

**CONSOLIDATED MOSQUITO ABATEMENT DISTRICT**  
13151 E. Industrial Dr., Parlier, CA 93648

**TELECONFERENCE DIAL-IN NUMBER**  
**(508)924-5256**

**- or -**

**VIDEO CONFERENCE**  
**<https://join.freeconferencecall.com/cmad>**  
**Online meeting ID: cmad**

**AGENDA**

**BOARD OF TRUSTEES MEETING 1:00 PM**

**October 18, 2021**

1. **ROLL CALL:**
2. **INTRODUCTION OF VISITORS:**  
The public may address the Board on each agenda item during consideration of that item.
3. **PUBLIC COMMENTS:**  
This is an opportunity for public comment on non-agenda items. The President reserves the right to limit the duration of each speaker to five (5) minutes. It is the policy of the Board not to answer any questions impromptu.
4. **AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF THE BOARD:**  
Consider finding by a majority vote under Gov. Code Sec. 54953, subd. (e)(1)(B) that as a result of the COVID-19 emergency: (i) meeting of the Board of Trustees in person would present imminent risks to the health or safety of attendees; and (ii) the meeting is authorized to be held by teleconference pursuant to Gov. Code, Sec. 54953, subd. (e)(1)(C).
5. **APPROVAL OF SEPTEMBER MINUTES:**
6. **APPROVAL OF SEPTEMBER PAYROLL:**
7. **APPROVAL OF SEPTEMBER BILLS:**

8. **SALE OF SURPLUS VEHICLES:**

The Board will open bids received and consider the sale of one 2004 Chevrolet Colorado 4WD truck, one 2005 Ford Ranger 4WD truck, one 2007 Chevrolet Colorado 4WD truck and two 2009 Chevrolet Colorado 4WD trucks.

9. **POLICY FOR CERTIFYING RESOLUTIONS AND MEETING MINUTES:**

A resolution establishing a policy for signing and certifying Board resolutions and Board meeting minutes will be presented for approval.

10. **COVID-19 VACCINATION POLICY:**

A resolution adopting a COVID-19 vaccination policy will be presented for approval.

11. **AGREEMENT FOR LEGAL SERVICES:**

An agreement for legal services with the law firm of Lozano Smith, LLP, that reflects an increase in rates for legal services will be presented for approval.

12. **QUARTERLY INVESTMENT REPORT:**

The investment report for the quarter ending September 30, 2021, will be presented.

13. **TRUSTEE TERM EXPIRATION:**

The current terms of trustees Brisendine and Lockhart will expire on December 31, 2021.

14. **MEETING REPORTS:**

Reports on District participation at authorized meetings will be given by those who attended.

15. **BOARD GENERAL DISCUSSION:**

This is an opportunity for Board Members to ask questions for clarification, provide information to staff, request staff to report back on a matter or direct staff to place a matter on a subsequent agenda.

16. **STAFF REPORTS:**

This is an opportunity for staff to report on District activities.

17. **ADJOURNMENT:**

**MINUTES OF THE BOARD OF TRUSTEES OF  
THE CONSOLIDATED MOSQUITO ABATEMENT DISTRICT  
SEPTEMBER 20, 2021**

The regular meeting of the Board of Trustees of the Consolidated Mosquito Abatement District was held at the District Office, in Parlier, and by teleconference at 1:00 PM on September 20, 2021.

**1. Roll Call:**

**Trustees Present at the Parlier Office:**

Tok Fukuda	Kingsburg
Joe Reyna	Parlier
Bruce Taylor	County of Fresno

**Trustees Present by Teleconference:**

Peggy Brisendine	Fresno
Pete Esraelian	Selma
Mary Anne Hill	County of Fresno
Charles Lockhart	Orange Cove
Dan Munk	Reedley
Karen Steinhauer	Sanger
Jennifer Willems	Clovis

**Trustees Absent:**

David Cardenas	Fowler
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**Others Present at the Parlier Office:**

Steve Mulligan	District Manager
Karan Cox	Office Administrator

**Others Present by Teleconference:**

Amy Garcia

**2. President Fukuda called the meeting to order at 1:06 PM:** President Fukuda welcomed Jennifer Willems, newly appointed trustee from the City of Clovis, to the Board.

**3. Public Comments:** None.

**4. Approval of August Minutes:** A motion was made by Trustee Esraelian, seconded by Trustee Brisendine and passed by 8 – 0 – 2 – 1 roll call vote (Reyna, Willems abstain, Cardenas absent) to approve the minutes of the August 16, 2021, Board meeting.

- 5. **Approval of August Payroll:** A motion was made by Trustee Reyna, seconded by Trustee Taylor and passed by 9 – 0 – 1 – 1 roll call vote (Willems abstain, Cardenas absent) to approve the August payroll checks having District numbers, 26465, 26499 – 26540, 26554 – 26596 and 26609 in the total amount of \$157,553.90.
  
- 6. **Approval of August Bills:** A motion was made by Trustee Taylor, seconded by Trustee Hill and passed by 10 – 0 – 1 roll call vote (Cardenas absent) to approve the August commercial checks having District numbers, 26537 – 26538, 26541 – 26553, 26592 – 26593 and 26597 – 26634 in the total amount of \$161,834.35.
  
- 7. **Disposition of Surplus Vehicles:** A motion was made by Trustee Taylor, seconded by Trustee Reyna and passed by 10 – 0 – 1 roll call vote (Cardenas absent) to declare as surplus property and sell one 2004 Chevrolet Colorado 4WD truck (VIN 1GCDT146548137584) and one 2005 Ford Ranger 4WD truck (VIN 1FTYR11E65PB07223).
  
- 8. **Sale of Surplus Vehicles:** Three of six surplus trucks approved for sale on August 16, 2021, were not sold, including one 2007 Chevrolet Colorado 4WD truck and two 2009 Chevrolet Colorado 4WD trucks. A motion was made by Trustee Reyna, seconded by Trustee Taylor and passed by a 10 – 0 – 1 roll call vote (Cardenas absent) to set a minimum bid price for each vehicle and to advertise for sale by sealed bids to the highest bidders the following five surplus vehicles:
 

2004 Chevrolet Colorado	VIN 1GCDT146548137584	\$3,750.00 minimum
2005 Ford Ranger	VIN 1FTYR11E65PB07223	\$4,250.00 minimum
2007 Chevrolet Colorado	VIN 1GCDT14E978206935	\$4,250.00 minimum
2009 Chevrolet Colorado	VIN 1GCDT14E898145466	\$4,750.00 minimum
2009 Chevrolet Colorado	VIN 1GCDT14EX98146604	\$4,750.00 minimum
  
- 9. **Review of District Investment Policy:** The Board reviewed the District Investment Policy. A motion was made by Trustee Taylor, seconded by Trustee Lockhart and passed by a 10 – 0 – 1 roll call vote (Cardenas absent) to approve the Investment Policy without amendment.
  
- 10. **District Participation at Meeting:** A motion was made by Trustee Hill, seconded by Trustee Lockhart and passed by a 6 – 4 - 1 roll call vote (Reyna, Taylor, Steinhauer, Willems opposed, Cardenas absent) to approve and authorize Superintendent of Operations Holeman and Science Education Coordinator Ramirez to attend the Entomological Society of America annual conference in Denver, CO on October 31 – November 3, 2021.

11. **COVID-19 Prevention Program:** A motion was made by Trustee Lockhart, seconded by Trustee Munk and passed by 9 – 1 – 1 roll call vote (Taylor opposed, Cardenas absent) to direct Manager Mulligan to develop a COVID-19 vaccination policy for review by the Board.
  
12. **Collaboration in Study of Novel Control Technique:** Manager Mulligan reported on interest from and discussions with Oxitec Ltd on potential District participation in a study to evaluate their novel mosquito control strategy under an Experimental Use Permit.
  
13. **CalPERS Actuarial Valuation:** The District’s CalPERS Miscellaneous Plan and PEPRM Miscellaneous Plan annual actuarial valuation reports as of June 30, 2020 were presented to the Board for review.
  
14. **Board General Discussion:** President Fukuda reported that escrow closed on September 8, 2021, for the sale and transfer of the Reedley depot property to Samuel and Valerie Escobar.
  
15. **Staff Reports:** A Program Report on current activities was provided to the Board.  
  
The Manager extended the thankfulness and gratitude of all District employees to the Board for the employee appreciation luncheon that was approved by the Board.
  
16. **Adjournment:** The meeting was adjourned at 2:59 PM. The next Board meeting will be held on Monday, October 18, 2021.

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Mary Anne Hill  
Vice President/Secretary

**Consolidated Mosquito Abatement District**  
**Payroll Expenses**  
**September 2021**

<b>Check #</b>	<b>Gross Pay</b>	<b>Net Pay</b>	<b>Payee</b>	<b>Description</b>
26635	\$2,603.50	\$1,750.74	Amy Garcia	Full-Time Employee
26636	\$1,536.00	\$1,172.16	Anita Munoz	Seasonal Employee
26637	\$752.00	\$663.25	Arthur Velasco	Seasonal Employee
26638	\$2,861.00	\$1,936.22	Brittany Deegan	Full-Time Employee
26639	\$1,540.00	\$1,278.05	Capital Moua	Seasonal Employee
26640	\$1,540.00	\$1,278.05	Cheng Vang	Seasonal Employee
26641	\$2,861.00	\$2,064.46	Chris Monis	Full-Time Employee
26642	\$1,628.00	\$1,468.50	Clarita Ramblas	Seasonal Employee
26643	\$2,417.00	\$1,729.80	Conner Schaak	Full-Time Employee
26644	\$1,105.50	\$942.22	David Rodriguez	Seasonal Employee
26645	\$3,086.50	\$2,247.21	Derek Hill	Full-Time Employee
26646	\$2,631.00	\$1,813.83	Devon Cornel	Full-Time Employee
26647	\$2,095.88	\$1,629.75	Donald McNiel	Seasonal Employee
26648	\$1,628.00	\$1,260.49	Eric Ferguson	Seasonal Employee
26649	\$2,861.00	\$2,139.82	Gha Vang	Full-Time Employee
26650	\$1,085.00	\$997.57	Heidi Hubbard	Seasonal Employee
26651	\$1,472.25	\$1,255.84	Jacob Uribe	Seasonal Employee
26652	\$1,392.00	\$1,160.21	Jason Blackmon	Seasonal Employee
26653	\$132.00	\$121.89	Jesse Hernandez	Seasonal Employee
26654	\$4,698.00	\$3,001.74	Jodi Holeman	Full-Time Employee
26655	\$2,861.00	\$1,692.64	Jose Moreno	Full-Time Employee
26656	\$2,417.00	\$1,696.49	Jovana Benavides	Full-Time Employee
26657	\$1,360.00	\$1,136.06	Justin Lor	Seasonal Employee
26658	\$3,154.00	\$2,250.08	Karan Cox	Full-Time Employee
26659	\$3,947.50	\$2,459.94	Katherine Ramirez	Full-Time Employee
26660	\$1,332.00	\$1,230.10	Lewis Nunes	Seasonal Employee
26661	\$1,540.01	\$1,272.38	Melissa Thies	Seasonal Employee
26662	\$2,200.00	\$1,802.84	Michael Scotty Dunn	Seasonal Employee
26663	\$1,540.00	\$1,272.37	Ricardo Garcia	Seasonal Employee
26664	\$1,560.00	\$1,231.13	Robert Martinez	Seasonal Employee
26665	\$1,540.00	\$1,367.30	Roger Vang	Seasonal Employee
26666	\$624.00	\$527.26	Ronnie Blunt	Seasonal Employee
26667	\$6,600.00	\$4,395.34	Steve Mulligan	Full-Time Employee
26668	\$1,706.25	\$1,286.81	Tracy Autrey	Seasonal Employee
26669	\$1,540.00	\$1,272.37	Tuacheng Vang	Seasonal Employee
26683	\$2,603.50	\$1,750.75	Amy Garcia	Full-Time Employee
26684	\$1,668.00	\$1,261.52	Anita Munoz	Seasonal Employee
26685	\$1,400.00	\$1,166.24	Arthur Velasco	Seasonal Employee
26686	\$2,861.00	\$1,936.24	Brittany Deegan	Full-Time Employee
26687	\$266.88	\$246.47	Capital Moua	Seasonal Employee

**Consolidated Mosquito Abatement District**  
**Payroll Expenses**  
**September 2021**

<b>Check #</b>	<b>Gross Pay</b>	<b>Net Pay</b>	<b>Payee</b>	<b>Description</b>
26688	\$262.50	\$242.41	Cheng Vang	Seasonal Employee
26689	\$2,861.00	\$2,064.23	Chris Monis	Full-Time Employee
26690	\$1,628.01	\$1,468.49	Clarita Ramblas	Seasonal Employee
26691	\$2,417.00	\$1,729.78	Conner Schaak	Full-Time Employee
26692	\$1,509.75	\$1,249.77	David Rodriguez	Seasonal Employee
26693	\$3,086.50	\$2,246.99	Derek Hill	Full-Time Employee
26694	\$2,631.00	\$1,813.82	Devon Cornel	Full-Time Employee
26695	\$1,978.00	\$1,545.78	Donald McNeil	Seasonal Employee
26696	\$1,480.00	\$1,146.28	Eric Ferguson	Seasonal Employee
26697	\$2,861.00	\$2,139.59	Gha Vang	Full-Time Employee
26698	\$1,716.00	\$1,459.13	Jacob Uribe	Seasonal Employee
26699	\$220.00	\$203.17	Jason Blackmon	Seasonal Employee
26700	\$618.75	\$571.42	Jesse Hernandez	Seasonal Employee
26701	\$4,698.00	\$3,000.82	Jodi Holeman	Full-Time Employee
26702	\$2,861.00	\$1,692.43	Jose Moreno	Full-Time Employee
26703	\$2,417.00	\$1,696.47	Jovana Benavides	Full-Time Employee
26704	\$255.00	\$235.50	Justin Lor	Seasonal Employee
26705	\$3,154.00	\$2,250.07	Karan Cox	Full-Time Employee
26706	\$3,947.50	\$2,460.87	Katherine Ramirez	Full-Time Employee
26707	\$1,332.00	\$1,230.11	Lewis Nunes	Seasonal Employee
26708	\$1,540.00	\$1,272.37	Melissa Thies	Seasonal Employee
26709	\$2,200.00	\$1,802.84	Michael Scotty Dunn	Seasonal Employee
26710	\$1,540.00	\$1,272.37	Ricardo Garcia	Seasonal Employee
26711	\$1,672.13	\$1,310.65	Robert Martinez	Seasonal Employee
26712	\$280.00	\$258.58	Roger Vang	Seasonal Employee
26713	\$1,716.00	\$1,287.81	Ronnie Blunt	Seasonal Employee
26714	\$6,600.00	\$4,395.10	Steve Mulligan	Full-Time Employee
26715	\$1,496.63	\$1,144.81	Tracy Autrey	Seasonal Employee
26716	\$1,242.50	\$1,046.72	Tuacheng Vang	Seasonal Employee
<b>Total</b>	<b>\$142,868.04</b>	<b>\$105,404.51</b>		

