

# DELTA MOSQUITO & VECTOR CONTROL DISTRICT

Dr. Mustapha Debboun  
*General Manager*

1737 West Houston Avenue \* Visalia, California 93291  
Phone (559) 732-8606 \* (877) 732-8606 \* Fax (559)-732-7441

Rick Alvarez  
*Vector Control Supervisor*

[www.deltamvcd.gov](http://www.deltamvcd.gov)



Paul Harlien  
*Operations Program Manager*

Bryan Ruiz  
*Supervisor Assistant*

Mary Ellen Gomez  
*Administrative Assistant*

Bryan Ferguson  
*Foreman*

Erick Arriaga  
*Community Education & Outreach Coordinator*

Andrea Troupin  
*Scientific Program Manager*

**DATE:** Friday, October 6, 2023

**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, October 11, 2023, at 4:30 p.m.

**PLACE:** District Boardroom, 1737 West Houston Avenue, Visalia CA, 93291

## AGENDA:

### 1. Roll Call

### 2. DMVCD Employee of the Quarter

The General Manager and the members of the Board of Trustees will present the Employee of the Quarter Certificate to the seasonal employee, Lisa Salgado.

### 3. Public Forum (Limited to three minutes per speaker)

- a) Members of the public may comment on any item not on the agenda that is within the jurisdiction of the Board of Trustees (Board). Under state law, matters presented during public comment cannot be discussed or acted upon by the Board in this meeting.
- b) For items on the agenda, the public is invited to make comments during the public comment period.
- c) Any person addressing the Board will be limited to a maximum of three (3) minutes. Public comments will be limited to a total of 15 minutes during the public comment period.

- d) If there are more than five (5) people wishing to comment, then time will be divided equally between all people wishing to speak, so that everyone has an opportunity to address the Board.
- e) Public comments may be submitted by email to [comments@deltamvcd.org](mailto:comments@deltamvcd.org)

#### **4. Jaribu W. Nelson, JWN CPA Introduction**

The General Manager will introduce Mr. Jaribu W. Nelson to the Board of Trustees and grant him time to answer any questions related to the 2023 Fiscal Year audit preparation for Delta Mosquito and Vector Control District.

#### **ACTION 5. Consent Calendar**

- a) September Minutes
- b) September Bills (Board Order #'s 9-11)
- c) October Payroll & Bills (Board Order #12)

#### **6. Manager's Report**

The General Manager will report on items of Delta Mosquito and Vector Control District (DMVCD) operational interest.

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

The Administrative Assistant will present a financial report for the first quarter of fiscal year 2023/24.

#### **ACTION 8. Holiday Policy Revision**

The General Manager will present an updated Holiday Policy for the Board of Trustees to review and approve.

#### **ACTION 9. New Uniform Contract**

The General Manager will request from the members of the Board of Trustees to approve a new uniform contract with UniFirst Uniform Services at Fresno, California.

#### **10. Board of Trustees Member Comments**

The Board of Trustees members will have a chance to make any additional comments regarding items within the jurisdiction of the District.

#### **11. Future Agenda Items**

The Board of Trustees members will have a chance to add to the future agenda items if they choose to.

#### **ACTION 12. Adjournment**

Adjourn Meeting of the Board of Trustees to reconvene on Wednesday, November 8, 2023, 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 act.

## **1. Roll Call**

## **2. DMVCD Employee of the Quarter**

### **3. Public Forum**

## **4. Jaribu W. Nelson, JWN CPA Introduction**

## **5. Consent Calendar**

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Minutes of the Board of Trustees – Wednesday, September 13, 2023, Start: 4:30 p.m.

## 1. Roll Call:

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

Absent: Lori Berger

Staff: Dr. Mustapha Debboun, General Manager; Mary Ellen Gomez, Administrative Assistant

## 2. Public Forum:

None.

## 3. Consent Calendar:

Following discussion, it was moved by Rosemary Hellwig, seconded by Linda Guttierrez and the members of the Board of Trustees unanimously approved to accept the consent calendar as presented.

## 4. Manager's Report:

Dr. Debboun provided an update on Delta Mosquito and Vector Control District (DMVCD) current field and laboratory operations. We conducted Ultra Low Volume (ULV) fogging in the high trap count and West Nile virus (WNV) positive mosquito areas along with the Wide Area Larvicide System (WALS) treatments early in the morning from 2:00 am to 5:30 am. With the consistent work of our Administrative Office staff and EMD networking services, our .org e-mail address has been completely transformed to **deltamvcd.gov**. We continued monitoring the In2Care Mosquito Traps to help in the augmentation of controlling the invasive Yellow Fever mosquito, *Aedes aegypti* (L.). We removed the old out of date and unsafe automotive vehicle lift rack from the Wash Bay area and replaced with a new Occupational Safety and Health



Administration (OSHA) compliance safe automotive heavy-duty lift with safety locks that can handle the weight of the bigger and heavier trucks.

Routine mosquito surveillance continued throughout August with 47,970 mosquitoes collected across 1,731 trap nights as of August 31, 2023. Arbovirus testing for WNV, St. Louis Encephalitis virus (SLEV), and Western equine encephalitis virus (WEEV) continued in August. Laboratory staff tested 848 mosquito samples with 173 tested positive for WNV, 48 for SLEV, and 25 for WNV and SLEV combined. There were 29 technician and homeowner mosquito fish requests in August where 6,074 mosquitofish were distributed as of August 30, 2023. Our laboratory staff also tested 48 mosquito samples from Tulare Mosquito Abatement District and 11 samples collected from Tulare by Vector Disease Control International.

The Delta Mosquito and Vector Control District participated and attended 9 community and outreach events: two Visalia Rawhide Baseball games, 2 Wednesday Visalia Farmers Markets, and 1 Saturday Visalia Farmers Market. We also attended the Exeter National Night Out, a Backpack school giveaway event in London, and Farmersville and Woodlake senior centers where we provided information and answered any questions or concerns, they had about personal protective measures against mosquitoes.

#### **5. Non-Elective Component:**

Following discussion, it was moved by Larry Roberts, seconded by Greg Gomez and the members of the Board of Trustees unanimously approved setting the premium component required for medical health coverage in the Section 125 plan maintained by the District.

