

PLACER MOSQUITO & VECTOR CONTROL DISTRICT
BOARD OF TRUSTEES
2021 Opportunity Drive
Roseville, CA 95678
REGULAR BOARD MEETING
AGENDA

August 21, 2023, 4:30 PM

[www.placermosquito.org](https://us06web.zoom.us/j/86165887951?pwd=RjBsQ3RCTytjUVBaSHRtMmY0dUNxUT09)

Pursuant to Governor Newsom’s Executive Order N-25-20 and N-33-20, this meeting will be conducted via teleconference. In the interest of maintaining appropriate social distancing, the Board encourages the public to participate by calling (408) 638-0968 and when prompted, enter the Meeting ID: 861 6588 7951 or

<https://us06web.zoom.us/j/86165887951?pwd=RjBsQ3RCTytjUVBaSHRtMmY0dUNxUT09>

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Board of Trustees

Rachel Radell-Harris
City of Auburn

Will Stockwin
City of Colfax

Peter Gilbert
City of Lincoln

Russ Kelley
Town of Loomis

Merry L. Holliday-
Hanson, Ph.D.
Placer County

Jill Gayaldo
City of Rocklin

Ross Hutchings
City of Roseville

General Manager
Joel Buettner

- | | |
|-------|---|
| 3-5 | 1 Call to Order |
| 7 | 2 Roll Call |
| 9-16 | 3 Pledge of Allegiance |
| 17-20 | 4 Introduction of Guest
A. Madelyn Smith |
| | 5 Agenda Review |
| | 6 Public Comment
<i>Members of the public shall be allowed to address the Board of Trustees on items which are of interest to public and which are within the jurisdiction of the Board, before or during the Board’s consideration of the item; however, no action shall be taken on any item not appearing on the agenda unless otherwise authorized by the Board pursuant to Government Code Section 54954.2(b). It is requested that comments be limited to no more than 5 minutes.</i> |
| | 7 Consent Agenda – Action item
A. Minutes of the July 17, 2023, Regular Board Meeting
B. Acknowledge Warrants Issued July 2023
C. Amended and Restated Agreement for Personal Services Placer Mosquito and Vector Control District and Mr. Joel Buettner
D. Memorandum of Understanding between Placer Mosquito and Vector Control District and Placer County Auditor Controller to Provide Financial Serviced |
| | 8 Social Media Intern Presentation – Madelyn Smith |
| | 9 Staff Reports
A. Eastern Placer Report – Angella Falco
B. Public Information and Outreach Report – Meagan Luevano
C. Field Operations and Surveillance Report – Jake Hartle
D. General Manager’s Report – Joel Buettner |

21-23
25-28

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10 Closed Session

- A. Conference with legal counsel: Existing litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9, (Claim of Cari McCormick against CalPERS)

Reconvene from Closed Session

11 Report from Closed Session

- A. Board Review and Consideration to Delegate General Manager the Authority to Respond to Claims.

12 Board/Staff General Discussion

13 Announcements

- A. The District office will be closed on September 4, 2023 in observance of the Labor Day Holiday.
- B. The next regular Board meeting will be held September 18, 2023 at 4:30 PM at 2021 Opportunity Drive., Roseville, CA 95678

14 Adjournment

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District at (888) 768-2343, fax (916) 380-5455, and/or send e-mail to info@placemosquito.org. Requests must be made as early as possible and at least one-full business day before the start of the meeting. Documents and materials relating to an open session agenda item that are provided to the PMVCD Board less than 72 hours prior to a meeting will be available for public inspection and copying at 2021 Opportunity Drive, Roseville, CA 95678.

Placer Mosquito & Vector Control District
Board of Trustees Special Board Meeting – Minutes
July 17, 2023 4:00 PM
Placer Mosquito & Vector Control District Office
2021 Opportunity Drive, Roseville, CA 95678

Pursuant to Governor Newsom's Executive Order N-25-20 and N-33-20, this meeting will be conducted via teleconference. In the interest of maintaining appropriate social distancing, the Board encourages the public to participate by calling (408) 638-0968 and when prompted, enter the Meeting ID: 874 6363 0617 or <https://us06web.zoom.us/j/87463630617?pwd=c1VSZ1ROZWkvbkw0a2xyd24yMWwhLZz09>

1. **Call to Order:** President Gayaldo called the meeting to order at 4:00 PM.
2. **Roll Call:** Trustees Jill Gayaldo, Peter Gilbert, Merry Holliday-Hanson, Russ Kelley, Will Stockwin and Rachel Radell-Harris were present. Trustee Ross Hutchings was absent with notification.
District Employees Present: Manager Joel Buettner, Jake Hartle, Isabel Alvarez, Nikki Rockwell, Meagan Luevano, Taylor Eng and Monica Hu.