**Consolidated Mosquito Abatement District  
Payroll Expenses  
September 2021**

**Employee Deductions and Liabilities**

Check #	Amount	Payee	Description
26670	\$2,303.37	EDD	State Income Tax
26671	\$12,089.26	CMAD	Federal, Social Security, Medicare
26672	\$3,686.29	CalPERS	Retirement
26673	\$689.00	ICMA	457K Retirement
26674	\$100.00	Valley First Credit Union	Credit Union
26717	\$2,236.48	EDD	State Income Tax
26718	\$11,443.14	CMAD	Federal, Social Security, Medicare
26719	\$3,777.88	CalPERS	Retirement
26720	\$689.00	ICMA	457K Retirement
26721	\$100.00	Valley First Credit Union	Credit Union
26727	\$197.68	Aflac	Disability Insurance
26728	\$151.43	Mutual of Omaha	Life Insurance
Total Deductions	<b>\$37,463.53</b>		
Total Net Pay	<b>\$105,404.51</b>		
Total Gross Pay	<b>\$142,868.04</b>		



**Consolidated Mosquito Abatement District  
Maintenance and Operations Expenses  
September 2021**

**Bank of the West Checks**

<b>Check #</b>	<b>Amount</b>	<b>Payee</b>	<b>Description</b>
26671	\$5,664.26	CMAD	District Social Security & Medicare
26672	\$4,446.10	CalPERS	District Retirement
26675	\$2,506.42	Carson Trailer	Final Payment on New Trailer
26676	\$907.88	Central California VCJPA	Dental / Vision Premium
26677	\$2,800.64	PG&E	Heat Light Power
26678	\$36.35	Republic Services	Disposal
26679	\$11,491.71	SDRMA	Health Insurance Premium
26680	\$105.23	SoCal Gas	Heat
26681	\$300.00	Streamline	Education & Publicity
26682	\$1,773.88	Verizon Wireless	Cell Phones & Tablets
26718	\$5,296.12	CMAD	District Social Security & Medicare
26719	\$4,555.96	CalPERS	District Retirement
26722	\$197.12	AT&T	Telephone
26723	\$73.98	California Water Service	Water - Selma
26724	\$41.95	DoorKing, Inc.	Gate Service
26725	\$659.41	City of Parlier	Water Sewer Disposal
26726	\$151.31	PG&E	Heat Light Power
26728	\$106.40	Mutual of Omaha	Life Insurance
26729	\$11,961.10	Adapco, Inc.	Insecticides
26730	\$300.00	All-Pro Janitorial	Janitorial Services
26731	\$882.85	AT&T	Internet
26732	\$258.88	AT&T	Telephone
26733	\$288.68	Battery Systems	Batteries
26734	\$2,660.78	CitiBusiness Card	Meetings & Travel / Education & Publicity
26735	\$100.11	FedEx	Mosquito Sample Shipping
26736	\$90.78	Home Depot	Shop Supplies
26737	\$461.82	Kimball Midwest	Shop Supplies
26738	\$235.44	Lee's Service	Tires
26739	\$254.75	Matson Alarm	Alarm Systems
26740	\$541.04	Mission Uniform Service	Uniforms & Safety
26741	\$1,254.00	MVCAC	Mosquito Sample Testing
26742	\$111.67	Napa	Repair Parts
26743	\$123.46	Nelson's Ace Hardware	Fish Supplies / Field Equip / Shop Supplies
26744	\$308.36	O'Reilly Auto Parts	Repair Parts
26745	\$88.40	Office Depot	Office Supplies
26746	\$400.00	Ono's Auto Repair	Smog Tests
26747	\$251.43	PBM Supply Mfg Inc.	Field Equipment
26748	\$1,512.29	Praxair	Dry Ice
26749	\$115.53	City of Sanger	Water Sewer Disposal
26750	\$95.20	Starace Mechanical Heating & AC A/C Repair	

**Consolidated Mosquito Abatement District  
Maintenance and Operations Expenses  
September 2021**

<b>Check #</b>	<b>Amount</b>	<b>Payee</b>	<b>Description</b>
26751	\$6,932.45	Target Specialty Products	Insecticides
26752	\$11,195.90	Wex Bank - Valero	Fuel
26753	\$757.34	Western Scientific Company	Microscope Repair & Maintenance
26754	\$101.65	Wizix Technology Group	Copier Maintenance & Repair
<b>Total</b>	<b>\$82,398.63</b>		

**County of Fresno Checks**

<b>Check #</b>	<b>Amount</b>	<b>Payee</b>	<b>Description</b>
295066	\$103,699.29	Consolidated Mosquito	Transfer funds to checking
295067	\$79,827.96	Consolidated Mosquito	Transfer funds to checking
295068	\$41,739.42	Consolidated Mosquito	Transfer funds to checking
	<b>\$225,266.67</b>		

**Summary of September Expenses**

September 2021 Salaries & Wages	<b>\$142,868.04</b>
September 2021 Maintenance & Operations	\$82,398.63
<b>Total September 2021 Expenditures</b>	<b>\$225,266.67</b>

## Consolidated Mosquito Abatement District Monthly Expenditures

ACCOUNT NUMBER	ACCOUNT NAME	BUDGET FY 2021/2022	SPENT TO DATE	BALANCE SEP 30, 2021
<b><u>SALARIES, WAGES &amp; EMPLOYEE BENEFITS</u></b>				
6101-01	Salaried Wages	\$1,150,000.00	\$261,191.00	\$888,809.00
6101-06	Hourly Wages & Extra Help	\$615,000.00	\$206,223.34	\$408,776.66
6101-02	FICA Employers Contribution	\$135,000.00	\$38,683.79	\$96,316.21
6101-03	Unemployment Insurance	\$24,000.00	\$1,549.21	\$22,450.79
6101-04	Retirement District's Payment	\$150,000.00	\$27,889.26	\$122,110.74
6101-05	Group Health Insurance	\$260,000.00	\$48,569.59	\$211,430.41
6101-07	Pre-Employment & Misc. Expenses	\$8,000.00	\$35.00	\$7,965.00
	<b>TOTALS</b>	<b>\$2,342,000.00</b>	<b>\$584,141.19</b>	<b>\$1,757,858.81</b>
<b><u>OPERATING &amp; MAINTENANCE SUPPLIES &amp; EXPENSE</u></b>				
6102-01	Insecticides & Herbicides	\$400,000.00	\$162,283.93	\$237,716.07
6102-02	Power Spray & Field Equipment	\$25,000.00	\$1,947.27	\$23,052.73
6102-03	Misc Operating Supplies & Expense	\$6,000.00	\$592.80	\$5,407.20
6102-04	Fish Program	\$10,000.00	\$381.44	\$9,618.56
6102-05	Building & Ground Maintenance	\$40,000.00	\$5,082.45	\$34,917.55
6102-06	Airplane Expense	\$3,000.00	\$0.00	\$3,000.00
	<b>TOTALS</b>	<b>\$484,000.00</b>	<b>\$170,287.89</b>	<b>\$313,712.11</b>
<b><u>MOTOR VEHICLE SUPPLIES &amp; EXPENSE</u></b>				
6103-01	Fuel & Lubricants	\$150,000.00	\$45,283.85	\$104,716.15
6103-02	Repairs & Shop Tools	\$45,000.00	\$4,463.16	\$40,536.84
6103-03	Tires & Batteries	\$12,000.00	\$1,220.39	\$10,779.61
	<b>TOTALS</b>	<b>\$207,000.00</b>	<b>\$50,967.40</b>	<b>\$156,032.60</b>
<b><u>UTILITIES &amp; COMMUNICATIONS</u></b>				
6104-01	Heat, Light & Power	\$40,000.00	\$9,373.44	\$30,626.56
6104-04	Water Sewer & Disposal	\$18,000.00	\$3,604.76	\$14,395.24
6105-01	Telephone	\$22,000.00	\$5,674.02	\$16,325.98
6105-02	Cellular Phones	\$22,000.00	\$4,195.09	\$17,804.91
	<b>TOTALS</b>	<b>\$102,000.00</b>	<b>\$22,847.31</b>	<b>\$79,152.69</b>
<b><u>OFFICE SUPPLIES &amp; EXPENSE</u></b>				
6106-02	Postage, Printing & Stationery	\$6,000.00	\$304.26	\$5,695.74
6106-04	Repairs & Maintenance	\$6,000.00	\$313.93	\$5,686.07
6106-05	Misc Office Supplies	\$13,000.00	\$1,534.23	\$11,465.77
6106-06	Office Equipment & Furniture	\$8,000.00	\$3,391.13	\$4,608.87
	<b>TOTALS</b>	<b>\$33,000.00</b>	<b>\$5,543.55</b>	<b>\$27,456.45</b>
<b><u>INSURANCE</u></b>				
6107-01	Liability, Property & Auto	\$87,000.00	\$78,740.00	\$8,260.00
6107-02	Workers Compensation	\$76,000.00	\$67,751.00	\$8,249.00
	<b>TOTALS</b>	<b>\$163,000.00</b>	<b>\$146,491.00</b>	<b>\$16,509.00</b>

## Consolidated Mosquito Abatement District Monthly Expenditures

ACCOUNT NUMBER	ACCOUNT NAME	BUDGET FY 2020/2021	SPENT TO DATE	BALANCE SEP 30, 2021
<b><u>TRAVEL &amp; SUBSISTENCE EXPENSE</u></b>				
6108-01	Meetings & Travel Allowance	\$50,000.00	\$2,772.00	\$47,228.00
6108-02	Trustee Allowance	\$1,000.00	\$0.00	\$1,000.00
6108-03	Meal Allowance	\$5,000.00	\$893.38	\$4,106.62
	<b>TOTALS</b>	<b>\$56,000.00</b>	<b>\$3,665.38</b>	<b>\$52,334.62</b>
<b><u>MISCELLANEOUS EXPENDITURES</u></b>				
6109-01	Rent: Land, Buildings and Equipment	\$2,000.00	\$0.00	\$2,000.00
6109-02	Dues, Subscriptions and Fees	\$28,000.00	\$13,239.99	\$14,760.01
6109-03	Education & Publicity	\$30,000.00	\$1,746.59	\$28,253.41
6109-04	Accounting	\$14,000.00	\$0.00	\$14,000.00
6109-05	Legal	\$14,000.00	\$2,448.00	\$11,552.00
6109-06	County Service Charge	\$0.00	\$0.00	\$0.00
6109-07	Uniforms, Safety Apparel & Equipment	\$30,000.00	\$4,775.33	\$25,224.67
6109-08	Surveillance & Research	\$50,000.00	\$19,343.10	\$30,656.90
6109-09	Other Miscellaneous Expenditures	\$20,000.00	\$231.84	\$19,768.16
6109-10	GIS & GPS	\$60,000.00	\$11,472.72	\$48,527.28
	<b>TOTALS</b>	<b>\$248,000.00</b>	<b>\$53,257.57</b>	<b>\$194,742.43</b>
<b>TOTAL OPERATIONAL EXPENDITURES</b>		<b>\$3,635,000.00</b>	<b>\$1,037,201.29</b>	<b>\$2,597,798.71</b>
<b><u>CAPITAL OUTLAY</u></b>				
6110-01	Office & Lab Furniture & Equipment	\$15,000.00	\$0.00	\$15,000.00
6110-02	Auto Equipment	\$300,000.00	\$0.00	\$300,000.00
6110-03	Shop Equipment	\$10,000.00	\$0.00	\$10,000.00
6110-04	Field Equipment	\$20,000.00	\$5,106.42	\$14,893.58
6110-05	Building & Ground Improvement	\$50,000.00	\$0.00	\$50,000.00
6110-06	Loan & Lease Purchase Payments	\$290,000.00	\$0.00	\$290,000.00
	<b>TOTAL CAPITAL OUTLAY EXPENDITURES</b>	<b>\$685,000.00</b>	<b>\$5,106.42</b>	<b>\$679,893.58</b>
<b>TOTAL EXPENDITURES</b>		<b>\$4,320,000.00</b>	<b>\$1,042,307.71</b>	<b>\$3,277,692.29</b>
<b><u>SPECIAL PROJECTS RESERVE</u></b>		<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$250,000.00</b>
<b><u>CONTINGENT LIABILITY RESERVE</u></b>		<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>
<b><u>BUILDING RESERVE</u></b>		<b>\$900,000.00</b>	<b>\$0.00</b>	<b>\$900,000.00</b>
<b><u>EQUIPMENT RESERVE</u></b>		<b>\$400,000.00</b>	<b>\$0.00</b>	<b>\$400,000.00</b>
<b><u>GENERAL RESERVE</u></b>		<b>\$3,978,000.00</b>	<b>\$0.00</b>	<b>\$3,978,000.00</b>
	<b>TOTAL RESERVES</b>	<b>\$5,828,000.00</b>	<b>\$0.00</b>	<b>\$5,828,000.00</b>
<b>TOTAL EXPENDITURES AND RESERVES</b>		<b>\$10,148,000.00</b>	<b>\$1,042,307.71</b>	<b>\$9,105,692.29</b>

**Consolidated Mosquito Abatement District  
Monthly Expenditures**

<b>FRESNO COUNTY ACCOUNT- BANK OF THE WEST</b>	
<b>CASH ON HAND, AUGUST 31, 2021</b>	<b>\$5,300,091.48</b>
PROPERTY TAXES WITHHELD BY FRS COUNTY	\$0.00
SEPTEMBER REVENUE	\$51,529.11
SEPTEMBER INTEREST	\$24,334.80
TAXES - FRESNO COUNTY / KINGS COUNTY	\$11,016.61
TOTAL REVENUE FOR SEPTEMBER	<u>\$86,880.52</u>
<b>SUB-TOTAL</b>	<b>\$5,386,972.00</b>
COUNTY ADMIN COST FOR FY WITHHELD BY COUNTY	\$0.00
MONEY TRANSFERRED TO CHECKING	<u>(\$225,266.67)</u>
<b>CASH ON HAND, SEPTEMBER 30, 2021</b>	<b>\$5,161,705.33</b>