#### **6. Reappointments:**

Dr. Debboun requested if the three Board members: Greg Gomez, Linda Guttierrez, and Rosemary Hellwig would like to extend their terms on the Board as their current terms will end on December 31, 2023. They each were interested in renewing and extending their terms.

#### **7. AB1234 and AB1825 Training Requirements:**

Dr. Debboun informed the Board members of the status of their two required trainings, i.e., Harassment Prevention (AB1825), and Ethics (AB1234) which none need updated immediately.

Board President, Greg Gomez will need to renew his AB1234 Ethics Training in March 2024, Board Member Linda Guttierrez will need to renew her AB1825 Harassment Prevention in October 2024. All the remaining Board members will not need to renew their training until 2025.

#### **8. Audit Preparation:**

Following review of the engagement letter, it was moved by Rosemary Hellwig and seconded by Linda Guttierrez and the Board of Trustees unanimously approved the JWN Engagement Letter for the 2022-2023 Fiscal Year.

**9. Board of Trustees Member Comments:**

Larry Roberts notified the General Manager and the Administrative Assistant that he was notified by a Family Member they are experiencing a high number of Mosquitoes near their home by the Dinuba Golf Course. The Administrative Assistant obtained the contact information and notified the Trustee that she will reach out to them the next day and scheduled an inspection appointment.

The General Manager and Greg Gomez, Board President briefly discussed the potential annexation for the City of Lindsay.

Kevin Caskey mentioned that he will be meeting with the Tulare County Historical Society and will spread the word regarding the District and the Board of Trustees.

**10. Future Agenda Items:**

The Board of Trustees requested to meet JWN, Jaribu W. Nelson either virtually or in person at the next Board Meeting.

**11. Adjournment:**

It was moved by Rosemary Hellwig, seconded by Linda Guttierrez, and the Board unanimously approved to adjourn the meeting of the DMVCD's Board of Trustees at 5:20 p.m.

Dr. Mustapha Debboun, Recording Secretary

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CLAIM #	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
38229	ZACKARY BARRAGAN	Laboratory Tech I		1,113.11
38230	DANNY CADENA	Vector Control Tech I		1,213.34
38231	ADIEL CHAVEZ-DUARTE	Vector Control Tech I		1,091.44
38232	ALYSIA DAVIS	Vector Control Tech I		1,264.43
38233	MARIO ENRIQUEZ	Vector Control Tech I		1,114.85
38234	JOSHUA ESQUIBEL	Vector Control Tech I		1,277.92
38235	ALEJANDRA GILL	Laboratory Tech II		1,655.13
38236	JAKE MALDONADO	Laboratory Tech I		1,148.03
38237	MARCO MARTINEZ	Vector Control Tech I		1,275.56
38238	THEODORE MCGILL	Vector Control Tech I		1,152.36
38239	CARLOS PALACIOS	Laboratory Tech I		1,101.29
38240	CARLOS RODRIGUEZ	Vector Control Tech II		1,738.08
38241	LISA SALGADO	Vector Control Tech I		1,309.96
38242	ADRIAN SIFUENTES	Vector Control Tech I		1,344.74
38243	RYAN SPRATT	Vector Control Tech I		900.67
38244	ISABEL VENEGAS-ALAMO	Vector Control Tech I		1,091.44
38245	KORY WILSON	Vector Control Tech I		1,319.96
38246	KENNITH XAYACHACK	Laboratory Tech I		1,138.50
38247	JOVANI ZAMORA	Laboratory Tech I		1,029.28
38248	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax		5,642.04
38249	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax		461.53
38250	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement		1,342.34
		<b>TOTAL PAYROLL</b>		<b>\$30,726.00</b>
38251	ANDREA TROUPIN	Per Diem MVCAC Palm Springs Oct. 2nd - Oct. 4th	Travel Expense	172.50
38252	CITY OF VISALIA	Utilities	Utilities	118.48
38253	COMCAST	Internet	Telephone/Cellphones	342.36
38254	EMD NETWORKING	Printer - Paul Harlien Office	Office Supplies	350.27
38255	ERICK ARRIGA	Per Diem MVCAC Palm Springs Oct. 2nd - Oct. 4th	Travel Expense	172.50
38256	MACLEOD WATTS	GASB75 Preparation for Fiscal Year End June 30, 2023	Professional Services	1,950.00
38257	MARK NAKATA	Per Diem MVCAC Palm Springs Oct. 2nd - Oct. 4th	Travel Expense	172.50
38258	MIDSTATE AUTOMOTIVE EQUIPMENT	14 Ton Vehicle Lift	Shop-Capital	16,131.92
38259	MUSTAPHA DEBBOUN	Per Diem MVCAC Palm Springs Oct. 2nd - Oct. 4th	Travel Expense	172.50
38260	PAUL HARLIEN	Per Diem MVCAC Palm Springs Oct. 2nd - Oct. 4th	Travel Expense	172.50
38261	VERIZON	Cellphones	Telephone/Cellphones	1,070.20
		<b>TOTAL BILLS</b>		<b>\$20,825.73</b>
		<b>TOTAL BOARD ORDER #9</b>		<b>\$51,551.73</b>

VOUCHER	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
38262	CRYSTAL GRIPPIN	SCIENTIFIC PROGRAM MANAGER - Prorate Salary		299.48
38263	CRYSTAL GRIPPIN	SCIENTIFIC PROGRAM MANAGER - Sick Payout		1,997.61
38264	CRYSTAL GRIPPIN	SCIENTIFIC PROGRAM MANAGER - Vacation Payout		10,702.24
		<i>Sub-Total Full-Time</i>		\$12,999.33
38265	VSP	Vision Plan Premium		17.09
38266	DELTA DENTAL PLAN	Dental Plan Premium		38.70
38267	LINCOLN FINANCIAL GROUP	Life/STD & LTD Insurance		108.27
38268	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Health Insurance Premium		1,014.80
38269	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax	Employee 71% - District 29%	5,844.58
38270	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax	Employee 100%	1,269.63
38271	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement	Employee 40% - District 60%	68.65
38272	DELTA VECT CONT DIST	Flex Benefit Plan	Employee 100%	83.33
		<i>Sub-Total for Full-Time Payroll, Taxes &amp; Benefits</i>		\$21,444.38
		<b>Total Board Order #10</b>		\$21,444.38