Interns Taylor Eng and Monica Hu were introduced.

3. **Pledge of Allegiance** was led by Trustee Holliday-Hanson
4. **Introduction of Guests:** John Bliss, SCI Consulting Group was introduced.
5. **Agenda Review:** The Board accepted the agenda as presented.
6. **Public Comment:** There were none.
7. **Convene Public Hearing**
President Gayaldo convened the public hearing at 4:05 PM.

8. **Presentation of Engineer's Reports**

Mr. Bliss, SCI Consulting Group, provided a verbal report on recent court cases related to public agency funding, presented the engineer's reports for the 2023-2024 fiscal year, and answered questions from the Board.

9. **Board Review and Consideration of Resolution 2023-09**

A motion to approve Resolution 2023-09 Approving the Engineer's Reports, Confirming the Assessment Diagram and Assessment and Ordering the Levy of Assessments for Fiscal Year 2023-24 for the Mosquito Control District and the East County Mosquito Control and Disease Prevention District was made by Trustee Gilbert, Seconded by Trustee Stockwin approved by roll call vote.

Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, Radell-Harris and Stockwin

Noes: ∅

Abstain: ∅

Absent: Trustee Hutchings

10. **Board Review and Consideration of Resolution 2023-10**

A motion to approve Resolution 2023-10 Approving the Engineer's Reports, Confirming the Assessment Diagram and Assessment and Ordering the Levy of Assessments for Fiscal Year 2023-24 for the Expanded Services and Permanent Facility Assessment was made by Trustee Kelley, seconded by Trustee Gilbert, approved by roll call vote.

Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, Radell-Harris and Stockwin

Noes: ∅

Abstain: ∅

Absent: Trustee Hutchings

11. Board Review and Consideration of Resolution 2023-11

A motion to approve Resolution 2023-11 Ordering the Approval of 2023-24 Lincoln Special Tax Report and Directing the Levying of Taxes was made by Trustee Radell-Harris, seconded by Trustee Gilbert, approved by roll call vote.

Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, Radell-Harris and Stockwin

Noes: ∅

Abstain: ∅

Absent: Trustee Hutchings

12. Close Public Hearing

President Gayaldo closed the Public Hearing at 4:29 PM.

13. Convene Special Board Meeting

President Gayaldo convened the Special Board meeting at 4:29 PM.

14. Report from President regarding Public Hearing

Ms. Gayaldo reported that the public hearing was opened and closed with no public comment. The Board approved three (3) resolutions for the Benefit Assessments for FY 2023-24. (2023-09 Approving the Engineer's Reports, Confirming the Assessment Diagram and Assessment and Ordering the Levy of Assessments for Fiscal Year 2023-24 for the Mosquito Control District and the East County Mosquito Control and Disease Prevention District, 2023-10 Approving the Engineer's Reports, Confirming the Assessment Diagram and Assessment and Ordering the Levy of Assessments for Fiscal Year 2023-24 for the Expanded Services and Permanent Facility Assessment, 2023-11 Ordering the Approval of 2023-24 Lincoln Special Tax Report and Directing the Levying of Taxes).

15. Consent Agenda

A motion to approve the following was made by Trustee Gilbert seconded by Trustee Stockwin, approved by roll call vote.

Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, Radell-Harris and Stockwin

Noes: ∅

Abstain: ∅

Absent: Trustee Hutchings

A. Minutes of the June 26, 2023, Regular Board Meeting.

B. Acknowledge Warrants issued June 2023

C. Financial Report: Fiscal Year to Date June 31, 2023

D. Board Review and Consideration to Amend the FY 2023-2024 District Pay Scale

16. Board Review and Consideration to purchase a Hylio AG-230 Unmanned Aircraft System

A motion to purchase a Hylio AG-230 unmanned aircraft system not to exceed \$50,000 was made by Trustee Gilbert, seconded by Trustee Stockwin, approved by roll call vote.

Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, Radell-Harris and Stockwin

Noes: ∅

Abstain: ∅

Absent: Trustee Hutchings

17. Board Review and Consideration to Purchase Replacement Hand Foggers

A motion to purchase replacement hand foggers not to exceed \$12,672 was made by Trustee Kelley, seconded by Trustee Gilbert, approved by roll call vote.

Ayes: Trustees Gayaldo, Gilbert, Holliday-Hanson, Kelley, Radell-Harris and Stockwin

Noes: ∅

Abstain: ∅

Absent: Trustee Hutchings

18. Staff Reports

- A. Eastern Placer Report – Jake Hartle gave a verbal update.
- B. Public Information and Outreach Report – A written report was submitted. No additional items were reported.
- C. Field Operations and Surveillance Report – A written report was submitted. No additional items were reported.
- D. General Manager Report – Manager Buettner gave a verbal update.

19. Closed Session- was cancelled.

- A. Public employee performance evaluation: General Manager (pursuant to Government Code Section 54957).