<b>YEARLY REVENUE THROUGH 08-31-21</b>	<b>\$44,119.94</b>
SEPTEMBER REVENUE	<u>\$86,880.52</u>
<b>YEARLY REVENUE THROUGH 09-30-21</b>	<b>\$131,000.46</b>

<b>CMAD CHECKING ACCOUNT - BANK OF THE WEST</b>	
<b>CASH ON HAND, AUGUST 31, 2021</b>	<b>\$135,000.00</b>
MONEY TRANSFERRED FROM FRS CO ACCT	\$225,266.67
SEPTEMBER EXPENDITURES	<u>(\$225,266.27)</u>
<b>CASH ON HAND, SEPTEMBER 30, 2021</b>	<b>\$135,000.40</b>

<b>SAVINGS ACCOUNT- CITIBANK</b>	
<b>CASH ON HAND, AUGUST 31, 2021</b>	<b>\$14,113.45</b>
INTEREST EARNED FOR SEPTEMBER	<u>\$0.58</u>
<b>CASH ON HAND, SEPTEMBER 30, 2021</b>	<b>\$14,114.03</b>

STEVE MULLIGAN - XXXX-XXXX-XXXX

Statement Balance: \$2,660.78  
 Last Payment Amount: \$5,795.99  
**Minimal Payment Due on 11/02/21: \$39.00**  
 Statement/Closing Date: 10/08/2021

6109-03 288.99  
 6106-05 101.44  
 6108-01 1692.00  
 6103-02 146.75  
 6102-04 228.00  
 6106-02 61.60  
 6108-03 142.00  


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 2660.78

**ACCOUNT SUMMARY**

Previous Balance \$5,795.99  
 Payments, Credits, and Adjustments \$5,795.99  
 Purchases \$2,660.78  
 Cash Advances \$0.00  
 Fees \$0.00  
 Interest Charges \$0.00  
**New Balance \$2,660.78**

**QUICK REFERENCE**

Minimum Payment **\$39.00**  
 New Balance **\$2,660.78**  
 Payment Due Date **11/02/2021**  
 Business Credit Line \$50,900.00  
 Cash Advance Line \$21,500.00  
 Available Credit Line \$48,239.00  
 Available Cash Advance Line \$21,500.00

**STATEMENT MESSAGES**

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 10/26/2021 to allow enough time for regular mail to reach us.

**FINANCE CHARGE SUMMARY**

	Nominal APR	Periodic Finance Change	Transaction Fee/Interest Change
Purchases (Standard Purch)	21.240%	\$0.00	\$0.00
Cash Advances (Standard Adv)	21.240%	\$0.00	\$0.00
<b>TOTAL Interest Charge</b>	<b>\$0.00</b>		

**BUSINESS PAYMENTS, CREDITS, AND ADJUSTMENTS**

Post Date	Description	Amount
09/23	ONLINE PAYMENT, THANK YOU	(\$5,795.99)

**CARDHOLDER SUMMARY**

Cardholder	Account Number (Last 4 digits)	Employee Credit Line	Employee Cash Advance Line	Total Activity Amount
FRED S MULLIGAN		\$15,100	\$0	\$2,660.78


Transaction Date:	Post Date:	Description:	Charged to:	Amount:
10/01	10/01	MCCLATCHY ADVERTISING 9163211682 CA <i>Fresno Bee Ad to sell vehicles</i>	Standard Purch	\$168.75 <i>6109-03</i>
09/30	09/30	CRAIGSLIST.ORG 415-399-5200 CA <i>Vehicles for sale ad</i>	Standard Purch	\$5.00 <i>6109-03</i>
09/30	09/30	CRAIGSLIST.ORG 415-399-5200 CA <i>Vehicles for sale ad</i>	Standard Purch	\$5.00 <i>6109-03</i>
09/30	09/30	CRAIGSLIST.ORG 415-399-5200 CA <i>Vehicles for sale ad</i>	Standard Purch	\$5.00 <i>6109-03</i>
09/30	09/30	CRAIGSLIST.ORG 415-399-5200 CA <i>Vehicles for sale ad</i>	Standard Purch	\$5.00 <i>6109-03</i>
09/30	09/30	CRAIGSLIST.ORG 415-399-5200 CA <i>Vehicle for sale ad</i>	Standard Purch	\$5.00 <i>6109-03</i>
09/24	09/24	MSFT * E0700G2OWH MSBILL.INFO WA <i>Microsoft account</i>	Standard Purch	\$82.50 <i>6106-05</i>
09/23	09/23	FSP*ENTOMOLOGICAL SOCI 301-731-4535 MD <i>ESA Membership dues</i>	Standard Purch	\$151.00 <i>6108-01</i>
09/23	09/23	FSP*ENTOMOLOGICAL SOCI 301-731-4535 MD <i>ESA Membership dues</i>	Standard Purch	\$151.00 <i>6108-01</i>
09/23	09/23	FSP*ENTOMOLOGICAL SOCI 301-731-4535 MD <i>ESA Annual Meeting Registration</i>	Standard Purch	\$695.00 <i>6108-01</i>
09/23	09/23	FSP*ENTOMOLOGICAL SOCI 301-731-4535 MD <i>ESA Annual Meeting Registration</i>	Standard Purch	\$695.00 <i>6108-01</i>
09/21	09/21	HARBOR FREIGHT TOOLS 6 CLOVIS CA <i>New trailer parts</i>	Standard Purch	\$146.75 <i>6103-02</i>
09/20	09/20	UNDERWATER360ONLINE 2152444300 PA <i>Medication for mosquito fish</i>	Standard Purch	\$228.00 <i>6102-04</i>
09/17	09/17	MAINSTREET CAFE REEDLEY CA <i>Lunch meeting with Board President</i>	Standard Purch	\$36.00 <i>6108-03</i>
09/17	09/17	FACEBK UBSD35BJ92 Menlo Park CA <i>Facebook Ad</i>	Standard Purch	\$20.24 <i>6109-03</i>
09/16	09/16	MAINSTREET CAFE REEDLEY CA <i>Lunch for SOVE meeting attendees</i>	Standard Purch	\$106.00 <i>6108-03</i>
09/15	09/15	USPS PO 0558560648 PARLIER CA <i>postage to mail board packet</i>	Standard Purch	\$61.60 <i>6106-02</i>
09/14	09/14	FREE CONFERENCE CALL G 877-5531680 CA <i>video conferencing service</i>	Standard Purch	\$3.95 <i>6106-05</i>
09/10	09/10	FACEBK UA4FV4BJ92 Menlo Park CA <i>Facebook Ad</i>	Standard Purch	\$75.00 <i>6109-03</i>
09/09	09/09	ADOBE *800-833-6687 ADOBE.LY/ENUS CA <i>adobe account</i>	Standard Purch	\$14.99 <i>6106-05</i>

STEVE MULLIGAN

\$50,900

\$21,500

\$0.00

 There are no transactions available for this account in this statement.

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## Staff Report

**To: Board of Directors or Standing Committee**

**From: District Manager**

**Re: Agenda Item No. 4**

**Date: October 18, 2021**

Authorization: Consider finding by a majority vote under Gov. Code § 54953, subd. (e)(1)(B) that as a result of the COVID-19 emergency: (i) meeting of the Board of Trustees in person would present imminent risks to the health or safety of attendees; and (ii) the meeting is authorized to be held by teleconference pursuant to Gov. Code, § 54953, subd. (e)(1)(C).

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In light of the Governor's declaration that a state of emergency exists due to the incidence and spread of the novel coronavirus, and the pandemic caused by the resulting disease COVID-19, the Board should consider whether meeting in person would present imminent risks to the health or safety of meeting attendees.

The Centers for Disease Control indicates that COVID-19 is a highly transmissible virus that is spread when an infected person breathes out droplets and very small particles that contain the virus, and such droplets and particles are breathed in by other people.<sup>1</sup> Since June of 2021, a more infectious variant of the virus, known as the Delta Variant, has emerged and now accounts for the vast majority of COVID-19 cases.

Although effective vaccines have been approved by the U.S. Food and Drug Administration for emergency use, vaccination rates are slow and have not yet reached a point to significantly control community transmission. As of October 12, 2021, just 70.2% of Californians who are eligible to be vaccinated are fully vaccinated<sup>2</sup>, and only 62.3% of Fresno County residents and 45.5% of Kings County residents eligible to be vaccinated are fully vaccinated (<https://covid.cdc.gov/covid-data-tracker>).

Those who become infected with COVID-19 are at risk of serious illness and death. As of October 12, 2021, over 714,000 Americans have died from the virus.<sup>3</sup> Many more have been hospitalized with serious illness. Currently (as of October 11, 2021), in Fresno County, 262 people are hospitalized with COVID-19, with 54 of these patients in intensive care unit (ICU) beds and only 18 additional ICU beds are available in Fresno County.

Conducting meetings by teleconference would directly reduce the risk of transmission of COVID-19 among meeting attendees, including members of the public and agency staff, which has the ancillary effect of reducing risk of serious illness and death as

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<sup>1</sup> [www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html](http://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-covid-spreads.html)

<sup>2</sup> State of California Covid-19 Dashboard <https://covid19.ca.gov/vaccination-progress-data/>

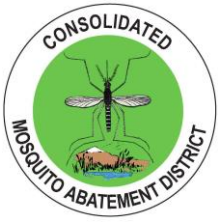
<sup>3</sup> Johns Hopkins University Coronavirus Resource Center <https://coronavirus.jhu.edu/>

well as reducing community spread of the virus. Board members will need to make their own determinations in any decision whether to attend a Board meeting in person.

If the authorization to meet by teleconference is not approved by a majority vote, then the meeting will adjourn after this item and the remaining agenda items will be rescheduled to a future in-person meeting.

**Recommendation:**

**Authorization:** Move that the Board find that, as a result of the COVID-19 emergency, meeting in person would present imminent risks to the health or safety of attendees, and the meeting should be held by teleconference as authorized by subdivision (e)(1)(C) of section 54943 of the Government Code.



# Consolidated Mosquito Abatement District

13151 E. INDUSTRIAL DR.  
MAIL: P.O. BOX 784  
PARLIER, CALIFORNIA 93648  
(559) 896-1085  
FAX (559) 896-6425  
www.mosquitobuzz.net

## SALE OF SURPLUS PROPERTY: TERMS AND CONDITIONS

**2004 Chevrolet Colorado 4WD**  
**2005 Ford Ranger 4WD**  
**2007 Chevrolet Colorado 4WD**  
**2009 Chevrolet Colorado 4WD**  
**2009 Chevrolet Colorado 4WD**

The District Board of Trustees (Board) has declared to be surplus property and is selling, by sealed bid, five (5) pickup trucks. The vehicles are available for inspection during the hours 8am – 3pm at the Consolidated Mosquito Abatement District, 13151 E. Industrial Dr., Parlier, CA. Minimum bid required for each vehicle is as follows:

<u>Item No.</u>		<u>V.I.N.</u>	<u>Minimum Bid</u>
#1	2004 Chevrolet Colorado 4WD	1GCDT146548137584	\$3,750.00
#2	2005 Ford Ranger 4WD	1FTYR11E65PB07223	\$4,250.00
#3	2007 Chevrolet Colorado 4WD	1GCDT14E978206935	\$4,250.00
#4	2009 Chevrolet Colorado 4WD	1GCDT14E898145466	\$4,750.00
#5	2009 Chevrolet Colorado 4WD	1GCDT14EX98146604	\$4,750.00

The vehicles are to be sold individually on an “as is” basis, without warranty of any kind by the District. The District, as a government agency, is not required to provide and shall not furnish a smog certificate of compliance with the sale of a vehicle. **Please note that the buyer is required to obtain a smog certificate of compliance for vehicle registration.**

Prospective buyers shall submit a sealed bid, to be received by the District **prior** to 3:00 pm on Friday, October 15, 2021 at the District headquarters.

Bids may be hand delivered to the District headquarters at 13151 E. Industrial Dr., Parlier, or mailed to the Consolidated Mosquito Abatement District, PO Box 784, Parlier, CA, 93648, and shall have “**VEHICLE BID**” plainly marked on the outside of the envelope.

The bids will be opened at close of bidding and the Board will consider the bids at the October 18, 2021, Board meeting. The Board reserves the right to reject any or all bids. Only the highest bidder for a vehicle will be notified. If the highest bidder does not complete the transaction, the next highest bidder will be notified, and so on, until the vehicle is sold. If two or more bidders have identical bids, the earliest submitted bid (date of receipt) will be accepted.

The prospective buyer must complete the transaction within three working days of receipt of notification of bid acceptance. The District shall release the vehicle to the buyer upon payment of the entire sum, by valid bank draft or cashier’s check made out to the Consolidated Mosquito Abatement District. The District will also deliver a certificate of ownership transferring title to the buyer. The buyer shall be responsible for all sales tax, transfer fees and other fees or costs associated with the transfer.

# Consolidated Mosquito Abatement District

## Bid Offer Form 2021-03

### Surplus District Vehicles

Item No.	Year	Model	VIN Number	Minimum Bid Price	Submitted Bid Price
#1	2004	Chevrolet Colorado 4WD	1GCDT146548137584	\$3,750.00	\$_____
#2	2005	Ford Ranger 4WD	1FTYR11E65PB07223	\$4,250.00	\$_____
#3	2007	Chevrolet Colorado 4WD	1GCDT14E978206935	\$4,250.00	\$_____
#4	2009	Chevrolet Colorado 4WD	1GCDT14E898145466	\$4,750.00	\$_____
#5	2009	Chevrolet Colorado 4WD	1GCDT14EX98146604	\$4,750.00	\$_____

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### Bidder Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_



## **AGENDA ITEM 9: POLICY FOR CERTIFYING RESOLUTIONS AND MEETING MINUTES**

### **Background:**

Resolutions that are adopted by the Board currently require that two persons sign and certify the document is true and accurate. Out of tradition and habit those individuals are the President and the Vice President/Secretary. Similarly, after minutes of Board meetings have been approved, the minutes need to be signed and certified as authentic by a duly authorized individual, which has been the Vice President/Secretary.