VOUCHER	PAYEE	DESCRIPTION	Budget Line Item	AMOUNT
38286	MUSTAPHA DEBBOUN	GENERAL MANAGER		9,464.12
38287	RICK ALVAREZ	VECTOR CONTROL SUPERVISOR		6,537.54
38288	ERICK ARRIAGA	COMMUNITY EDUCATION & OUTREACH COORDINATOR		5,160.81
38289	BRYAN FERGUSON	FOREMAN		5,819.46
38290	MARY ELLEN GOMEZ	ADMINISTRATIVE ASSISTANT		5,153.93
38291	PAUL HARLIEN	OPERATIONS PROGRAM MANAGER		6,303.94
38292	REBECCA HARLIEN	ADMINSTRATIVE ANALYST		5,749.16
38293	LANDON MCGILL	VECTOR CONTROL TECHNICIAN III/MECHANIC		4,071.39
38294	MARK NAKATA	BIOLOGIST		6,027.88
38295	JUAN PABLO ORTEGA	BIOLOGIST		4,926.30
38296	BRYAN RUIZ	VECTOR CONTROL TECHNICIAN III		6,037.00
38297	MARIO SANCHEZ	VECTOR CONTROL TECHNICIAN III/MECHANIC		4,771.75
38298	ANDREA TROUPIN	SCIENTIFIC PROGRAM MANAGER		6,076.44
38299	GREG GOMEZ	TRUSTEE QUARTERLY PAYROLL		277.05
38300	BELEN GOMEZ	TRUSTEE QUARTERLY PAYROLL		277.05
38301	LINDA GUTTIERREZ	TRUSTEE QUARTERLY PAYROLL		277.05
38302	ROSEMARY HELLWIG	TRUSTEE QUARTERLY PAYROLL		277.05
38303	KEVIN CASKEY	TRUSTEE QUARTERLY PAYROLL		277.05
38304	LARRY ROBERTS	TRUSTEE QUARTERLY PAYROLL		184.70
38305	LORI BERGER	TRUSTEE QUARTERLY PAYROLL		184.70
		<i>Sub-Total Full-Time</i>		\$77,854.37
38306	VSP	Vision Plan Premium		441.02
38307	DELTA DENTAL PLAN	Dental Plan Premium		1,246.48
38308	LINCOLN FINANCIAL GROUP	Life/STD & LTD Insurance		1,169.77
38309	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Health Insurance Premium		22,076.29
38310	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax	Employee 71% - District 29%	30,534.38
38311	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax	Employee 100%	5,159.72
38312	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement	Employee 40% - District 60%	18,819.70
38313	DELTA VECTOR CONTROL DIST - EFTPS	Additional Quarterly UI Payment		22,585.49
38314	DELTA VECT CONT DIST	Flex Benefit Plan	Employee 100%	1,083.29
38315	MISSION SQUARE	Deferred Retirement Trust	Employee 77% - District 23%	1,023.95
		<i>Sub-Total for Full-Time Payroll, Taxes &amp; Benefits</i>		\$181,994.46
38316	ZACKARY BARRAGAN	Laboratory Tech I		1,329.38
38317	DANNY CADENA	Vector Control Tech I		1,303.37
38318	ADIEL CHAVEZ-DUARTE	Vector Control Tech I		1,200.21
38319	ALYSIA DAVIS	Vector Control Tech I		1,383.40
38320	MARIO ENRIQUEZ	Vector Control Tech I		1,270.85
38321	JOSHUA ESQUIBEL	Vector Control Tech I		1,277.91
38322	ALEJANDRA GILL	Laboratory Tech II		1,819.89
38323	JAKE MALDONADO	Laboratory Tech I		1,329.39
38324	MARCO MARTINEZ	Vector Control Tech I		1,404.27
38325	THEODORE MCGILL	Vector Control Tech I		1,269.03
38326	CARLOS PALACIOS	Laboratory Tech I		1,274.55
38327	CARLOS RODRIGUEZ	Vector Control Tech II		1,908.96
38328	LISA SALGADO	Vector Control Tech I		1,437.14
38329	ADRIAN SIFUENTES	Vector Control Tech II		1,344.74
38330	RYAN SPRATT	Vector Control Tech I		1,424.18
38331	ISABEL VENEGAS-ALAMO	Vector Control Tech I		1,264.79

