid.** **ORGANIZATION** shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, **ORGANIZATION** shall have no obligation to furnish medical or surgical care to any student.

F. **Student Supervision.** **ORGANIZATION** shall permit students to perform services only when under the supervision of a registered, licensed, or certified professional on **ORGANIZATION'S** staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in staff meetings and in-service educational programs at the discretion of their **ORGANIZATION** -designated supervisors. Students are to be regarded as trainees/volunteers, not employees, and are not to replace **ORGANIZATION** staff.

G. **Organization's Confidentiality Policies.** As trainees, students shall be considered members of **ORGANIZATION'S** "workforce," and shall be subject to **ORGANIZATION'S** policies respecting confidentiality of information. In order to ensure that students comply with such policies, **ORGANIZATION** shall provide students with substantially the same training that it provides to its regular employees.

V. **AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving internship training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

VI. **STATUS OF DISTRICT AND COUNTY**

The parties expressly understand and agree that the students enrolled in the **Program** are in attendance for educational purposes, and such students are not considered employees of either **ORGANIZATION** or **DISTRICT** for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

VII. **INSURANCE**

District Insurance. **DISTRICT** shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by **DISTRICT'S** employees. Coverage under such professional and commercial occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The **DISTRICT** shall maintain and provide evidence of workers' compensation and disability coverage as required by law. **DISTRICT** shall provide **ORGANIZATION** with evidence of the insurance required by law. **DISTRICT** shall provide **ORGANIZATION** with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to **ORGANIZATION**. **DISTRICT** shall promptly notify **ORGANIZATION** of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.

VIII. **INDEMNIFICATION**

ORGANIZATION and **DISTRICT** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **ORGANIZATION** or **DISTRICT** or their agents, officers

and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violation by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

IX. TERMINATION

This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

X. GENERAL PROVISIONS

A. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

B. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. **Entire Agreement.** This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed in accordance with the laws of the State of California.

F. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the address set forth below:

VISALIA UNIFIED SCHOOL DISTRICT:
Douglas V. Cardoza, Interim Superintendent
5000 W. Cypress Avenue
Visalia, CA 93277
Phone: (559)730-7522
Fax: (559)730-2511

**COLLEGE AND CAREER
READINESS DEPARTMENT:**
Vicki Leoni, Director
4930 West Kaweah Court, Suite 102
Visalia, CA 93277
Phone: (559) 730-7510

ORGANIZATION:
NAME OF REPRESENTATIVE:
ADDRESS:
CITY & STATE:
PHONE:

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below. Entered into on this _____ day of _____, 202__.

VISALIA UNIFIED SCHOOL DISTRICT

Date: _____

BY _____

**Douglas V. Cardoza
Interim Superintendent
Visalia Unified School District**

NAME OF ORGANIZATION

Date: _____

BY _____

(ENTER NAME/TITLE OF REPRESENTATIVE)

12. Adjournment

Adjourn the meeting of the Board of Trustees to reconvene on Wednesday, April 13, 2022 at 4:30 p.m. in the Delta Mosquito and Vector Control District Boardroom, 1737 W. Houston Ave., Visalia, CA.