Recently, due to COVID-19 and Board meeting attendance being mostly virtual, it has been very difficult to have the appropriate persons available to sign and certify the resolutions and minutes. Several resolutions and meeting minutes are currently awaiting signatures.

To facilitate the timely signing and certification of resolutions and minutes going forward, it would be helpful to have a broader group of persons authorized to sign and authenticate the documents.

Resolution No. 4-2021 is proposed to allow the following:

1. Any two (2) persons from the following list are authorized and are required to sign and certify Board resolutions: any two (2) members of the Board, or any one (1) member and the District Manager.
2. Any one (1) person from the following list is authorized and is required to sign and certify Board meeting minutes: any member of the Board of Trustees or the District Manager or the Office Administrator.
3. Following the adoption of this Resolution, all Board resolutions and Board minutes that are signed in accordance with these policies shall be considered as true and authentic, including Board resolutions and Board minutes that pre-date the adoption of this Resolution.

### **Action requested:**

Adopt Resolution No. 4-2021 "A Resolution of the Board of Trustees of the Consolidated Mosquito Abatement District Establishing a Policy for Signing and Certifying Board Resolutions and Board Meeting Minutes."

**RESOLUTION NO. 4-2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE CONSOLIDATED MOSQUITO ABATEMENT DISTRICT  
ESTABLISHING A POLICY FOR SIGNING AND CERTIFYING BOARD RESOLUTIONS  
AND BOARD MEETING MINUTES**

WHEREAS, Resolutions adopted by the Board of Trustees (Board) from time-to-time need to be signed and certified as authentic by duly authorized persons; and

WHEREAS, the minutes of Board meetings, after approved by the Board, need to be signed and certified as authentic by duly authorized persons; and

WHEREAS, the Board desires to adopt an official policy to delegate authority for these purposes.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF TRUSTEES HEREBY ADOPTS THE FOLLOWING POLICIES:

1. Any two (2) persons from the following list are authorized and are required to sign and certify Board resolutions: any two (2) members of the Board, or any one (1) member and the District Manager.
2. Any one (1) person from the following list is authorized and is required to sign and certify Board meeting minutes: any member of the Board of Trustees or the District Manager or the Office Administrator.
3. Following the adoption of this Resolution, all Board resolutions and Board minutes that are signed in accordance with these policies shall be considered as true and authentic, including Board resolutions and Board minutes that pre-date the adoption of this Resolution.

PASSED AND ADOPTED by the BOARD OF TRUSTEES of the CONSOLIDATED MOSQUITO ABATEMENT DISTRICT on the 18<sup>th</sup> day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

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Member, Board of Trustees  
Consolidated Mosquito Abatement District

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Member, Board of Trustees or District Manager  
Consolidated Mosquito Abatement District

**RESOLUTION NO. 4-2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE CONSOLIDATED MOSQUITO ABATEMENT DISTRICT  
ESTABLISHING A POLICY FOR SIGNING AND CERTIFYING BOARD RESOLUTIONS  
AND BOARD MEETING MINUTES**

WHEREAS, Resolutions adopted by the Board of Trustees (Board) from time-to-time need to be signed and certified as authentic by duly authorized persons; and

WHEREAS, the minutes of Board meetings, after approved by the Board, need to be signed and certified as authentic by duly authorized persons; and

WHEREAS, the Board desires to adopt an official policy to delegate authority for these purposes.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF TRUSTEES HEREBY ADOPTS THE FOLLOWING POLICIES:

1. Any two (2) persons from the following list are authorized and are required to sign and certify Board resolutions: any two (2) members of the Board, or any one (1) member and the District Manager.
2. Any one (1) person from the following list is authorized and is required to sign and certify Board meeting minutes: any member of the Board of Trustees or the District Manager or the Office Administrator.
3. Following the adoption of this Resolution, all Board resolutions and Board minutes that are signed in accordance with these policies shall be considered as true and authentic, including Board resolutions and Board minutes that pre-date the adoption of this Resolution.

PASSED AND ADOPTED by the BOARD OF TRUSTEES of the CONSOLIDATED MOSQUITO ABATEMENT DISTRICT on the 18<sup>th</sup> day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

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Member, Board of Trustees  
Consolidated Mosquito Abatement District

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Member, Board of Trustees or District Manager  
Consolidated Mosquito Abatement District



## **AGENDA ITEM 10: COVID-19 VACCINATION POLICY**

### **Background:**

The COVID-19 pandemic has caused a continuing and devastating impact on the health and lives of people, resulting in nearly five million deaths world-wide, and created severe impact on the global economy. There have been over 714,000 deaths reported in U.S.

COVID-19 remains a significant challenge in California and in the Central Valley. The Fresno County Public Health Department (FCDPH) reported on October 11, that there were 262 COVID-19 positive hospital patients in the County, the fourth highest number per county in CA, 54 of which were in Intensive Care Unit (ICU) beds. This has a huge impact on the availability of ICU beds plus the demand for ICU staff to support. These COVID-19 patient numbers are the result of the continuing wave of infections from the Delta variant in unvaccinated people.

Unvaccinated people have five times (5X) greater risk of COVID-19 infection, are more than ten times (10X) more likely to be hospitalized and have more than ten times (10X) greater risk of dying from COVID-19 than vaccinated individuals (Centers for Disease Control and Prevention MMWR September 17, 2021). Getting vaccinated protects against severe illness and reduces the burden on the health care system and health care providers.

There is also a significant impact on employee attendance and work productivity from the standpoint of lost work days resulting from required quarantine due to exposure to a COVID-19 positive case. An unvaccinated employee must be excluded from the workplace for 14 days after the last known exposure to a COVID-19 positive individual, whereas a vaccinated employee may continue to work at the workplace, if not symptomatic. This is required for every COVID-19 exposure incident involving an unvaccinated employee. The District has incurred loss of unvaccinated employees to quarantine on several occasions, which has impacted productivity and work efficiency.

COVID-19 vaccines have been approved by the FDA and are proven to be safe and effective and have been readily available for employees of the District. Vaccination against COVID-19 not only protects the employee, but the employee's coworkers and members of the public with whom the employee might interact or encounter. It is also important that the District, as a public health agency, set an example in following measures and recommendations from the CDC, CA Department of Public Health, FCDPH and Cal OSHA that emphasize and encourage all people to get vaccinated.

Both the Contra Costa Mosquito and Vector Control District and the Marin/Sonoma Mosquito & Vector Control District have adopted similar policies that require employees to be vaccinated for COVID-19. The Board of Trustees of the Marin/Sonoma MVCD adopted a policy on September 8, 2021 and the Contra Costa MVCD Board adopted a policy on September 13, 2021.

For all these reasons, the District Manager recommends that the Board adopt a COVID-19 vaccination policy to require all District employees to be fully vaccinated against SARS-CoV-2 virus.

**Action requested:**

Adopt Resolution No. 5-2021 "A Resolution of the Board of Trustees of the Consolidated Mosquito Abatement District Adopting a COVID-19 vaccination Policy."

**RESOLUTION NO. 5-2021**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE CONSOLIDATED MOSQUITO ABATEMENT DISTRICT  
ADOPTING A COVID-19 VACCINATION POLICY**

WHEREAS, the world is amidst a global COVID-19 pandemic that has caused the deaths of more than 4.8 million people world-wide; and

WHEREAS, the COVID-19 pandemic is the worst public health crisis the United States has faced in over a century and which, as of October 12, 2021, has resulted in over 714,000 deaths, more than the number of U.S. deaths caused by the 1918 influenza pandemic (675,000 deaths); and

WHEREAS, several vaccines have been developed against the SARS-CoV-2 virus that causes COVID-19 and have which been approved under the Emergency Use Authorization and the Biologics License Application Process, and the overwhelming weight of scientific evidence has established that these COVID-19 vaccines are safe and effective, and these vaccines have been authorized by the Food and Drug Administration and recommended by the U.S. Centers for Disease Control and Prevention (CDC) for general use; and

WHEREAS, after Delta became the most common variant of COVID-19, unvaccinated people were five times more likely to become infected with COVID-19, had a more than ten times greater risk to become hospitalized and a more than ten times greater risk to die from a COVID-19 infection than fully vaccinated people (CDC MMWR September 17, 2021); and

WHEREAS, the pandemic has so impacted local jurisdiction health care systems, such as those in Fresno County, with increased numbers of COVID-19 infected patients that the sheer numbers have often overwhelmed the hospital bed capacities and in particular the number of intensive care unit beds available, with a negative impact on other emergency and trauma related patient care; and

WHEREAS, vaccination against COVID-19 remains the most effective way to prevent transmission and infection with SARS-CoV-2 virus and to limit COVID-19 hospitalizations and deaths; and

WHEREAS, all public health agencies within the United States, including the CDC, the California Department of Public Health and the Fresno County Department of Public Health strongly recommend and encourage all persons to become fully vaccinated; and

WHEREAS, the Consolidated Mosquito Abatement District is a subdivision of the State of California empowered by the CA Health and Safety Code to protect the health of residents within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the BOARD OF TRUSTEES of the CONSOLIDATED MOSQUITO ABATEMENT DISTRICT does hereby approve and adopt “COVID-19 Vaccination Policy”, attached and incorporated herein as “Exhibit A”, as a policy of the District.

PASSED AND ADOPTED by the BOARD OF TRUSTEES of the CONSOLIDATED MOSQUITO ABATEMENT DISTRICT on the 18<sup>th</sup> day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

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Member, Board of Trustees  
Consolidated Mosquito Abatement District

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Member, Board of Trustees or District Manager  
Consolidated Mosquito Abatement District

## **COVID-19 Vaccination Policy**

### **Background:**

Since 2019, the SARS-CoV-2 virus (COVID-19) pandemic has caused severe social, economic and public health impacts world-wide. The human cost is evidenced by statistics from the U.S. Centers for Disease Control and Prevention (CDC): as of October 12, 2021, COVID-19 had caused over 4.8 million deaths world-wide with more than 714,000 deaths in the United States, the most in any country in the world. California and Fresno County have seen significant numbers of infections and deaths in residents. The Consolidated Mosquito Abatement District (District) has experienced COVID-19 exposures and cases in its employees and has incurred resultant loss of productive employee work time due to required isolation/quarantine of exposed employees.

Beginning in 2020, the District instituted a COVID-19 Prevention Program (CPP) that incorporates guidelines and requirements from the CDC, the California Department of Public Health (CDPH), the Fresno County Department of Public Health (FCDPH) and Cal/OSHA to protect employee health and minimize the risk of infection in the workplace. Revision has been made to the CPP as determined necessary.

However, vaccination against COVID-19 remains the most effective means of preventing infection with SARS-CoV-2 and thus reducing the risk of transmission, hospitalization and death; and vaccines approved under the Biologics License Application (BLA) process are readily available to the general public, including District employees. CDC, CDPH and FCDPH strongly urge all residents to become fully vaccinated against the virus that causes COVID-19.

### **Intent:**

This Vaccination Policy (Policy) of the District is established and adopted to protect District employees, people with whom District personnel interact, community members and public health in general from COVID-19 infection. The Policy will require all District employees to be fully vaccinated against the SARS-CoV-2 virus subject to the limited exceptions provided herein.

This Policy is adopted as an emergency public health response to mitigate the negative public health consequences associated with COVID-19, including increased incidence and test positivity rates, prevalence of new SARS-CoV-2 variants, increased hospitalizations and intensive care unit admissions, and deaths. The Policy is intended to help provide and enable positive public health outcomes within and beyond the District jurisdiction.

### **Relevant Definitions:**

1. "COVID-19 vaccine" means a COVID-19 vaccine approved by the U. S. Food and Drug Administration (FDA) under either an Emergency Use Authorization approval process or the Biologics License Application, *i.e.* general use, approval process.
2. "Fully vaccinated" means it has been at least two weeks since the individual received the second dose of a two-dose series COVID-19 vaccine, or two weeks or more after the individual received a single-dose COVID-19 vaccine (one-dose series vaccine), and the individual has provided proof of vaccination consistent with verification requirements in State of California Public Health Officer Order of July 26, 2021. The following modes may be used as proof of vaccination:
  - a. COVID-19 Vaccination Record Card (issued by CDC or World Health Organization Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered; or
  - b. A photo of a Vaccination Record Card as a separate document; or
  - c. A photo of the client's Vaccination Record Card stored on a phone or electronic device; or
  - d. Documentation of COVID-19 vaccination from a health care provider; or digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader, the client name, date of birth, vaccine dates and vaccine type; or
  - e. Documentation or vaccination from other contracted employers who follow these vaccination records guidelines and standards.
3. "Partially vaccinated" means the individual has received at least one dose of a COVID-19 vaccine series, or has completed the two-dose series, but does not meet the definition of fully vaccinated; and the individual has provided proof of vaccination in a form as described above.

### **Implementation:**

This Policy applies to all District employees and the District will require adherence to the following:

1. Within fourteen (14) days after this Policy takes effect, all District employees must be partially or fully vaccinated or must have submitted a request for exemption.
2. Within sixty (60) days after this policy takes effect, all District employees must be fully vaccinated or must have submitted a request for exemption.
3. All newly hired District employees not already fully vaccinated, must be partially vaccinated or must have submitted a request for exemption prior to start of employment, and must be fully vaccinated or have submitted a request for exemption within forty (40) days after start of employment.

4. Vaccine Boosters:
  - a. To the extent this Policy remains in effect, if, and when, COVID-19 vaccine boosters become necessary to prevent the contraction and transmission of SARS-CoV-2 virus, this Policy and the requirements and limited exemptions set forth herein shall apply to COVID-19 vaccine boosters.
  - b. Under such circumstances, all District employees must receive a COVID-19 vaccine booster when public health authorities, including the CDC, CDPH or FCDPH, indicate that a COVID-19 vaccine booster is necessary based on the COVID-19 vaccine the employee received and the date upon which the employee became fully vaccinated.
  - c. District employees must be fully vaccinated with a COVID-19 vaccine booster, or must have submitted a request for exemption, within 60 days of notice that a booster vaccination is approved and available for the employee's eligibility cohort.
5. Limited Exemptions to Vaccination Requirement:
  - a. A District employee may request a reasonable accommodation to the vaccination requirement if the employee:
    - i. Has a disability and is requesting an exemption as a reasonable accommodation, or
    - ii. Objects to COVID-19 vaccination based on a sincerely held religious belief, practice or observation.
  - b. To seek a reasonable accommodation from the vaccination requirements of the Policy, the employee shall contact the District Manager or Office Administrator to obtain a copy of the appropriate form:
    - i. Disability Accommodation Request Form; or
    - ii. Religious Accommodation Form.
  - c. The employee shall complete and submit the applicable form to the District Manager.
  - d. The District Manager will contact the employee to request additional information, as necessary, and engage the employee in an interactive process, if the employee so qualifies.
  - e. If a person's request for exemption is not approved, that individual must be partially vaccinated within ten (10) days and fully vaccinated within fifty (50) days of when they were notified that their request for exemption was not approved.
6. District employees who fail to comply with this Policy shall not be permitted to perform work at District facilities or worksites. The employee will be required to take the employee's own eligible paid leave in order to provide for continued compensation throughout the period during which the employee fails to comply with the Policy. Any other leave of absence shall be subject to Section 2070 - Other Leaves of Absence of the District's Employee Policy Handbook (Handbook).