38332	KORY WILSON	Vector Control Tech I			1,456.50
38333	KENNITH XAYACHACK	Laboratory Tech I			1,309.07
38334	JOVANI ZAMORA	Laboratory Tech I			1,107.07
38335	DELTA VECTOR CONTROL DIST - EFTPS	Social Security/ Medicare/ Federal Income Tax			6,639.82
38336	DELTA VECTOR CONTROL DIST - EFTPS	State Income Tax			615.19
38337	DELTA VECTOR CONTROL DIST - EFTPS	CalPERS Retirement			1,555.07
			<i>Sub-Total for Seasonal Payroll, Taxes &amp; Benefits</i>		34,924.78
			<b>Total Full-Time and Seasonal Payroll</b>		<b>216,919.24</b>
38338	CA WATER SERVICE	Utilities		Utilities	158.63
38339	CLINE'S BUSINESS EQUIPMENT	Monthly Contract		Maint. Contract	30.53
38340	US BANK				7,475.77
		Pita Kabob - Dr. Debboun lunch with Greg	49.33	Travel Expense	
		PG 89 Smog & Auto Pacific Grove CA - Dr. Debboun Fuel CSDA Conference	44.00	Fuel	
		Portola Hotel & Spa Dr. Debboun CSDA Conference	914.29	Travel Expense	
		Paypal - Tick Academy Registration	50.00	Continuing Education	
		American Airlines - ESA Flight Dr. Debboun	350.41	Travel Expense	
		Hamilton Limo Service - SOVE transport from Airport	43.00	Travel Expense	
		United Airlines - SOVE Dr. Debboun Baggage Check Fee	35.00	Travel Expense	
		SipTrunk - Efax	276.86	Telephone/Cellphones	
		GoogleSuites	259.20	Subscriptions	
		FilterBuy	70.96	Building Maintenance	
		Amazon- WD 40 Contact Cleaner Spray	51.95	Lab Supplies	
		ULINE - (2) drum platforms & Sorbent pads	435.24	Shop Supplies	
		WalMart - Glade air freshener & Hoover Vacuum Cleaner	152.96	Janitorial	
		Ebay - Steel Rim Wheel - Chevy Colorado (Stock)	107.40	Vehicle Supplies	
		Zira's - TimeKeeping System	86.00	Maintenance Contract	
		USPS - Certified Mailpiece to Mission Linen Cancellation	5.01	Misc. Expense	
		Sacramento Koi - Carbon filter and UV lamp	945.56	Fish Supplies	
		Amazon - Laptop, laptop case & protection plan, portable projector and protection plan	1452.38	Outreach	
		Amazon - (2) Honda Switches T4	151.88	Vehicle Supplies	
		Amazon - HZ Switch Control Box with ignition key T4	57.45	Vehicle Supplies	
		Amazon - 2 pack TN820 Toner (Mary Ellen printer)	148.65	Office Supplies	
		Best Buy - Power Supply for Drone	37.96	Operational	
		Lowe's - AA & AAA Batteries	35.76	Lab Supplies	
		Lowe's - (3) .170 vinyl tubing & (7) barbed bars 3/8x1/2	119.89	Fish Supplies	
		Lowe's - (7) 1" PVC couplers	15.04	Fish Supplies	
		Lowe's - Alkalinity & Salt	182.65	Fish Supplies	
		Lowe's - PVC bushings, vinyl tube, hose clamps, 5gal buckets, PVC glue & caps, 5gal lids	161.83	Fish Supplies	
		Lowe's - Box wedge bolts, dry erase markers, lag bolts	25.56	Building Maintenance	
		Lowe's - 50' wire, conduit and fittings	184.44	Shop Capital	
		Lowe's - PVC Conduit & Masonry Screws	28.06	Shop Capital	
		Lowe's - Conduit straps, screws, chain & safety cones	66.40	Building Maintenance	
		Lowe's - Conduit and fittings	117.43	Shop Capital	
		Costco - Cookies & Icecream for August Birthdays	51.25	Misc. Expense	
		Office Depot- Manila folders, report covers, highlighters & sharpies	50.38	Office Supplies	
		Dreamhost	3.00	Subscriptions	
		Apple.com - phone storage (Erick Arriaga)	2.99	Subscriptions	
		WalMart - Distilled Water & 70% Alcohol	43.85	Lab Supplies	
		Pentair Aquatics - Remaining order	147.27	Fish Supplies	
		Amazon - Screws, washers, lock nuts & hex nuts	98.25	Fish Supplies	





## **6. Manager's Report**

# DELTA MOSQUITO & VECTOR CONTROL DISTRICT

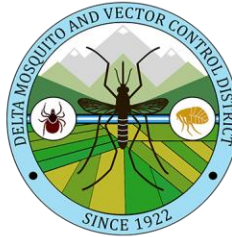
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## REPORT OF THE MANAGER

**September 2023**

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

The Delta Mosquito and Vector Control District (DMVCD) Weather Station reported an average high temperature of 88.8°F with an average low of 62.5°F and 0.02 inches of rainfall as of September 28, 2023. 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 decreased to 677,440 acre-feet as of 9/29/2023. Pine Flat Reservoir's water inflow rate is 1,062 cubic feet per second (CFS) while its release increased to 3,917 CFS. The Lake Kaweah Reservoir storage decreased to 31,357 acre-feet. Lake Kaweah's inflow also increased to 1135 CFS and its release decreased to 1,152 CFS as of September 29, 2023.

### **II. Narrative**

Field operations received 208 service requests in September which consisted of a Vector Control Technician inspecting the reported property for any standing water that mosquito larvae could breed in. During this time, the technician used an integrated vector management strategy to reduce any mosquito breeding found. In addition, technicians use this opportunity to educate residents on mosquito-breeding prevention and how to protect themselves from mosquito bites.

We conducted Ultra Low Volume (ULV) fogging in the high trap and West Nile virus (WNV) positive areas along with the Wide Area Larvicide System (WALS) treatments early in the morning of 6, 7, 12, 20, 21, and 28 of October from 2:00 AM to 5:30 AM. We will continue treating throughout the District as needed.

We fitted all full-time and seasonal employees for the new uniforms for transitioning over to the new ones from UniFirst Uniform Services on November 1, 2023.

Dr. Debboun and Paul Harlien, our Operations Program Manager attended a Zoom meeting with Verkada Security on September 11, 2023, where we discussed and viewed some of their new updated security Camera systems. Verkada is a large Security company with a wide range of advanced security systems and innovative technology. The Senior Account Executive from Verkada visited the District and gave the DMVCD Supervisors an in-person demonstration of Verkada Security systems capabilities

Paul Harlien and Bryan Ferguson, our Foreman met with Dana A. Camilla from Enterprise Fleet Management and discussed the District's fleet and the future of electric vehicles (EV) which will be mandatory in California starting in 2024 and be fully compliant by 2030. Thus, we are preparing a proactive plan to have in place and be ahead of the rush for the EV mandate. Currently, only Ford is the only choice out there in the fleet truck market but soon General Motors and Toyota will be releasing their EVs to the market as well.

We continued to update and organize the District campus by cleaning up old and outdated oil recovery barrels, scrap metal, and old wooden pallets. We also assessed some of the old equipment and other items that will be set aside to be auctioned in November 2023.

A BVA-2 oil tanker is transported and, on its way, to refill our oil tank, estimated at between 6,000 and 6,100 gallons (about the volume of a large U-Haul truck). We are also replacing the old measuring meshing stick with a new modern measuring meshing system to measure the exact amount of oil in the tank.

We continued checking the In2Care Mosquito Traps to augment controlling the invasive Yellow Fever mosquito, *Aedes aegypti*. The traps were checked and serviced every two weeks. We saw over 90% of traps with all stages of mosquito larvae in them with plenty of dead larvae in the In2Care Mosquito Traps. We will continue to evaluate all 100 traps that have been set out throughout the District until the end of October 2023.