Open Session reconvened at 5:08 PM

20. Report from Closed Session- No reportable action was taken.

21. Board/Staff General Discussion:

- Ms. Alvarez reminded the Board that she sent out training modules to Trustees that still need to complete ethics and sexual harassment trainings.

22. Announcements

- A. The next regular Board Meeting will be held on August 21, 2023, at 4:30 PM at 2021 Opportunity Drive., Roseville, CA 95678

23. Adjournment:

President Gayaldo adjourned the meeting at 5:24 PM.

Minutes approved by the Board and dated, this 21st day of August 2023 after passage.

Jill Gayaldo, Board President: _____

Attest:

Isabel Alvarez, Board Secretary: _____

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Warrants July 2023

Payment Date	Payment Type	Payee	Amount
7/5/2023	Check	JOHN WALKER HEATING AND COOLING	1,136.64
7/5/2023	Check	VECTOR CONTROL JOINT POWERS AGENCY	204,910.00
7/5/2023	Check	MEDPRO WASTE DISPOSAL LLC	222.21
7/5/2023	Check	CITIBANK NA	183.14
7/5/2023	Check	THE LEGACY GROUP INC	777.36
7/5/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	106.91
7/5/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	128.56
7/5/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	140.22
7/6/2023	Automatic Wire Payment	CALPERS - Remit-To: B OF A SAC	30,080.42
7/7/2023	Check	INFINITY TECHNOLOGIES	6,417.00
7/10/2023	Check	ARENA PESTICIDE MANAGEMENT INC	93,960.00
7/10/2023	Check	BURCHAM, KELLY J - Remit-To: 6429 TERRA WY.	1,045.99
7/10/2023	Check	CLARK, PATRICK SPENCER	1,500.00
7/10/2023	Check	HAURY, RITA E	415.50
7/10/2023	Check	CLEAR CHANNEL OUTDOOR INC - Remit-To: PO BOX 742025	5,937.50
7/10/2023	Check	MACLEOD WATTS INC - Remit-To: PO BOX 22982	1,950.00
7/10/2023	Check	CALIFORNIA STATE OF - Remit-To: Vector-borne Disease Section, Ms7307	3,287.00
7/13/2023	Check	HARRIS INDUSTRIAL GASES	80.23
7/13/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	224.79
7/13/2023	Check	HUNT & SONS INC - Remit-To: PO BOX 101630	2,971.42
7/14/2023	EFT Child Support	CASDU - California State Disbursement Unit (SDU)	1,178.76
7/19/2023	Check	US BANCORP	12,870.91
7/20/2023	Check	REPLICON INC	238.96
7/24/2023	Check	REGIONAL GOVERNMENT SERVICES AUTHORITY	2,083.86
7/24/2023	Check	SPARK CREATIVE DESIGN	111.20
7/24/2023	Check	STAR INDUSTRIES - Remit-To: 4181 POWER INN ROAD STE D	565.00
7/24/2023	Check	HARRIS INDUSTRIAL GASES	195.22
7/24/2023	Check	ADAPCO LLC	125,482.50
7/26/2023	Automatic Wire Payment	CALPERS CERBT-OPEB 555 CAPITAL MALL STE 1555	50,648.00
7/27/2023	Check	VECTOR CONTROL JOINT POWERS AGENCY	331.42
7/27/2023	Check	BUCKMASTER BUSINESS MACHINES	113.30
7/27/2023	Check	ARNAUDO BROS LP	2,249.10
7/27/2023	Check	US BANCORP	15,048.25
7/27/2023	Check	ALESHIRE & WYNDER LLP	2,553.00
7/27/2023	Check	BARTKIEWICZ, KRONICK & SHANAHAN	1,088.75
7/27/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	106.35
7/27/2023	Check	VWR FUNDING INC - Remit-To: Po Box 640169	135.84
7/27/2023	Check	TRIPEPI SMITH & ASSOCIATES INC	1,350.00
7/27/2023	Check	TRIPEPI SMITH & ASSOCIATES INC	280.00
7/27/2023	Check	TRIPEPI SMITH & ASSOCIATES INC	280.00
7/27/2023	Check	BATTERIES PLUS BULBS 8025 A GREENBACK LN	180.50
7/27/2023	Check	HARRIS INDUSTRIAL GASES	30.17
7/28/2023	Check	TEXAS LIFE INSURANCE COMPANY	116.00
7/28/2023	Check	TEXAS LIFE INSURANCE COMPANY	116.00
7/28/2023	Check	TEXAS LIFE INSURANCE COMPANY	116.00
7/28/2023	Check	AMERICAN FIDELITY ASSURANCE COMPANY	805.73
7/28/2023	Check	AMERICAN FIDELITY ASSURANCE COMPANY	805.73
7/28/2023	Check	JOHN WALKER HEATING AND COOLING	320.00
7/28/2023	Check	HARRIS INDUSTRIAL GASES	30.17
7/28/2023	Check	HARRIS INDUSTRIAL GASES	146.65
7/28/2023	Check	HARRIS INDUSTRIAL GASES	122.86
7/28/2023	Check	HARRIS INDUSTRIAL GASES	64.00
7/28/2023	EFT Child Support	CASDU - California State Disbursement Unit (SDU)	1,178.76
7/31/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	234.48
7/31/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	172.87
7/31/2023	Check	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	234.21
7/31/2023	Check	AMERICAN MOSQUITO CONTROL ASSOCIATION	5,250.00
7/31/2023	Check	APPLICATION INSIGHT LLC (Hold)	20,000.00