District employees may obtain the COVID-19 vaccine at a vaccination site of their choosing. Information on the COVID-19 vaccines and how to obtain vaccination is available at [www.myturn.ca.gov](http://www.myturn.ca.gov) or [www.fcdph.org/covid19vax](http://www.fcdph.org/covid19vax) .

District employees who need to be vaccinated in accordance with this Policy may do so during their normal working hours. Such employees will receive their normal compensation for their time spent being vaccinated. Such employees will also be entitled to up to one day (8 hours) of paid COVID-19 sick leave per year specific to illness caused by reaction to a COVID-19 vaccination or booster vaccination received by the employee as part of this Policy. COVID-19 sick leave is in addition to any sick leave granted under Section 2050 - Sick Leave of the Handbook, but it shall not accrue or accumulate annually.

**Confidentiality of Vaccination Records:**

The District will treat all vaccination records as confidential medical information and maintain such records as required by the Confidentiality of Medical Information Act (CMIA). The District will not use or disclose such information, unless authorized to do so or as permitted or required under the law.

**Effective Period:**

This Policy shall be in effect immediately.



**Consolidated Mosquito Abatement District  
Disability Accommodation Request Form for  
COVID-19 Vaccination Policy**

The District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, those with qualifying disabilities. Accordingly, the District provides accommodations for employees and applicants whose qualifying disabilities conflicts with an employment requirement, unless providing such accommodation would impose an undue hardship on the District and its conduct of District business.

To promote a safe and healthful workplace for employees and to promote the health and safety of employees, members of the public who may visit District’s worksites and facilities, and the community in general, the District requires that all employees be fully vaccinated in accordance with the District’s COVID-19 vaccination policy.

Employees may use this form to request an accommodation or exemption to the District’s requirement if they have a contraindication to the available COVID-19 vaccines recognized by the Centers for Disease Control and Prevention (“CDC”) or by the vaccines’ manufacturer, or a qualifying disability, including pregnancy-related conditions, that precludes their vaccination.

**Employees requesting an accommodation must complete this form and provide all requested information:**

**Section A: General Information and Worksite Information**

Employee’s Name: \_\_\_\_\_  
Employee’s Job Title: \_\_\_\_\_  
Employee’s Supervisor: \_\_\_\_\_  
Employee’s Worksite: \_\_\_\_\_

**Section B: General Position and Worksite Information**

Please check all that currently apply to you:

- I perform work onsite at a District worksite or facility.
- My essential job duties require that I interact in person with other employees, visitors, or members of the public.
- I perform work in shared or communal spaces or areas where [other employees, visitors, or members of the public] may also be present.

**Section C: Reason for Request**

- I have a physical or mental disability (which can include a contraindication to each of the FDA-approved COVID-19 vaccines) that limits or precludes my ability to be fully vaccinated against COVID-19.

**Section D: Requested Accommodation**

Please describe the accommodation\* you are requesting\*\*:

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*\* Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on the District or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

*Further, please note that the District adopted the vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While the District will, on an individualized basis, evaluate each request for accommodation from the vaccination policy, please note that the circumstances requiring*

*that the District adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or non-workplace accommodations in perpetuity.*

*\*\* Please note that the District will consider your preferred accommodation and other possible accommodations for your health or medical condition.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, the District will request an additional document(s) from my health care provider, and may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on the District, or if it poses a direct threat to my health and safety or to the health and safety of others.

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Employee's Signature

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Date

**Consolidated Mosquito Abatement District**  
**Religious Accommodation Request Form for**  
**COVID-19 Vaccination Policy**

The District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment and prohibits discrimination against employees or applicants based on classifications protected by law, including, but not limited to, religion, creed, and religious belief, practice, or observance. Accordingly, the District provides reasonable accommodations for employees and applicants whose sincerely held religious belief, practice, or observance conflicts with an employment requirement, unless providing such an accommodation would impose an undue hardship on the District and its conduct of District business.

To promote a safe and healthful workplace for employees and to promote the health and safety of employees and members of the public who may visit District worksites and facilities and the community in general, the District requires that all employees receive a COVID-19 vaccination in accordance with the District's COVID-19 vaccination policy.

Employees may use this form to request a religious accommodation to the vaccination requirement if they have a sincerely held religious belief, practice, or observance that conflicts with the District's requirement that all employees receive a COVID-19 vaccination.

**Employees requesting an accommodation must complete this form and provide all requested information:**

**Section A: General Information and Worksite Information**

Employee's Name: \_\_\_\_\_

Employee's Job Title: \_\_\_\_\_

Employee's Supervisor: \_\_\_\_\_

Employee's Worksite: \_\_\_\_\_

**Section B: General Position and Worksite Information**

Please check all that currently apply to you:

- I perform work onsite at a District worksite or facility.
- My essential job duties require that I interact in person with other employees, visitors, or members of the public.
- I perform work in shared or communal spaces or areas where other employees, visitors, or members of the public may also be present.

**Section C: Description of Religious Belief, Practice, or Observance**

Please describe how your sincerely held religious belief(s), practice(s), or observance(s) conflict(s) with the requirement that you receive a COVID-19 vaccination:

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**Section D: Requested Accommodation**

Please describe the accommodation\* you are requesting\*\*:

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*\*Please note that an accommodation must enable you to meet the essential functions of your job and must not impose an undue hardship on the District or pose a direct threat to your health and safety or the health and safety of others in the workplace.*

*Further, please note that the District adopted the vaccination policy based on public health concerns in the community and in order to effectuate positive public health outcomes in the community and to protect the health and safety of all employees and individuals who come to the agency. While the District will, on an individualized basis, evaluate each request for accommodation from the vaccination policy, please note that the circumstances requiring that the District adopt such policy may continue for some time and it may not be possible to provide workplace accommodations at all or non-workplace accommodations in perpetuity.*

*\*\* Please note that the District will consider your preferred accommodation and other possible accommodations for your religious belief, practice, or observance.*

My signature below indicates that the information I have provided in this form is true and correct. I also understand that in evaluating my request for an accommodation, the District may not grant my requested accommodation if it does not allow me to perform my essential job duties, if it imposes an undue hardship on the District, or if it poses a direct threat to my health and safety or to the health and safety of others.

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Employee's Signature

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Date

## **AGENDA ITEM 11: AGREEMENT FOR LEGAL SERVICES**

### **Background:**

The District utilizes the services of Dale Bacigalupi for legal counsel through an agreement for legal services with the law firm of Lozano Smith, LLP. The current agreement became effective on July 1, 2014 and provided for an hourly rate for attorney services of \$170 per hour, which has continued to the present. The District Manager received a letter with a new Agreement for Legal Services stating that an adjustment in rates for legal services is necessary. The new rate for attorney services will increase to \$225 per hour effective January 1, 2022. Paralegal services will also increase, from \$95 per hour to \$125 per hour.

Mr. Bacigalupi has provided legal counsel and attorney services to the District since the 1990s, and he also provides legal counsel to numerous other mosquito abatement and vector control agencies throughout the region and the State. As such, he is extremely knowledgeable about issues affecting all aspects of our agencies, including, among other matters, employment/labor, liability, finances, property acquisition/sale, construction, contracts/agreements. Dale is readily available for both routine and pressing matters and is always prompt in response. The District is fortunate to have such capable legal counsel with the broad background and understanding of our agency, resources and needs.

The District Manager recommends that the Board approve the new Agreement for Legal Services with the law firm of Lozano Smith, LLP, and that the District continue to utilize the legal services of Mr. Dale Bacigalupi.

### **Action requested:**

Approve the new Agreement for Legal Services with the law firm of Lozano Smith, LLP, effective January 1, 2022, and authorize the District Manager or Board President to execute the Agreement.



Dale E. Bacigalupi  
Attorney at Law

E-mail: dbacigalupi@lozanosmith.com

September 27, 2021

**By U.S. Mail**

Steve Mulligan, District Manager  
Consolidated Mosquito Abatement District  
13151 E Industrial Dr.  
Parlier, CA 93648

RE: Adjustment in rates for legal services

Dear Steve:

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

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

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

Please feel free to contact me with any questions.

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

Sincerely,

A handwritten signature in blue ink that reads 'Dale E. Bacigalupi'.

Dale E. Bacigalupi

DEB/dsi

Enclosure





## AGREEMENT FOR LEGAL SERVICES

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

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

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

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

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

8. **TERMINATION.**

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

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

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

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

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

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

11. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

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

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

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
<b>Consolidated Mosquito Abatement District</b>	<b>Lozano Smith, LLP</b>
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 09/20/2021



PROFESSIONAL RATE SCHEDULE  
FOR CONSOLIDATED MOSQUITO ABATEMENT DISTRICT

1. HOURLY PROFESSIONAL RATES

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

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

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

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

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

# **Consolidated Mosquito Abatement District**

## **Investment Report**

**Quarter Ending September 30, 2021**

A review of the financial statements indicates there are sufficient funds to meet the expected requirements for the next six months.

The Fresno County Treasury is the primary investment instrument for District funds, including the District's unobligated fund maintained by the Central California Vector Control Joint Powers Agency. A business checking account at Bank of the West is maintained by the District for payment of District payroll and bills. A savings account at CitiBank is maintained by the District. Copies of the most recent financial statements from these institutions are attached.

The foregoing accounts, cash and investments of the Consolidated Mosquito Abatement District are in conformity with the District's Investment Policy.

Respectfully submitted,



Steve Mulligan  
District Manager

PeopleSoft  
MONTHLY GENERAL LEDGER TRIAL BALANCE

Report ID: GLSF9109  
Program: GLSF9109

Page No. 1  
Run Date 10/04/2021

Fiscal Year 2022  
Through Period 3

Run Time 09:15:57

Fund: Consolidated Mosquito Abtmnt Subclass: 10000 General Subclass	Beginning Balance		Year-to-Date Transaction		Current Balances	
	Debit Accts	Credit Accts	Debits	Credits	Debits Accts	Credit Accts
0110 Cash In Treasury	6,256,859.54	0.00	0.00	973,592.84	5,283,266.70	0.00
0315 Interest Receivable	41,303.90	0.00	0.00	41,303.90	0.00	0.00
1435 Due To Other Governmental	0.00	7,900,185.02	0.00	78,376.02	0.00	7,978,561.04
1450 Deposits Held For Others-T	0.00	1,668.49	0.00	0.00	0.00	1,668.49
1480 Fiduciary Closing	0.00	22,152,343.34	0.00	0.00	0.00	22,152,343.34
2230 Fund Balance - Unassigned	0.00	-23,756,033.41	1,126,142.40	0.00	0.00	-24,882,175.81
3011 Suppl-Current Secured	0.00	0.00	0.00	17,837.69	0.00	17,837.69
3013 Supplemental-Curr Unsec Pr	0.00	0.00	0.00	1,057.34	0.00	1,057.34
3017 Property Taxes-Curr Unsec	0.00	0.00	0.00	9,004.64	0.00	9,004.64
3046 Joint County Funds	0.00	0.00	0.00	389.97	0.00	389.97
3380 Interest	0.00	0.00	0.00	4,580.00	0.00	4,580.00
SUB CLASS TOTAL	6,298,163.44	6,298,163.44	1,126,142.40	1,126,142.40	5,283,266.70	5,283,266.70

End of Report





**BANK OF THE WEST**  
**BNP PARIBAS**

P.O. Box 2830, Omaha, NE 68103-2830

# Account Statement

September 1, 2021 - September 30, 2021

Page 1 of 18



CONSOLIDATED MOSQUITO DISTRICT  
 P O BOX 784  
 PARLIER CA 93648-0784

## At your service



bankofthewest.com



1-800-488-2265



1-800-659-5495 TTY

Remember to confirm your email during your next branch visit or call our Contact Center at 800-488-2265. Our emails keep you educated about our services, products and more.