We set an October three-phase stage timeline for the seasonal employees to depart their seasonal mosquito work. The first group will be leaving on October 6, the second on October 13, and the third departing on October 27.

In September, the DMVCD participated and attended 6 outreach events: two Visalia Farmers Markets, a presentation and a tour for Sequoia High School. Dr. Debboun spoke to the Health Science Academy students at Mt Whitney High school in Visalia. We also attended the Dinuba Raisin Day Festival in Dinuba, and attended the Cutler and Dinuba senior centers where we supplied information and answered their questions or concerns. Signs have been installed in the District to help the public and visitors show clearly the Front Office and Fish Hatchery in the District. Two short videos were created to display how the ultra-low volume (ULV) Adulticide, and wide area larvicide system (WALS) treatments during early scheduled applications from 2:00 am to 5:30 am. The District website has been transferred over to [DeltaMVCD.gov](http://DeltaMVCD.gov).

Routine mosquito surveillance continued through September. 51,604 mosquitoes were collected across 1,353 trap nights as of September 28, 2023. The District-wide average of 38.1 mosquitoes per trap night in September is 26.8% higher than the previous 5-year average of 30.1 and 21.1% higher than the September 2022 average of 31.5 mosquitoes per trap night. The top 3 mosquito species caught in August were *Culex quinquefasciatus* at 62.3%, followed by *Aedes aegypti* at 30.2% and *Cx. stigmatosoma* at 3.6%. Compared to September of 2022, the top 3 mosquito species caught were *Cx. quinquefasciatus* at 76.8%, followed by *Ae. aegypti* at 19.2% and *Cx. tarsalis* at 2.6%.

Arbovirus testing for West Nile virus (WNV), St. Louis Encephalitis virus (SLEV), and Western equine encephalitis virus (WEEV) continued in September. Laboratory staff tested 872 mosquito samples collected by September 27, 2023. 54 mosquito samples collected in September have tested positive for WNV, 83 for SLEV, and 16 for SLEV/WNV. Positive mosquito samples were collected from Calgro, Cutler, Delft Colony, Dinuba, Exeter, Farmersville, Goshen, Ivanhoe, Orosi, Peral, Seville, South Kings River region, Traver, Visalia, and Woodlake. Additionally, the Tulare County Public Health Department reported 1 confirmed human case of WNV, 3 confirmed human cases of WNV and SLEV co-infection, and 5 probable WNV cases from Visalia, Cutler, and Dinuba. In September 2022, there were 183 WNV positive mosquito samples out of 818 tested.

There were 19 technician and homeowner mosquitofish requests in September and 890 fish were distributed as of September 29, 2023. In September of 2022, there were 7 technician and homeowner mosquitofish requests, and 212 mosquitofish were distributed. A total of 15,557 mosquitofish fry were produced in September 2023. In September of 2022, 1,305 mosquitofish fry were produced.

116 mosquito larvae samples were brought to the laboratory for processing in September. In September of 2022, 91 larvae samples were collected and processed.

Routine maintenance continued during September. Air filters were replaced on the BSL-2/3 HVAC system of the laboratory and the actuator end switch was replaced. Monthly safety checks for fire extinguishers and emergency lights were performed as well as weekly safety showers and eyewash inspections.

The laboratory tested 15 mosquito samples from Tulare Mosquito Abatement District (MAD) and 43 samples collected from Tulare by Vector Disease Control International. Kings MAD has stopped testing with the District for the year.

There were 208 service requests in September.

### 2023 Service Request Summary

<b>2023</b>	<b>Mosquitofish</b>	<b>Inspection</b>	<b>Mosquito</b>	<b>Source</b>	<b>Other</b>	<b>Total</b>
<b>January</b>	0	0	5	0	0	<b>5</b>
<b>February</b>	1	0	4	0	0	<b>5</b>
<b>March</b>	3	0	7	0	1	<b>11</b>
<b>April</b>	12	0	83	0	0	<b>95</b>
<b>May</b>	25	0	122	0	0	<b>147</b>
<b>June</b>	9	0	147	0	0	<b>156</b>
<b>July</b>	10	0	130	0	0	<b>140</b>
<b>August</b>	8	0	134	0	0	<b>142</b>
<b>September</b>	8	0	205	0	0	<b>208</b>
<b>Total</b>	<b>76</b>	<b>0</b>	<b>837</b>	<b>0</b>	<b>1</b>	<b>914</b>

### III. Vector and Disease Surveillance

#### Delta MVCD Summaries

Humans: 1 confirmed human case of WNV, 3 confirmed human cases of WNV and SLEV co-infection, and 5 probable WNV cases.

Birds: No dead birds tested positive in September. So far, 12 dead birds have been tested with 5 positives for WNV in 2023.

Mosquitoes: 872 mosquito samples were tested in September, of which 54 were positive for WNV, 83 positives for SLEV, and 16 positives for WNV and SLEV. So far this year, 6,629 mosquito samples have been tested with 459 samples positive for WNV, 134 positives for SLEV, and 45 positives for both WNV and SLEV.

#### State Surveillance:

Humans: As of September 22, 2023, 153 human cases of WNV from 25 counties and 2 cases of SLEV from 2 counties have been reported so far in 2023. Additionally, there have been 16 asymptomatic WNV blood donors.

Birds: As of September 22, 2023, 654 dead birds from 29 counties have tested positive for WNV in September. So far, 1,641 dead birds have been tested in 2023.

Mosquitoes: As of September 22, 2023, 3,983 mosquito samples from 30 counties have tested positive for WNV. Also, 552 samples from 15 counties have tested positive for

SLEV. So far, 43,322 mosquito samples have been tested for WNV and 39,098 samples for SLEV in 2023.