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**AMENDED AND RESTATED
AGREEMENT FOR PERSONAL SERVICES
PLACER MOSQUITO AND VECTOR CONTROL DISTRICT
and
MR. JOEL BUETTNER**

This AGREEMENT FOR PERSONAL SERVICES (the “Agreement”) is made and entered into this the 21 day of August, 2023 (the “Effective Date”) by and between the **PLACER MOSQUITO AND VECTOR CONTROL DISTRICT**, a California Special District formed under applicable provisions of the California Health and Safety Code Section 2000, et seq. (hereinafter referred to as “District”) and MR. JOEL BUETTNER, an individual to be employed by the District as General Manager (hereinafter referred to as “General Manager”).

Recitals

The District’s Board of Trustees wishes to enter into an employment agreement with MR. JOEL BUETTNER to provide their continued professional services as General Manager of the District, consistent with the original services agreement entered into as of December 11, 2008, and as amended on various occasions since.

NOW THEREFORE IT IS AGREED by the DISTRICT and MR. JOEL BUETTNER as follows:

- I. DUTIES: The General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position, and as such specifications may, from time to time, be amended by the Board. General Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and the District. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, mosquito and vector control districts in the State of California. Notwithstanding any other provision, General Manager shall serve as at the pleasure of the Board and may be discharged at any time with or without cause.

The General Manager shall perform essential functions and responsibilities and duties as provided in the Job Description for the General Manager position as that Job Description may from time to time be modified by the Board of Trustees. These duties include, but shall not be limited to, the following:

- Provide overall executive direction of day-to-day and long-term operations and activities of the District, organizing and assigning responsibilities, and directing and overseeing the management provided by subordinate managers.
- Provide general direction on the design, construction, operation, and maintenance of all planned or proposed District facilities and activities.

Agreement for Personal Services Between
Placer Mosquito and Vector Control District and Mr. Joel Buettner

- Within guidelines established by the Board, direct the establishment of overall strategic plans, long-term goals, and objectives.
- Keep the Board of Trustees advised of District activities and laws, issues, or problems that may affect District operations.
- Review and implement policies adopted by the Board and make appropriate recommendations to the Board.
- Represent the Board of Trustees and the District in contacts with various federal, state and local government agencies, community groups and businesses, and other professional organizations.
- Negotiate a variety of contracts and agreements on the District's behalf in accordance with Board policy, direction, or delegation.
- Oversee preparation and implementation of the annual District budget.
- Monitor and implement all personnel rules and regulations in accordance with applicable laws and regulations.
- Respond to and resolve difficult and sensitive customer inquiries and complaints.
- Maintain and improve professional proficiencies.

- II. GENERAL MANAGER AND BOARD RESPONSIBILITIES: The Board of Trustees is the governing body of the District and retains the responsibility of formulating and adopting District policy. The General Manager has the primary responsibility for the implementation of District policy.
- III. PERSONNEL MATTERS: The General Manager has the additional responsibility to hire, train, discipline, and discharge the District's employees, including administrative and supervisory staff to best serve the District. It is, however, understood and agreed that these responsibilities are specifically limited by the fact that the Board of Trustees of the District must specifically approve the creation and authorization of positions, and the establishment and adjustment of pay scales.
- IV. EFFECTIVE DATE AND TERM: From and after the Effective Date and until terminated by one of the parties pursuant to Section X of this Agreement, General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position as approved by the Board as of the Effective Date and as such specifications may, from time to time, be amended by the Board.
- V. COMPENSATION: The General Manager is paid an annual salary equivalent to the top step of the District's pay scale for the General Manager position for fulfilling their duties, accruing neither overtime nor compensatory time, prorated and payable bi-weekly in accordance with the District's standard payroll procedures. The General Manager's annual salary, as of July 1, 2023, is \$182,187.20. General Manager compensation is subject to the following adjustments:

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- a. The Board of Trustees shall evaluate the General Manager's pay scale annually and make increases to reflect cost of living changes based on the percentage increase in the cost of living, determined by the Consumer Price Index, U.S. Department of Labor, for April of the current year vs. April of the prior year, Urban Wage Earners and Clerical Workers Index (West Urban-Class A, all items, United States). Any such increases will be subject to a written amendment to this Agreement.
- b. The General Manager shall receive a \$500 monthly stipend, in lieu of mileage reimbursements, for use of their personal vehicle commuting to and from work and other relevant travel on District business.
- c. The General Manager shall accrue 10 days (80 hours) of Administrative Leave on the first day of each calendar year; however, the total Administrative Leave accrual shall not exceed 10 days (80 hours) at any time. All other benefits shall be normally accrued and granted when Administrative Leave is taken. Administrative Leave shall be credited as of January 1 of each year and must be used no later than December 31 of the same year. If the General Manager does not utilize their Administrative Leave by October 30 of any calendar year, they may be paid out in November of that year for any unused Administrative Leave.

VI. HOURS OF WORK: The regular business hours of the District are 8:00 AM to 5:00 PM from Monday through Friday. It is recognized that the General Manager must devote a great deal of time outside the normal hours of business for the District, and to that end the General Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the District and shall allow General Manager to faithfully perform their assigned duties and responsibilities. The duties of General Manager may require in excess of forty (40) hours per week or eight (8) hours per day. The General Manager is an exempt employee and shall not be compensated for overtime hours worked or eligible for compensatory time off for hours worked beyond forty (40) hours per week or eight (8) hours per day.

General Manager shall maintain a continuous presence or means of communication with District staff at all times, either in person or via telephone, cell phone, or e-mail. When unavailable, General Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff. If District is unable to contact General Manager in a reasonable time for reasons beyond the General Manager's control such as on-duty or off-duty air travel, General Manager's presence in areas without cellular phone service, email access, international travel or other similar circumstances, General Manager's inability to maintain continuous availability shall not be considered a breach of this Agreement or grounds for termination for cause.

VII. BENEFITS: The General Manager shall be afforded the following benefits package:

- a. General Manager shall receive the same group insurance (including medical, dental, and visions), retirement, sick leave, and other benefits provided to regular full time District employees, in accordance with District's personnel rules and regulations, as these may be amended from time to time.

Agreement for Personal Services Between
Placer Mosquito and Vector Control District and Mr. Joel Buettner

- b. The District shall pay the employer contribution to the CalPERS retirement and retiree medical benefits. The General Manager shall pay through payroll deductions the employee share of CalPERS retirement and retiree medical benefits in the same percentage and manner as regular full-time employees of the District as provided for in the District's personnel rules and regulations, as these may be modified from time to time.
- c. The General Manager shall be entitled to paid vacation time off and will accrue paid vacation at the rate of 4 weeks (160 hours) per year, and which shall be provided otherwise in accordance with the District's personnel rules and regulations.
- d. The General Manager shall receive eleven (11) paid holidays, as otherwise provided in the District's personnel rules and regulations for regular full time employees, and two (2) floating holidays per year. Floating holidays shall be credited as of January 1 of each calendar year and must be used by December 31 of that same year. If the General Manager does not utilize their floating holidays by October 30 of any calendar year, they may be paid out in November of that year for any unused floating holidays.

VIII. GENERAL BUSINESS EXPENSES:

- a. Subject to prior approval of the specific dues, subscriptions and memberships by the Board of Trustees, the District agrees to pay for professional dues and subscriptions of the General Manager as may be necessary for professional development, membership and participation in regional, state, and local associations, and organizations necessary and desirable for the General Manager's continued professional participation, growth, and advancement, and for the good of the District.
- b. Subject to the funds approved and available in the District's travel budget, the District agrees to pay for travel and subsistence expenses (alcoholic beverages excluded) of General Manager for professional and official travel, meetings, short courses, institutes, seminars and occasions to regional, state, and local governmental groups and committees in which General Manager serves as a member to adequately continue the professional development of General Manager and to pursue necessary official functions for District.
- c. Subject to approved budget allocation, any additional expenses incurred while performing District business will be reimbursed in accordance with District policy.
- d. The District shall bear the full cost of any fidelity or other bonds required of the General Manager under any law or ordinance.

IX. EVALUATION: The Board shall evaluate the performance of the General Manager annually. The evaluation shall be based on the duties of the General Manager and agreed upon performance objectives.

Failure of the Board to complete the evaluation process shall not preclude the Board from giving notice of termination in accordance with the Termination section of this Agreement.