## REGULAR BUSINESS CHECKING LOW FEES

CONSOLIDATED MOSQUITO DISTRICT

### ACCOUNT SUMMARY

<b>Beginning Balance</b>	<b>\$223,438.34</b>
0 Credits	0.00
2 Deposits	316,919.92
15 Withdrawals	-83,373.44
124 Checks	-293,889.11
<b>Ending Balance</b>	<b>\$163,095.71</b>

### EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$182,134.25



### For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.





Citibank CBO Services 987  
P.O. Box 6201  
Sioux Falls, SD 57117-6201

00032150 BB CCC 273 JSW3#5NC AM1 04H 0

CitiBusiness®

001/R1/04F013  
R

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CITIBANK, N. A.  
Account

00027876  
S109

CONSOLIDATED MOSQUITO  
ABATE DISTRICT  
PO BOX 784  
PARLIER CA 93648



**Statement Period**  
Sep 1 - Sep 30, 2021  
**Relationship Manager**  
US SERVICE CENTER  
1-877-528-0990  
Page 1 of 2

**CitiBusiness® ACCOUNT AS OF SEPTEMBER 30, 2021**

**Relationship Summary:**

<b>Checking</b>	*****
<b>Savings</b>	<b>\$14,114.03</b>
<b>Checking Plus</b>	*****

**SERVICE CHARGE SUMMARY FROM AUGUST 1, 2021 THRU AUGUST 31, 2021**

Type of Charge	No./Units	Price/Unit	Amount
<b>CITIBUSINESS IMMA #</b>			
Average Daily Collected Balance			\$14,112.86
<b>Total Charges for Services</b>			<b>\$0.00</b>
<b>Net Service Charge</b>			<b>\$0.00</b>

**SAVINGS ACTIVITY**

**CitiBusiness IMMA**

**Beginning Balance:** \$14,113.45  
**Ending Balance:** \$14,114.03

Date	Description	Debits	Credits	Balance
09/30	INTEREST EARNED Interest earned year to date \$5.28		0.58	14,114.03

**Your CitiBusiness IMMA Account Rates**

For Balances of	\$0	\$25,000	\$50,000	\$100,000	\$500,000	\$1,000,000	\$10,000,000
	to	to	to	to	to	to	and over
9/01 - 9/30	\$24,999	\$49,999	\$99,999	\$499,999	\$999,999	\$9,999,999	
	0.050%	0.050%	0.050%	0.050%	0.050%	0.050%	0.050%

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27876

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# Vector Control Joint Powers Agency

## Member Contingency Fund

For the Quarter Ended  
June 30, 2021

Member District	Balance at Beginning of Quarter	Contribution	(Withdrawals)	Interest Earned	Allocated Admin.	Balance at End of Quarter
Alameda County	371,828			1,790	(8)	373,610
Burney Basin	42,442			204	(1)	42,645
Butte County	297,173			1,431	(6)	298,598
Coachella Valley	715,131			3,443	(15)	718,559
Coalinga-Huron	7,659			37	0	7,696
Colusa	94,465			455	(2)	94,918
Compton Creek	70,169			338	(1)	70,506
Consolidated	431,339			2,076	(9)	433,406
Contra Costa	1,270,313		(913)	6,113	(27)	1,275,487
Durham	4,370			21	0	4,391
Fresno	222,487			1,071	(5)	223,553
Glenn County	43,365			209	(1)	43,573
Greater Los Angeles	1,433,609			6,901	(30)	1,440,480
Lake County	142,316			685	(3)	142,998
Los Angeles County West	690,045			3,322	(15)	693,352
Marin-Sonoma	830,221			3,997	(17)	834,201
Napa County	1,320,302			6,356	(28)	1,326,630
No Salinas Valley	624,791			3,008	(13)	627,786
Northwest	346,912			1,670	(7)	348,575
Orange County	445,385			2,144	(9)	447,520
Oroville	12,027			58	0	12,085
Pine Grove	32,700			157	(1)	32,856
Placer	210,989			1,016	(4)	212,001
Sacramento-Yolo	1,657,134			7,978	(35)	1,665,077
San Gabriel Valley	134,687			648	(3)	135,332
San Joaquin County	727,681			3,503	(15)	731,169
San Mateo County	503,643			2,425	(11)	506,057
Santa Barbara County	72,425			349	(2)	72,772
Shasta	261,507			1,259	(6)	262,760
Sutter-Yuba	365,260			1,758	(8)	367,010
Tehama County	281,313			1,354	(6)	282,661
Turlock	256,028			1,233	(5)	257,256
West Valley	321,960			1,550	(7)	323,503
<b>Total</b>	<b>14,241,675</b>	<b>0</b>	<b>(913)</b>	<b>68,559</b>	<b>(300)</b>	<b>14,309,022</b>

**Notes:**

Yield to maturity rate on the VCJPA portfolio is 1.46% as of the above date. As required by GASB 31, the allocated interest shown also reflects market value changes to the securities held in the portfolio. Therefore, the actual interest allocated to this fund, and all program year funds, may or may not equal the yield to maturity rate from quarter to quarter. However, the average overall allocated interest, over the life of this fund, should provide a close approximation.

CENTRAL CALIFORNIA VECTOR CONTROL JOINT POWERS AGENCY									
<u>UNOBLIGATED FUNDS</u>						<u>4th Quarter (Ending 6/30/2021)</u>			
		<u>BEG. BAL.</u>	<u>ACTIV.</u>	<u>END. BAL.</u>		<u>(End Bal.)</u>			
						<u>FUND SHARE</u>			
<b>CONSOLIDATED-10</b>		\$127,852.18	\$909.39	\$128,761.57		6.845536759			
<b>FWMAD-19</b>		\$526,544.24	\$3,745.23	\$530,289.47		28.1925427			
<b>KINGS-23</b>		\$212,032.26	\$1,508.15	\$213,540.41		11.35275631			
<b>MADERA-27</b>		\$224,231.42	\$1,594.92	\$225,826.34		12.0059309			
<b>MERCED-29</b>		\$90,811.39	\$645.93	\$91,457.32		4.862277199			
<b>West Side - 47</b>		\$685,402.94	\$4,875.17	\$690,278.11		36.69824914			
<b>OPER. - 60</b>		\$797.62	\$5.68	\$803.30		0.042706995			
<b>TOTAL</b>		\$1,867,672.05	\$13,284.47	\$1,880,956.52		100.00			
<b>DETAIL SUMMARY OF ACTIVITY (operational fund &amp; life funds)</b>									
	<b>CMAD</b>	<b>FWMAD</b>	<b>KINGS</b>	<b>MADERA</b>	<b>MERCED</b>	<b>WEST SIDE</b>	<b>OP FUND</b>		
\$	909.39	\$ 3,745.23	\$ 1,508.15	\$ 1,594.92	\$ 645.93	\$ 4,875.17	\$ 5.67	Interest	
							\$ -	Dues	
							\$ -	Audit	
							\$ 0.01		
	\$909.39	\$3,745.23	\$1,508.15	\$1,594.92	\$645.93	\$4,875.17	\$5.68		



Don Merritt

# Program Report



**October 2021 Board Meeting**

**Steve Mulligan  
District Manager**

- Jovana Benavides,**  
*Associate Biologist*
- Devon Cornel,**  
*Area Supervisor*
- Karan Cox,**  
*Office Administrator*
- B. Deegan,**  
*Vector Biologist*
- Amy Garcia,**  
*Data Management Associate*
- Derek Hill,**  
*Urban Program Specialist*
- Jodi Holeman,**  
*Superintendent of Operations*
- Chris Monis,**  
*Area Supervisor*
- Jose Moreno,**  
*Mechanic*
- Katherine Ramirez,**  
*Science Education Coordinator*
- Conner Schaak,**  
*GIS Coordinator*
- Gha Vang,**  
*Area Supervisor*



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Science Education

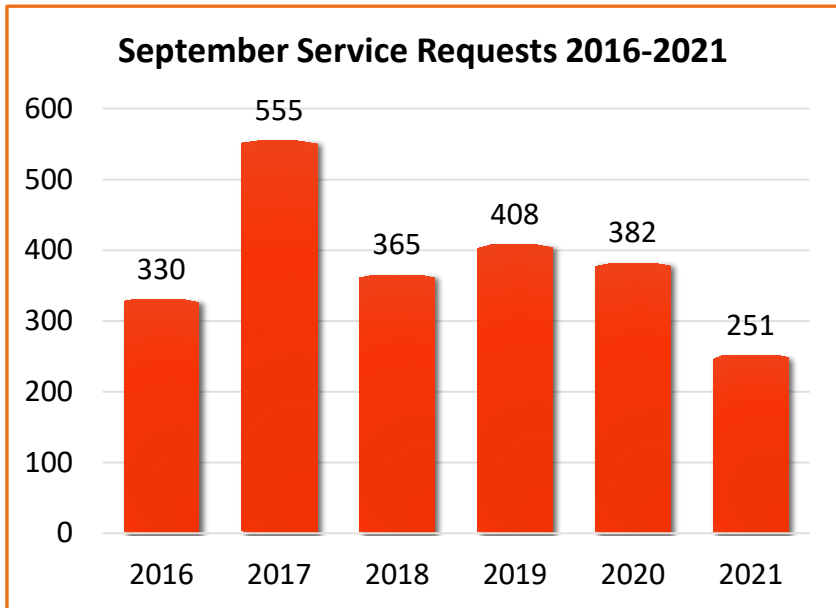
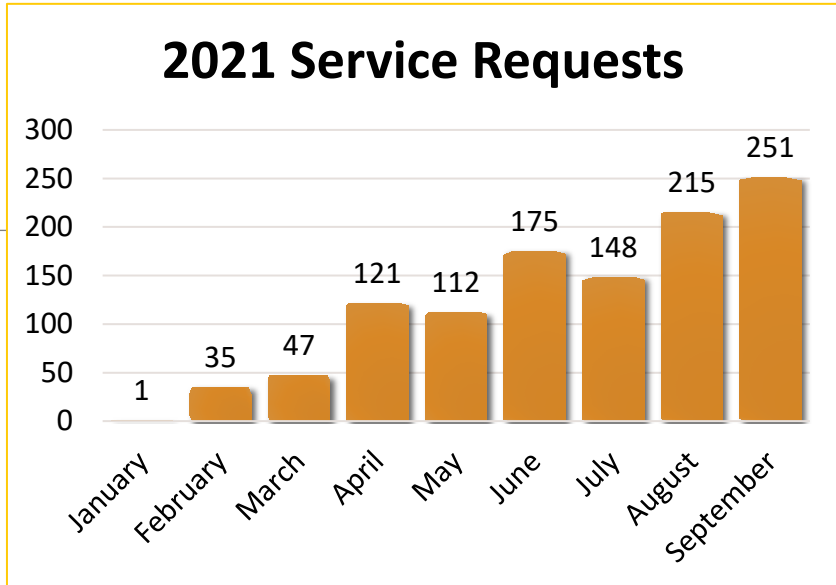
# GENERAL OPERATIONS

## SEPTEMBER SERVICE REQUESTS

Service Requests: 251	
Fish	10
Mosquito	210
Swimming Pools	30
Traps	1

Service Requests by City	
Caruthers	4
Clovis	80
Del Rey	0
Fowler	2
Fresno	85
Friant	0
Kingsburg	12
Laton	5
Orange Cove	1
Parlier	4
Reedley	13
Riverdale	18
Sanger	20
Selma	7

Appointments (by depot): 141	
Clovis	110
Reedley	14
Sanger	9
Selma	0
Westside	8



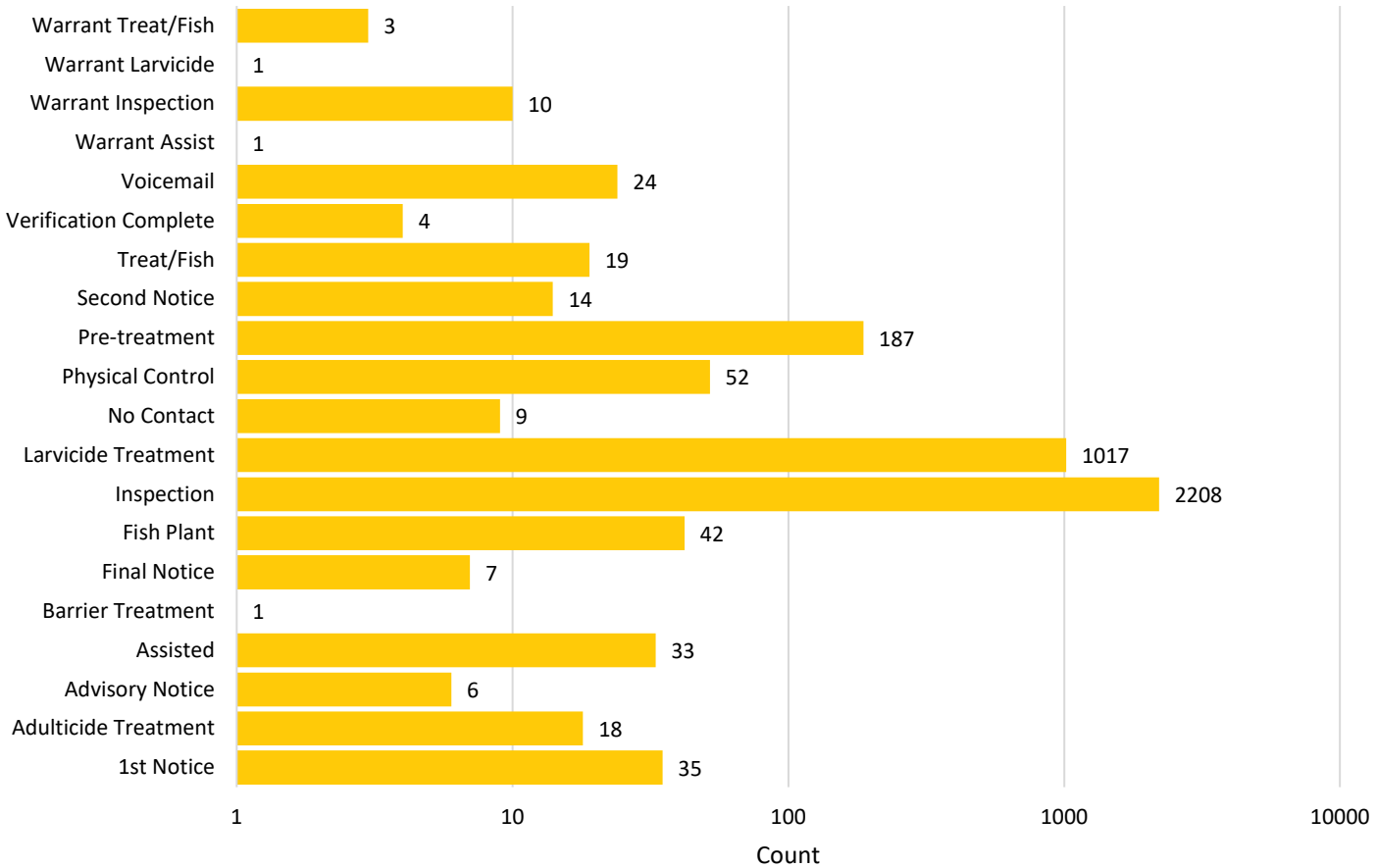
Open septic ditch breeding *Culex* mosquitoes.