**V1. Expenditures & Revenues – 2023/24**

Total Budget \$5,068,115,26

EXPENDITURES – July 1, 2023, to September 30, 2023

Salaries	\$938,264.58
Services & Supplies	\$629,009.05
Tax Admin Fee	\$0.00
Capital	\$18,098.88
Long-Term Debt	\$0.00
<b>TOTAL EXPENDITURES</b>	<b>\$1,585,372.51</b>

REVENUE RECEIVED - July 1, 2023– September 30, 2023

July	\$0.00
August	\$39,702.16
September	Unavailable
<b>TOTAL REVENUE TO DATE</b>	<b>\$39,702.16</b>

**IV. Timesheet Summary**

Month	Available Work Hrs	Sick Hrs Used	Total Hrs Avail. For Work	Pct. Of Hrs Avail for Work
July	6,048	129	5,919	97.86
August	6,440	320.4	6,119.60	95.02
September	5,376	150.5	5,225.50	97.2

The District has a vacation policy that requires 24-hour notice 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 expenditures and revenue are not available as of 10/6/2023**

## **7. Quarterly Expense and Revenue Report**

**MONTHLY EXPENSE REPORT 2023-24**

23-24 FY Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Expense	Budget	Carry Over
Manager	18,588.79	18,588.79	18,588.79										55,766.37	223,065.45	167,299.08
Scientific Program Manager	9,641.18	9,641.18	18,799.56										38,081.92	115,694.21	77,612.29
Operations Program Manager	9,641.18	9,641.18	9,641.18										28,923.54	115,694.21	86,770.67
Foreman	7,932.14	7,932.14	7,932.14										23,796.42	100,473.72	76,677.30
Biologist (Mark N)	8,974.43	8,974.43	8,974.43										26,923.29	107,693.10	80,769.81
Biologist (Andrea)	8,974.43	8,974.43	8,974.43										26,923.29	107,693.10	80,769.81
Biologist (Juan Pablo)	7,179.54	7,179.54	7,179.54										21,538.62	86,154.48	64,615.86
Biologist (Vacant )	0.00	0.00	0.00										0.00	91,539.14	91,539.14
Admin Assistant	7,594.16	7,594.16	7,594.16										22,782.48	96,192.66	73,410.18
Admin Analyst	7,902.64	7,902.64	7,902.64										23,707.92	81,859.64	58,151.72
Education & Outreach Coordinator	6,638.09	6,638.09	7,028.56										20,304.74	84,342.74	64,038.00
VC Supervisor	8,069.22	8,069.22	8,069.22										24,207.66	96,830.68	72,623.02
VCT III (1 employee)	6,652.26	6,652.26	6,652.26										19,956.78	79,827.17	59,870.39
VCT III/ Mechanic (2 employees)	11,308.85	11,308.85	11,308.85										33,926.55	143,688.92	109,762.37
Trustee Payroll	1,800.00	0.00	0.00										1,800.00	8,400.00	6,600.00
Longevity	1,925.03	1,925.03	1,925.03										5,775.09	24,945.99	19,170.90
ASE Certificate	250.00	250.00	250.00										750.00	13,000.00	12,250.00
Over-Time	149.84	0.00	0.00										149.84	20,000.00	19,850.16
Laboratory Technician II	3,933.44	4,912.00	4,420.80										13,266.24	82,896.00	69,629.76
Vector Control Technician II (3)	8,731.36	9,547.70	4,666.40										22,945.46	248,688.00	225,742.54
VCT I Extra Help (4)	864.96	5,766.40	3,955.39										10,586.75	50,000.00	39,413.25
Laboratory Tech I (6)	14,541.47	14,909.93	13,734.63										43,186.03	114,365.52	71,179.49
Vector Control Technician I (9)	32,618.19	33,912.12	22,483.83										89,014.14	182,247.57	93,233.43
HTC Tech I (2)	3,376.00	5,936.00	5,364.19										14,676.19	46,693.26	32,017.07
<b>TOTAL WAGES</b>	<b>187,287.20</b>	<b>196,256.09</b>	<b>185,446.03</b>										<b>568,989.32</b>	<b>2,321,985.56</b>	<b>1,752,996.24</b>
Social Security/Medicare	14,390.60	15,082.68	14,749.83										44,223.11	179,149.63	134,926.52
CalPERS - OPEB	0.00	0.00	0.00										0.00	0.00	0.00
MVCAC International Cont.	0.00	2,000.00	0.00										2,000.00	2,000.00	0.00
Retirement - District 14.54% (PEPRA 7.59%)	12,554.85	12,901.16	11,708.94										37,164.95	157,081.04	119,916.09
PERS - UAL	174,395.00	0.00	0.00										174,395.00	209,643.84	35,248.84
Mission Square(formerly ICMA)	948.95	948.95	948.95										2,846.85	15,000.00	12,153.15
Workers' Comp/VCJPA	0.00	91,983.00	0.00										91,983.00	94,972.80	2,989.80
Unemployment (UI)	677.98	1,066.03	613.30										2,357.31	21,600.00	19,242.69
Life/LTD/STD; Dental; Vision; Long Term Care	2,877.33	2,970.90	3,021.73										8,869.96	52,497.30	43,627.34
Health	22,464.29	23,479.09	22,713.72										68,657.10	456,357.03	387,699.93
<b>BENEFITS</b>	<b>228,309.00</b>	<b>150,431.81</b>	<b>53,756.47</b>										<b>432,497.28</b>	<b>1,188,301.64</b>	<b>755,804.36</b>
<b>TOTAL WAGES &amp; BENEFITS</b>	<b>415,596.20</b>	<b>346,687.90</b>	<b>239,202.50</b>										<b>1,001,486.60</b>	<b>3,510,287.20</b>	<b>2,508,800.60</b>
Chemicals	208,008.16	3,239.38	0.00										211,247.54	340,000.00	128,452.46
Uniforms	1,169.70	1,021.13	1,266.18										3,457.01	12,000.00	8,542.99
Laboratory Supplies	29,370.15	2,637.64	1,171.92										33,179.71	90,000.00	56,820.29
Fish Supplies	262.99	1,025.68	1,941.69										3,230.36	11,000.00	7,769.64
Operational Supplies	1,514.77	73.60	0.00										1,588.37	4,000.00	2,411.63