Agreement for Personal Services Between
Placer Mosquito and Vector Control District and Mr. Joel Buettner

- X. TERMINATION, DISMISSAL, AND SEVERANCE: The General Manager shall serve at the will and pleasure of the District Board of Trustees and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent the District from terminating this Agreement and the services of the General Manager in its sole discretion. The procedures in the District's personnel rules and regulations applying to termination shall not apply to this Agreement. The following provisions shall apply to termination and dismissal:
- a. The Board of Trustees shall have the right to discharge the General Manager and terminate this Agreement for cause in the event of:
 - (i) any willful breach of duty of this Agreement by the General Manager in the course of their employment;
 - (ii) the General Manager's habitual neglect of or failure to perform their duties as outlined in this Agreement;
 - (iii) conviction of a felony or a crime involving moral turpitude. In the event of the General Manager's termination for cause, the General Manager shall not be entitled to any severance pay or continuation of health benefits; or
 - (iv) the death of the General Manager.
 - b. If the Board of Trustees terminates the employment of the General Manager without cause, the District shall pay the General Manager severance pay in an amount equal to six (6) months of monthly base salary only.
 - c. One (1) month's severance payment shall be paid each month for six (6) successive months beginning fifteen (15) days following the effective date of the termination and is subject to applicable withholding taxes.
 - d. This Agreement may be terminated by mutual written agreement between the parties.
 - e. This Agreement may terminate by expiration of its term.

This section is intended to comply with Section 53260 et seq. of the California Government Code. Pursuant to California Government Code Section 53260, in no event shall General Manager receive a settlement that exceeds an amount equal to their monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement or their monthly salary multiplied by eighteen (18), whichever is less.

Pursuant to California Government Code Section 53243.2, any severance payment or other non-contractual payments related to termination paid to General Manager under Section X of this Agreement shall be fully reimbursed by General Manager to the District if General Manager is convicted of a crime involving an abuse of their office or position. For purposes of this Agreement, the phrase "abuse of their office or position" shall have the meaning set forth in Government Code Section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4 which require reimbursement to the District under circumstances stated therein.

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This Agreement, the General Manager's employment, and the District's obligations to compensate the General Manager, excepting benefits which are specifically identified to continue into retirement, shall cease on the effective date of General Manager's termination.

The General Manager may terminate this Agreement at any time upon ninety (90) days written notice to the Board of Trustees. In the event that the General Manager should exercise their option to terminate this Agreement (resign from District employment), the General Manager shall be entitled to all salary and benefits accrued and owing pursuant to this Agreement; but shall not be entitled to any severance pay or continuation of health benefits, except as may apply in the event General Manager retires from the District.

Notwithstanding anything in this Agreement to the contrary, in the event of the General Manager's termination without cause, the severance pay and other benefits, including the option to retire, provided in this Agreement shall be the General Manager's sole remedy.

The District's most current personnel rules and regulations shall apply except for those provisions outlined in this Agreement which shall supersede those rules and regulations.

- XI. APPLICABLE LAW: This Agreement shall be constructed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

Upon the expiration or termination of this Agreement, the General Manager shall not be entitled to any severance pay or continuation of health benefits, except those limited to the provision of COBRA benefits, except as otherwise provided for therein.


- XII. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the District and the General Manager and supersedes all prior agreements respecting the same subject, provided however, that all practices as described in the personnel rules and regulations, as they now exist or may thereafter be amended shall apply to the General Manager, unless contrary to specific provisions of this Agreement.

Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or any one acting on behalf of any party, which are not included therein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

- XIII. WAIVER OF RIGHTS: Any waiver at any time by either party thereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

- XIV. REMEDIES NOT EXCLUSIVE: The use by either party of any remedies specified therein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- XV. HEADINGS: Paragraph headings and titles of attachments as used therein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.
- XVI. INTERPRETATION: The parties acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.
- XVII. WORKER'S COMPENSATION: Pursuant to the State of California Labor Code, Section 3700 et seq., the District shall secure workers' compensation insurance for the General Manager.
- XVIII. INDEMNIFICATION: District shall provide for the defense of General Manager in any action or proceeding alleging an act or omission within the scope of employment of General Manager in conformance with State law (Government Code Sections 995 et seq.). In addition, any funds provided by District for the legal criminal defense of Employee shall be fully reimbursed to the District by General Manager if the General Manager is convicted of a crime involving an abuse of their office or position as required under Government Code Section 53243.1.
- XIX. AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both the General Manager and the District.
- XX. NOTICE: Any notices required or permitted pursuant to this Agreement shall be given in person or by certified or registered mail, addressed as follows:

To District: President of the Board of Trustees
Placer Mosquito and Vector Control District
2021 Opportunity Drive
Roseville, CA 95678

To General Manager: Joel Buettner


- XXI. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement

Agreement for Personal Services Between
Placer Mosquito and Vector Control District and Mr. Joel Buettner

IN WITNESS WHEREOF, the District and General Manager have executed this Agreement as of the Effective Date.