# GENERAL OPERATIONS



Kiwi orchard producing *Culex* mosquitoes

## September 2021 Field Activity



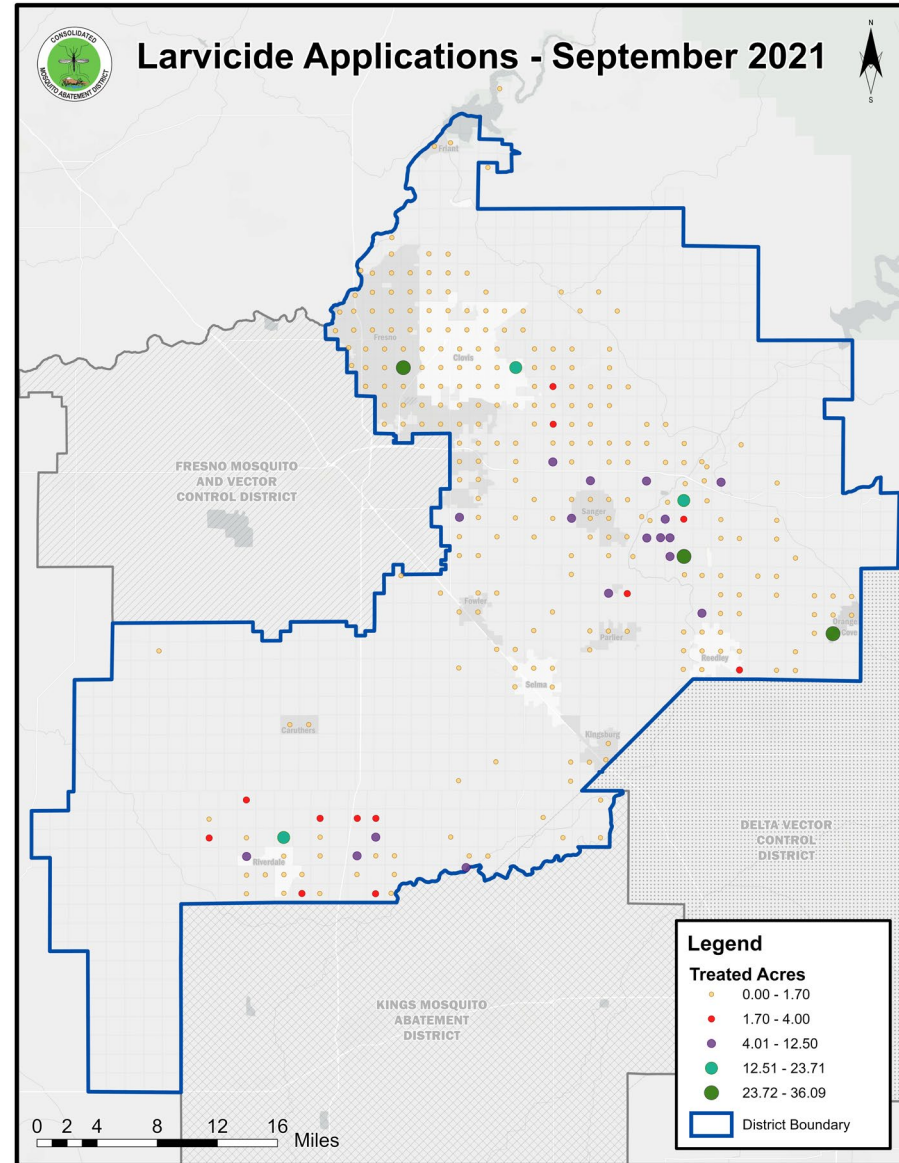


# GENERAL OPERATIONS

## Mosquito Control Applications: 5,728

### Acres Treated

- Larvicide applications: 378.28 acres
- Mosquito fish plants: 1.1 acres
- Adulticide applications: 910.82 acres



Map does not include adulticide, catch basin or subsurface enclosure treatments

Product	Applications
Altosid WSP	2016
Altosid XR Briquet	15
Altosid XRG	3
BVA-2	593
Cocobear MLO	168
FourStar Bti Briquet 45	22
FourStar CRG	13
MetaLarv S-PT	4
Natular G30	332
Natular G30 WSP	2255
Natular XRT	3
Sumilarv	6
Sumilarv WSP	88
VectoBac 12AS	44
VectoBac GR	35
VectoLex FG	37
VectoLex WDG	11
Aqua-Kontrol 30-30*	7
DeltaGard*	9
Kontrol 4-4*	1
Suspend SC*	2

\*Adulticide products

## MOSQUITO AND DISEASE SURVEILLANCE

**Mosquitoes:** Thirty-seven mosquito pools\* were submitted for disease testing. Eleven pools tested positive for WNV (113 total positive pools for 2021).

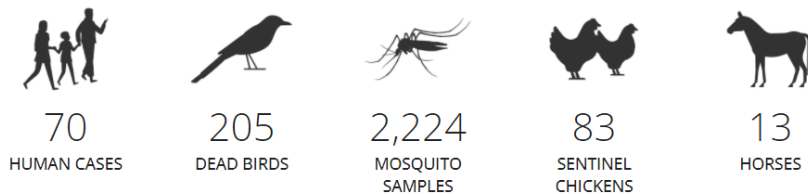
**Total number of mosquitoes collected and processed by the lab in September: 27,791**

**Total number of trap nights conducted by surveillance staff in September: 846**

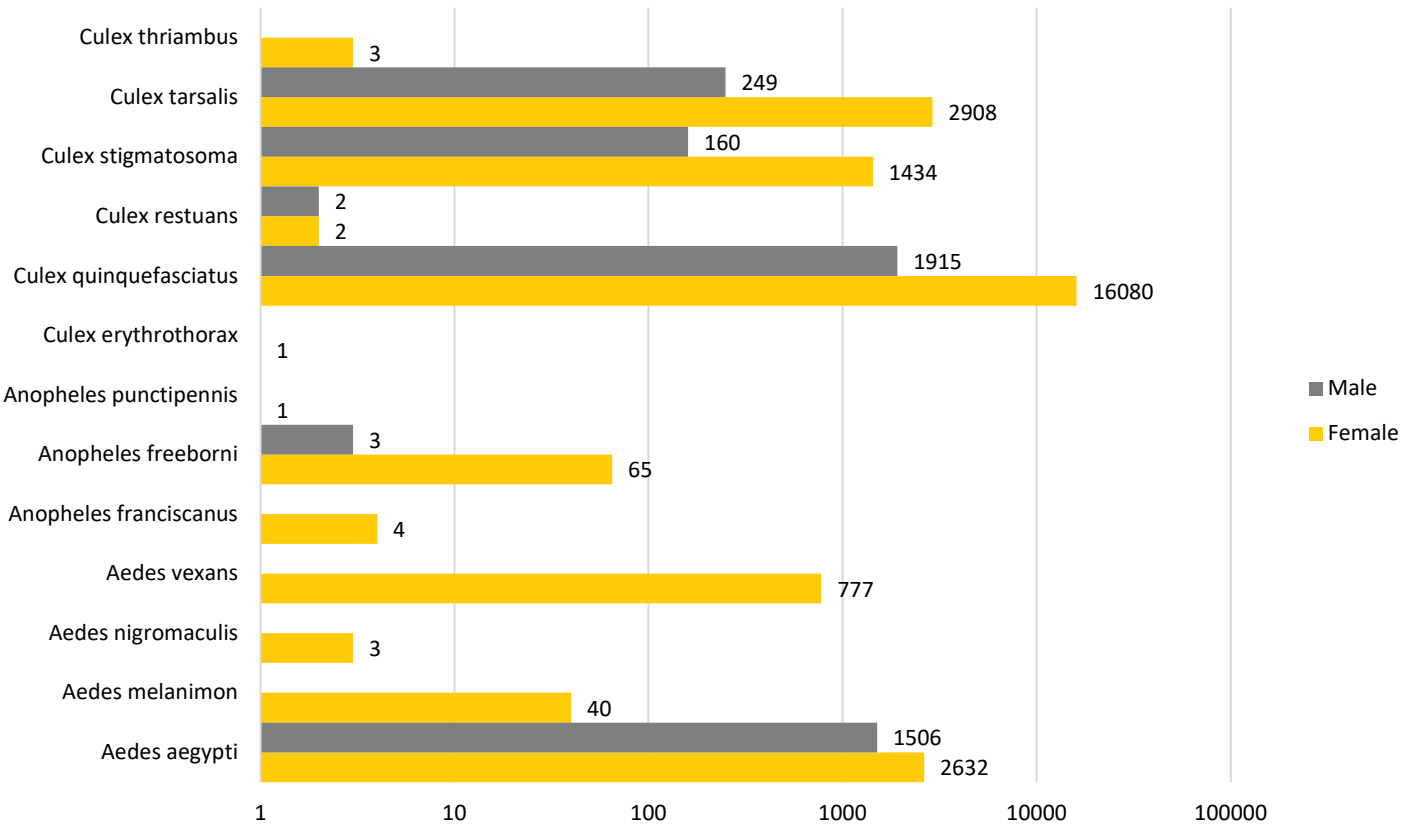
**Human Cases:** Fresno County reported and confirmed one WNV and one SLEV case in September (four WNV cases and one SLEV case confirmed for 2021).

### 2021 WEST NILE VIRUS ACTIVITY IN CALIFORNIA

LAST UPDATED: OCT 08, 2021 6:18PM PST

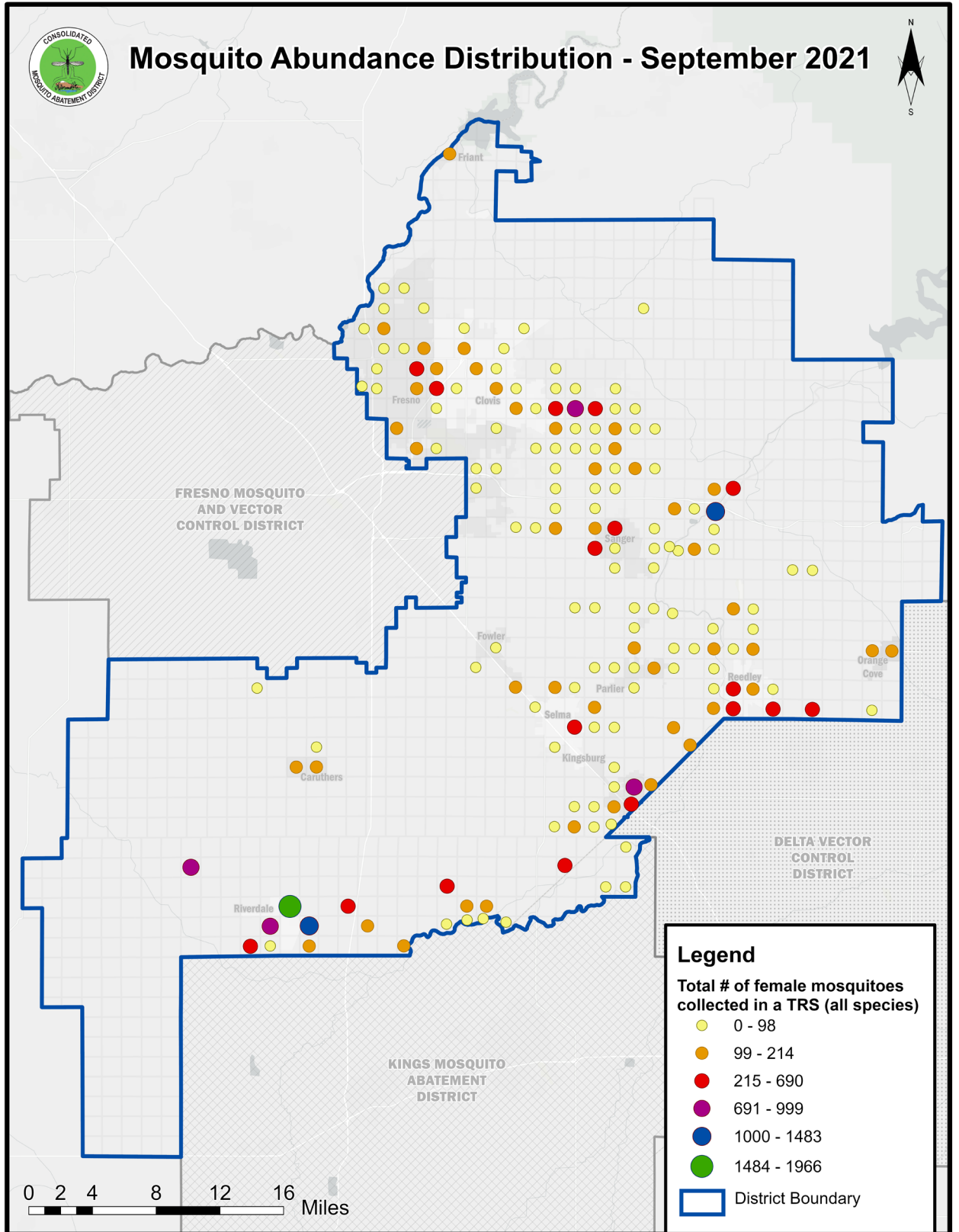


### September Mosquito Collections

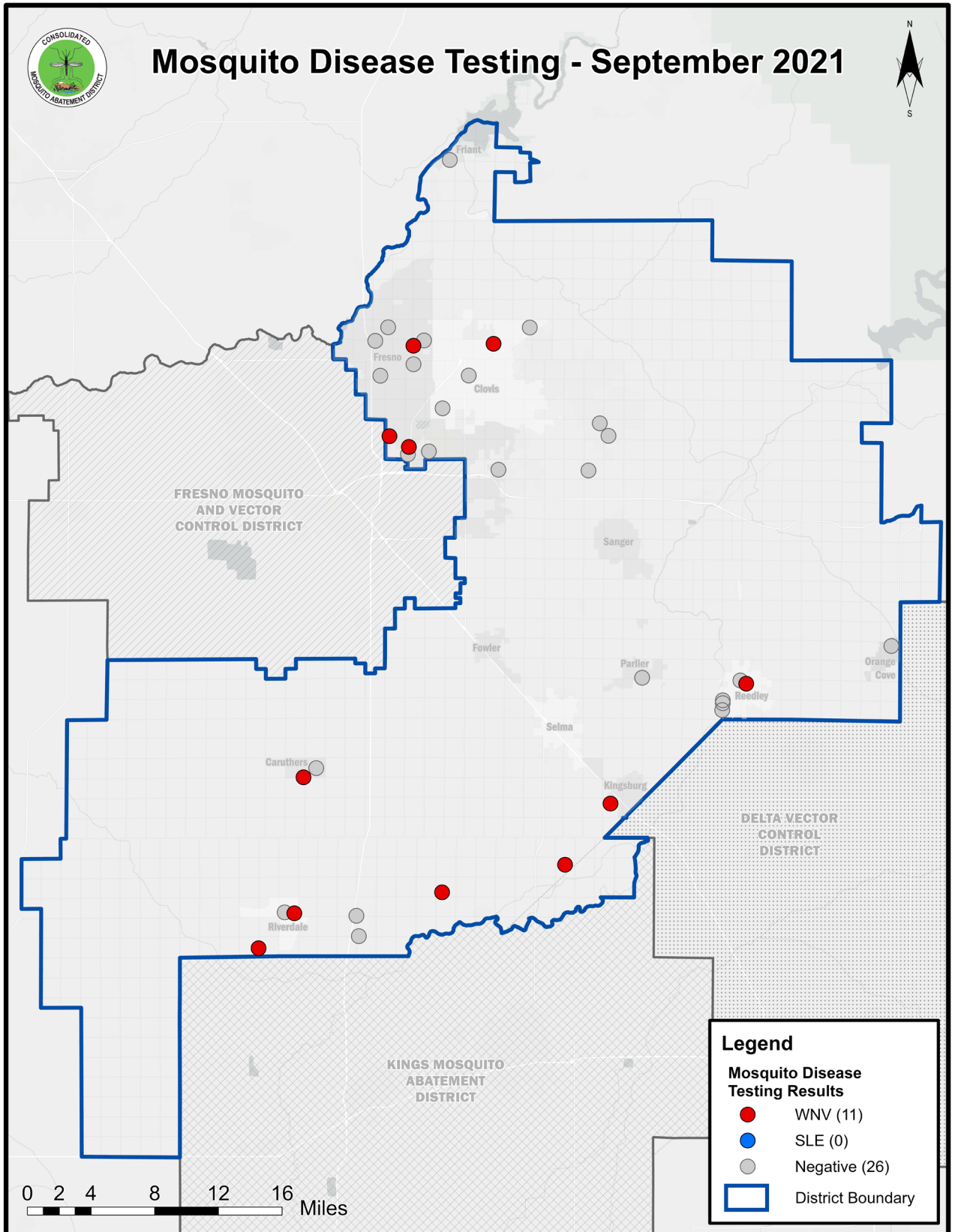


\* Mosquito pools consist of 12-50 adult female mosquitoes tested by the Davis Arbovirus Research and Training Laboratory.