Janitorial Supplies	432.33	280.96	280.96									994.25	5,000.00	4,005.75
Maint Contracts	3,435.12	2,664.71	3,474.26									9,574.09	60,000.00	50,425.91
Bldg/Yard Supplies & Maint	1,347.64	698.20	2,964.80									5,010.64	56,000.00	50,989.36
Vehicle Supplies & Maint	829.74	1,964.41	1,264.79									4,058.94	43,000.00	38,941.06
Sprayer Supplies & Repairs	0.00	1,129.50	58.96									1,188.46	10,500.00	9,311.54
Fuel	5,534.94	16,016.00	11,542.62									33,093.56	80,000.00	46,906.44
Utilities	4,830.84	7,107.16	6,473.71									18,411.71	56,000.00	37,588.29
GPS	859.57	859.57	859.57									2,578.71	12,000.00	9,421.29
Telephone/Cell Phone/Internet	2,450.16	2,101.34	2,119.42									6,670.92	25,000.00	18,329.08
Liability Ins.	0.00	122,884.00	0.00									122,884.00	108,000.00	-14,884.00
Office Supplies	10,609.72	780.58	559.25									11,949.55	32,000.00	20,050.45
Travel	188.45	1,497.48	2,535.67									4,221.60	51,000.00	46,778.40
Dues	0.00	10,500.00	0.00									10,500.00	25,000.00	14,500.00
Safety Supplies	116.00	837.17	0.00									953.17	5,000.00	4,046.83
Subscriptions	7,267.47	861.19	965.07									9,093.73	34,000.00	24,906.27
Advertisements	0.00	0.00	0.00									0.00	2,000.00	2,000.00
Cont. Education	1,416.88	2,973.00	350.00									4,739.88	8,000.00	3,260.12
Professional Services	1,360.00	9,070.00	20,249.04									30,679.04	86,000.00	55,320.96
Public Relations	935.00	6,010.97	40.00									6,985.97	30,000.00	23,014.03
County/Tax Admin Fee	0.00	0.00	0.00									0.00	80,000.00	80,000.00
Misc	51.96	2,220.54	56.95									2,329.45	5,000.00	2,670.55
Name, Logo & Celebration	0.00	0.00	96.24									96.24	6,000.00	5,903.76
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>281,991.59</b>	<b>198,454.21</b>	<b>58,271.10</b>									<b>538,716.90</b>	<b>1,276,500.00</b>	<b>737,483.10</b>
<b>Long Term Debt</b>														
Lease Payment	0.00	0.00	0.00									0.00	117,828.06	117,828.06
<b>TOTAL LONG TERM DEBT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>									<b>0.00</b>	<b>117,828.06</b>	<b>117,828.06</b>
<b>Building Improvements</b>														
Networking & Cabling Upgrade	0.00	0.00	0.00									0.00	33,000.00	33,000.00
Lab HVAC Repair	0.00	0.00	0.00									0.00	10,500.00	10,500.00
Building Project	0.00	0.00	0.00									0.00	42,000.00	42,000.00
<b>TOTAL BUILDING IMPROVEMENTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>									<b>0.00</b>	<b>85,500.00</b>	<b>85,500.00</b>
<b>Capital Items</b>														
Shop Equipment	0.00	0.00	16,131.92									16,131.92	20,000.00	3,868.08
Lab Equipment	0.00	0.00	0.00									0.00	33,000.00	33,000.00
Vehicles	1,909.68	1,909.68	1,966.96									5,786.32	25,000.00	19,213.68
<b>TOTAL CAPITAL</b>	<b>1,909.68</b>	<b>1,909.68</b>	<b>18,098.88</b>									<b>21,918.24</b>	<b>78,000.00</b>	<b>56,081.76</b>
<b>MONTHLY TOTAL:</b>	<b>699,497.47</b>	<b>547,051.79</b>	<b>315,572.48</b>									<b>1,562,121.74</b>	<b>5,068,115.26</b>	<b>3,505,693.52</b>

**MONTHLY REVENUE REPORT 2023-24**

Revenue Source	Description	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total Received	Budget	Balance
4001 Taxes - Current Secured															2,602,883.00	-2,602,883.00
4006 Taxes - Current Unsecured															172,167.00	172,167.00
4008 Taxes - Prior Secured															42,402.00	-42,402.00
4009 Taxes - Prior Unsecured															1,200.00	-1,200.00
4030 Taxes - Supplemental Cur Sec															40,000.00	-40,000.00
4033 Taxes - Supplemental Prior															10,000.00	-10,000.00
4052 Other Taxes - Assessment															1,025,528.00	-1,025,528.00
4055 Taxes - Timber Yield															1.00	-1.00
4060 RDA Residuals															75,000.00	75,000.00
4075 RD H&S 34188 OA															1.00	-1.00
4078 RD H&S 34188 OA															1.00	-1.00
5050 Property Tax Relief															17,918.00	-17,918.00
<b>Total Taxes</b>		<b>0.00</b>	<b>0.00</b>												<b>4,435,606.00</b>	<b>-3,492,767.00</b>
4801 Interest Income															36,000.00	-36,000.00
4069 PT Facilities															307,218.00	-307,218.00
City of Woodlake																
City of Dinuba																
City of Exeter																
City of Farmersville																
City of Lindsay																
City of Visalia																
County Pass Thru																
<b>Total RDA</b>		<b>0.00</b>	<b>0.00</b>												<b>343,218.00</b>	<b>-343,218.00</b>
5400 Current Services (Billing)															1.00	-1.00
5835 Other Revenue															0.00	0.00
5401 Assessment Fee															-71,785.00	71,785.00
5805 Misc. Receipts															235,950.00	-235,950.00
Misc. Revenue	Misc. Rev. posted to County Reports	75.00													75.00	75.00
US Treasury	Refund		30,902.16												30,902.16	30,902.16
Tulare Mosquito Abatement	Deposit - Sample Testing		2,244.00												2,244.00	2,244.00
Kings Mosquito Abatement	Deposit - Sample Testing		6,556.00												6,556.00	6,556.00
US Bank	Cal Card Reimbursement			283.11											283.11	283.11
Navia Benefit Solutions	Refund			104.00											104.00	104.00
Alta Irrigation	Assessment Payment			120.54											120.54	120.54
<b>Misc. Revenue Total</b>		<b>75.00</b>	<b>39,702.16</b>	<b>507.65</b>											<b>-204,450.81</b>	<b>-267,451.19</b>
<b>Total All Revenue</b>		<b>75.00</b>	<b>39,702.16</b>	<b>507.65</b>											<b>4,574,373.19</b>	<b>-4,103,436.19</b>

## **8. Holiday Policy Revision**

# Delta Mosquito and Vector Control District

## — MANUAL of POLICIES —

POLICY TITLE

**Holidays**

POLICY NUMBER

**3004**

3004.1 This policy shall apply to all employees.

3004.2 The following days shall be recognized and observed as paid holidays:

- New Year's Day;
- Martin Luther King, Jr.'s Birthday;
- President's Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Veteran's Day;
- Thanksgiving Day;
- Friday after Thanksgiving Day;
- Afternoon of Christmas Eve Day;
- Christmas Day;
- Workweek between Christmas Day/ New Year's Day;
- Floating Holidays: Two days added to each employee's vacation balance the beginning of each year.