Date _____

Date _____

By: _____
District Secretary

Date

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Board Review and Consideration to Approve Memorandum of Understanding between Placer Mosquito and Vector Control District and Placer County Auditor Controller to Provide Financial Services

Background:

This is an annual MOU renewal for Placer County financial services.

Fiscal Impact:

Charges for Placer County services are budgeted for annually.

Staff Recommendation:

Staff recommends the Board approve the Placer County MOU for the 2023-2024 Fiscal Year as presented.



COUNTY OF PLACER

OFFICE OF THE AUDITOR-CONTROLLER

ANDREW C. SISK, CPA
Auditor-Controller
E-mail: asisk@placer.ca.gov

NICOLE C. HOWARD, CPA
Assistant Auditor-Controller
E-mail: nhoward@placer.ca.gov

July 1, 2023

To the Board of Directors and Management
Placer County Mosquito and Vector Control District

The Auditor-Controller is pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2023-2024 fiscal year.

A. Scope of Services

The Auditor-Controller will provide the following services to Placer County Mosquito and Vector Control District (District):

1. **General Accounting** – includes use of the County's centralized accounting system and recording of financial system entries submitted by the District. Transactions will be reviewed for authorization by appropriate District personnel prior to processing. This also includes compiling the District's financial information to report within the County's Cost Plan, if applicable.
2. **Accounts Payable** – includes processing payment claims by warrant, wire, or ACH. Claims will be reviewed to validate authorized District signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of the service agreement. Maintaining vendors and payments for purposes of 1099 reporting along with issuing 1099 forms for the calendar year, if applicable.
3. **Payroll** – includes bi-weekly payroll processing and validating employees' timecards including wage garnishments, recording, and mailing payments, submitting retirement and deferred compensation data, remitting tax payments, filing quarterly tax reports, issuing W-2 forms, and maintaining complete records. All payroll will be reviewed by the District prior to submitting for payment.
4. **Financial Statements**- includes compiling the applicable fiscal year(s)' financial information into financial statements.
5. **Adopted Budget** – includes recording your District's adopted budget, ensuring expenditures do not exceed authorized budget and processing budget revisions.
6. **Gann Limit** - calculation of appropriation limit for the current fiscal year and measurement (testing) of appropriation limit for the previous fiscal year to assist the District in meeting the requirements of Article XIII B, Section 1.5 of the California Constitution.

B. Term

The term of this Agreement will commence on July 1, 2023, and end on June 30, 2024. Subject to written agreement of the parties, this agreement may be renewed annually.

C. Responsibilities of Auditor-Controller

The Auditor-Controller's responsibility under this Agreement is to perform the services enumerated above. The Auditor-Controller will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment.

The Auditor-Controller's services are not designed to detect instances of fraud, noncompliance with laws or regulations or significant errors; however, the Auditor-Controller will communicate to District any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to their attention. Neither the County nor the Auditor-Controller will be held liable should any instances of fraud, noncompliance with laws or regulations or significant errors be subsequently discovered by either District or through a claim or lawsuit to District.

D. Responsibilities of District Management

District is responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all District Board authorized budgets and budget amendments. The District is encouraged to routinely provide accounting reports and payment registers to its Board for review.

District agrees to inform County of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services provided the District management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. District agrees to hold the County and the Auditor-Controller harmless for any subsequent claims or lawsuits that may arise from the results of the services.


Annual Cost and Billing

The annual cost of services identified above is \$15,321.76. Your District will be billed by journal entry during the third quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your District.

Agreement

The Auditor-Controller appreciates the opportunity to be of service to you and believes this letter accurately summarizes the significant terms of your agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Please execute this document and return the original version to my office at your earliest convenience.

Sincerely,



Andrew C. Sisk, CPA
Auditor-Controller

We, the undersigned, have read and agree to the terms of this Agreement. We represent we have the authority to execute this Agreement on behalf of the Placer County Mosquito and Vector Control District.

Authorized Signature Director: _____ Dated: _____

Authorized Signature Board Chair: _____ Dated: _____

District Name: _____



Public Information and Outreach Report

Reporting period: August 2023

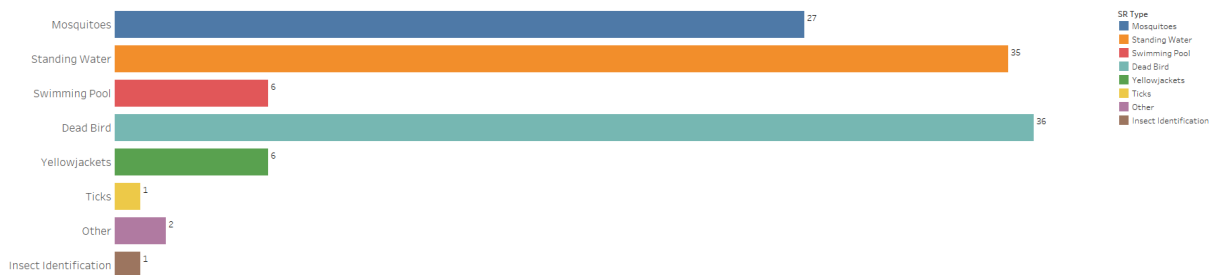
Prepared by: Meagan Luevano, Public Information Officer

AT-A-GLANCE

- Social media internship wrapping up. Maddie will give a presentation.
- Participated in National Night Out event in Roseville.
- Launched PCWA collaboration.