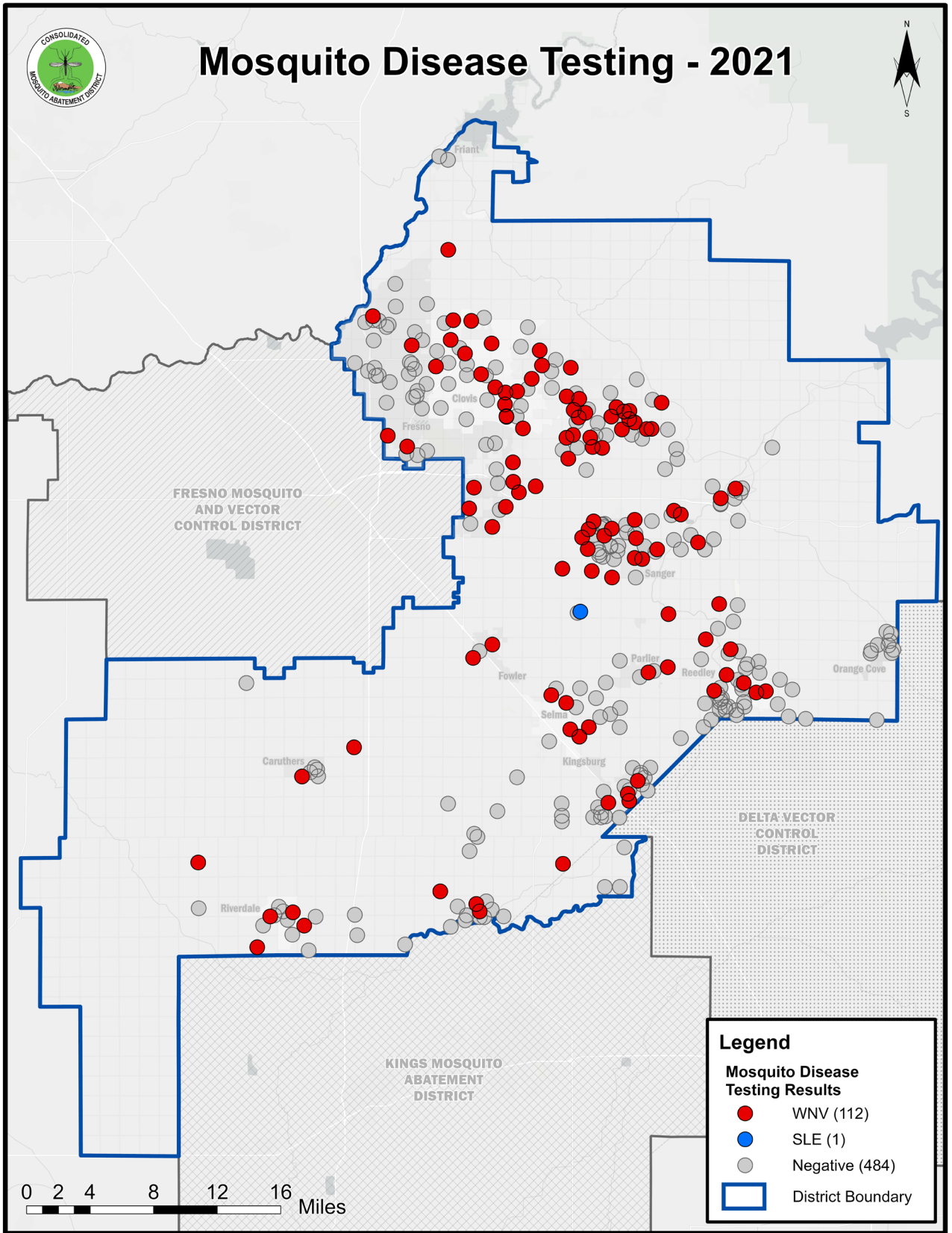
## MOSQUITO COLLECTION DATA



## MOSQUITO DISEASE TESTING IN SEPTEMBER



## MOSQUITO DISEASE TESTING TO DATE (10/8/2021)



## Community Partners

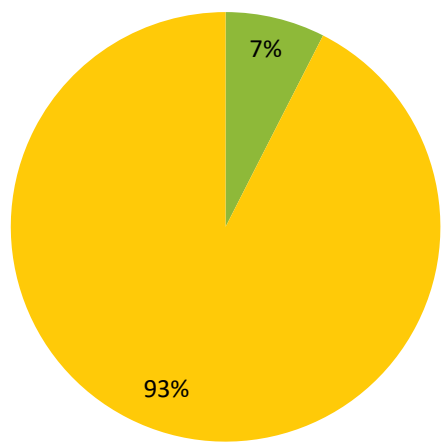
In September, community partners contacted included a condo board in Fresno, Kingsburg High School, a property management company in Sanger, and each of the incorporated cities within our service area. The following cities shared our information: Clovis (via Facebook and Instagram), Kingsburg (via Facebook and City newsletter), Reedley (via Facebook), and Fresno (via Facebook).

## Digital Outreach

### Website

In September, 1,200 people visited the District website. Of those who visited the website, 93% were new visitors.

■ Returning Visitors ■ New Visitors





### Kingsburg Carrier



*THE GEM OF THE VALLEY - #Kingsburg*

*Our Mission is to provide quality, professional services and a safe family-oriented community for our diverse residents to thrive.*

*Here is the latest news and updates around the City of Kingsburg.*

---

You must be a city resident and provide proof (utility bill, etc.) to participate. For more information contact Mid Valley at (559)897-5217 or City of Kingsburg at (559)897-5821.



#### Kingsburg Community Yard Sale

Do you like a good yard sale? Then you will love the [Kingsburg Community Yard Sale](#) this Saturday Oct 2nd!

With approximately 40 sellers and food vendors, you are sure to have a great time. The yard sale event will be held at the [Kingsburg Historical Park](#) 2320 Sierra St., from 7:30 AM to 12:00 PM this Saturday, October 2.

Be sure to visit the Kingsburg Historical Society area with tons of items at bargain prices. No donations of historical artifacts are for sale during the event.



#### Mosquito Prevention

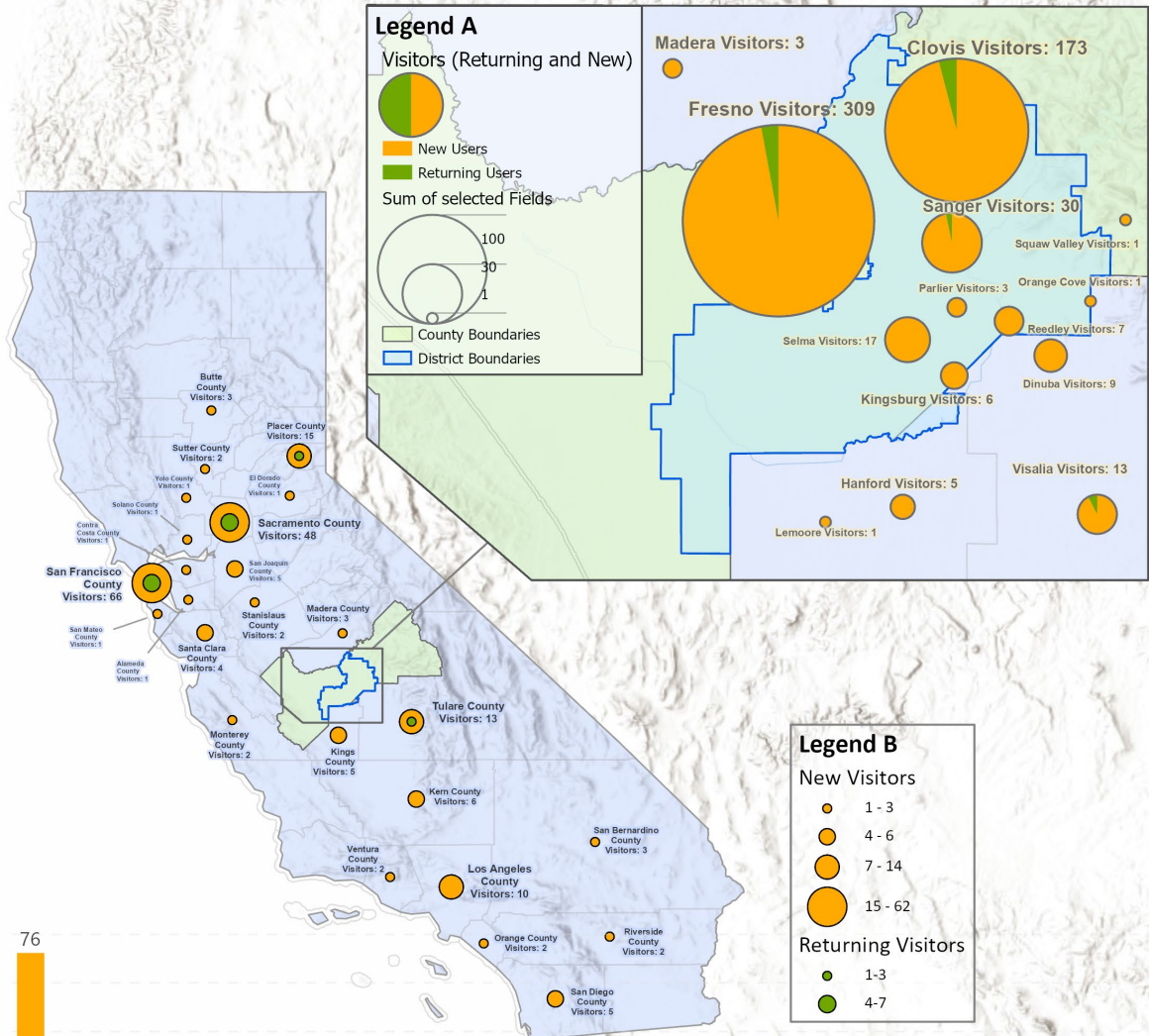
Protect yourself and your family from the West Nile virus that is an endemic to all [Central Valley communities](#). Humans can become infected after being bitten by an infected mosquito.

Ensure that you [eliminate mosquitoes](#) by dumping and draining any container holding water. Cover all yard drains with window screens or add a drain tube foam insert. Apply an EPA registered insect repellent to all exposed skin and, when possible, wear a loose long-sleeved shirt and long pants when outdoors.

For more information or to request service contact the [Consolidated Mosquito Abatement District](#) at (559) 896-1085.

## Digital Outreach

# Website Visitors — September 2021



(288 new visitors and 0 returning visitor from Outside of the United States)

## Digital Outreach

Website Analytics are used to gather performance data for various groups of pages. The District has calculated metrics for all education pages, in contrast to the total traffic received on standard website pages.

<b>Category</b>	<b>Percentage of pages viewed from total pages viewed</b>	<b>Most viewed page in category</b>	<b>Percentage of time a visitor entered our website through a page</b>	<b>Average amount of minutes a visitor viewed content on a page</b>
Education website pages combined	30%	How to screen your yard drains	37%	1:17
Standard website pages combined*	70%	Homepage	63%	1:18

\*A standard web page would be a page that is not part of the education section, such as the homepage.

## Social Media

<b>Social Media Platform</b>	<b>Number of Subscribers (change from previous month)</b>	<b>Number of posts</b>	<b>Engagement Rate</b>
Facebook	414 (↑25)	10	7.1%
Twitter	246 (↑7)	10	3.9%
Nextdoor	108,736 (↑846)	9	0.5%
Instagram	148 (↑7)	9	87.8%



**Nextdoor**





## Digital Advertising

In September, the District boosted four posts on Facebook. During the advertising period, 52% of website users came to the District website directly from Facebook; and the District website page “Disease Monitoring” was the top viewed page directly from Facebook.

Boosted post topic*	Clicks** (all)	CTR*** (all)	Cost per result^
Screen yard drains	221	8.26%	\$0.24
Mosquito development prevention	102	4.84%	\$0.12
Personal protection	250	7.66%	\$0.16
Screen yard drains	80	1.43%	\$0.01

\*A boosted post is content that is promoted by Facebook to users that do not follow our page. \*\*The number of all clicks on the boosted post. \*\*\*Click-Through Rate - the percentage of times people saw the boosted post and performed any type of click. ^The number of times the boosted post achieved an outcome, based on the objective and settings that were selected.

## News Media

On September 23<sup>rd</sup> Science Education Coordinator Katherine Ramirez was interviewed on the morning news show KSEE Sunrise. This interview focused on mosquito safety and how residents can prevent contracting the West Nile virus. The live interview was conducted over zoom and shared on Facebook.