3004.3 All regular work shall be suspended, and employees shall receive one-day's pay for each of the holidays listed above. An employee is eligible for any paid holiday if he/she works the day before and the day after said holiday. Eligibility is also granted if the employee was on vacation or had notified the General Manager and received permission to be absent from work on that specific day or days.

3004.4 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

3004.5 When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

3004.6 If any employee works on any of the holidays listed above, he/she shall be paid for all hours worked at the rate specified by law.

3004.7 Regular part-time employees are not entitled to paid holidays. ~~Temporary employees, paid on an hourly basis shall not be entitled to paid holidays.~~

~~3004.8 Part time employees will be entitled to paid holidays occurring during period of employment.~~

# Delta Mosquito and Vector Control District

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3004.6 If any employee works on any of the holidays listed above, he/she shall be paid for all hours worked at the rate specified by law.

3004.7 **Temporary, seasonal and part-time** employees, paid on an hourly basis shall not be entitled to paid holidays.

~~3004.8 Part-time employees will be entitled to paid holidays occurring during period of employment.~~

**OPTION 2**

## **9. New Uniform Contract**



## CUSTOMER SERVICE AGREEMENT TERMS

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

**PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES.** All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

**TERM AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

**PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAC, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notices or by notation on Customer's Invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

**DEFERRED CHARGE.** Customer's invoices may also include a DEFERRED charge to cover all or portions of certain expenses including:

**D = DELIVERY,** or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

**E = ENVIRONMENTAL,** or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

**F = FUEL,** or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and serving its customers.

**E = ENERGY,** primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

**MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

**Flame Resistant ("FR") Merchandise** supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

**Visibility Merchandise** is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

**Hygiene/Food-Related** Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging<sup>1</sup> is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (<sup>1</sup> Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-uniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

**OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 60 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof, and the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

**MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not release Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.





MIMIX™



# PARTNERSHIP PROPOSAL FOR Delta Mosquito And Vector Control District



# Pricing and Products Rental

Pricing listed here is good for 30 days from date – 05/18/23

**UniFirst**

Item Description	Inventory	Rental Price	Frequency	Total
08MX: Mimx Shirt	264	\$0.34	1	\$89.76
10MX :Mimix Utility Pant	253	\$0.38	1	\$96.14
DEFE (Service Charge)	1	\$10.00	1	\$10.00
Total				\$195.90

# Chemicals and Construction Customer Examples

Rolando Sanchez

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**Armstrong**<sup>®</sup>  
FLOORING

**aggreko**

**ARKEMA**  
INNOVATIVE CHEMISTRY

**BRENNTAG**

**COMFORT SYSTEMS USA**

**ECOLAB**<sup>®</sup>

**Honeywell**

**KOHLER**

**KONECRANES**<sup>®</sup>

**OMNOVA**  
SOLUTIONS INC.

**OWENS CORNING**<sup>®</sup>

**PPG**

**PVS Chemicals, Inc.**

**Shaw**  
FLOORS

Rolando Sanchez

Rolando\_Sanchez@unifirst.com

559-308-2236

# Thank you.

UniFirst, with our 260 service facilities and 14,000 employee Team Partners located throughout North America, looks forward to partnering with you for many years to come.

**UniFirst**  
UNIFORMS SERVICES SOLUTIONS



# Pricing and Products Rental

Pricing listed here is good for 30 days from date – 05/18/23

**UniFirst**

Item Description	Inventory	Rental Price	Frequency	Total
8581: Terry Towels	25	\$0.15	1	\$3.75
Linen Maintenance	1	\$0.99	1	\$0.99
8586: Bath Towels	10	\$0.75	1	\$7.50
Linen Maintenance	1	\$1.60	1	\$1.60
8023: Shop Towels	50	\$0.15	1	\$7.50
Linen Maintenance	1	\$1.50	1	\$1.50
76GI: 3x10 Mat	2	\$5.00	1	\$10.00
76GC: 4x6 Mat	4	\$4.00	1	\$16.00
5388: Scraper 3x5	1	\$1.33	1	\$1.33
Total				\$50.17

Rolando Sanchez

Rolando\_Sanchez@unifirst.com

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# Thank you.

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**PRICE COMPARISON**

**LINENS**

<b>UniFirst</b>	Terry Towels	Bath Towels	Shop Towels	3x10 Mat	4x6 Mat	3x5 scraper	Wkly Total
Linens	.15 per pc	.75 per pc	.15 per pc	5.00 per mat	4.00 per mat	1.33	50.17

<b>Mission Linen</b>	Terry Towels	Bath Towels	Shop Towels	3x10 Mat	4x6 Mat	3x5 scraper	Wkly Total
Linens	.22 per pc	.23 per pc	.10 per pc	5.94 per mat	4.38 per mat	2.34	70.24

**UNIFORMS**

<b>UniFirst</b>	Shirts	Pants	Wkly Rate Shirts	Wkly Rate Pants			Wkly Total
Uniforms	.34 per pc	.38 per pc	112.20	125.40			237.60

<b>Mission Linen</b>	Shirts	Pants	Wkly Rate Shirts	Wkly Rate Pants			Wkly Total
Uniforms	.30 per pc	.30 per pc	99.00	99.00			198.00

## **10. Board of Trustees Member Comments**

## **11. Future Agenda Items**

## **12. Adjournment**