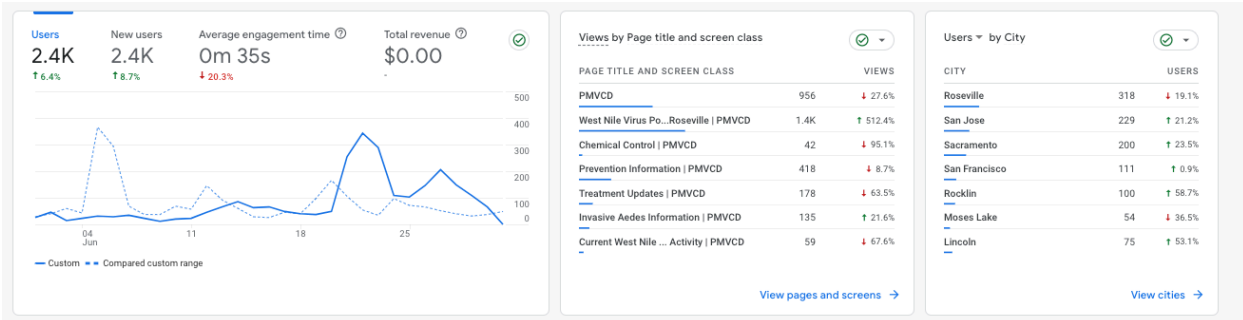
SERVICE REQUESTS

In July 2023, a total of 114 service requests were submitted.

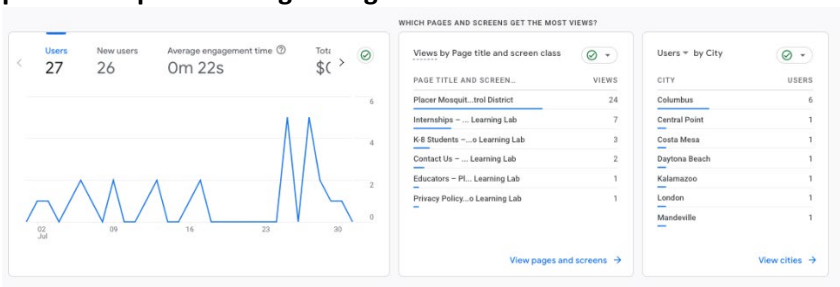


WEBSITE ANALYTICS

placermosquito.org



placermosquitolearninglab.org





CITY COUNCIL PRESENTATIONS

- City of Roseville, June 21 - complete
- Placer County Board of Supervisors, June 27 - complete
- Town of Loomis, July 11 – complete
- City of Colfax, July 12 - complete
- City of Rocklin, August 22
- City of Auburn, Rescheduled to August 28
- City of Lincoln, Rescheduled to September 12
- Video report to MACs – September 2023

COMMUNITY OUTREACH AND EDUCATION EVENTS

- Loomis Library Learning Lab – Saturday, September 9
- Hot Chili Cool Cars – Saturday, September 16
- The Great Auburn Ravine Creek Clean Up – Saturday, September 23
- Loomis Eggplant Festival – Saturday, October 7

SCHOOL OUTREACH

- Planning for 2023/24 school assemblies

OUTREACH MATERIALS/SOCIAL MEDIA/ADVERTISING

- Ongoing social media development
- Monthly eblasts
- Treatment notifications
- PCWA partnership planning
- Invasive *Aedes* and West Nile virus strategic communications outreach - ongoing



Profiles

Review your aggregate profile and page metrics from the reporting period.

Profile	Audience	Net Audience Growth	Published Posts	Impressions	Engagements	Engagement Rate (per Impression)	Video Views
Reporting Period Jun 1, 2022 – Jun 30, 2022	3,007 ↗ 6.6%	35 ↗ 169.2%	46 ↗ 21.1%	10,294 ↗ 56.4%	800 ↗ 222.6%	7.8% ↗ 106.2%	2,540 ↗ 9,307.4%
Compare to May 1, 2021 – May 30, 2021	2,822	13	38	6,581	248	3.8%	27
Placer Mosquito and ...	—	1	0	0	0	—	—
placermosquito	404	10	13	1,474	125	8.5%	592
@PlacerMosquito	1,095	8	16	3,556	159	4.5%	575
Placer Mosquito & Ve...	1,508	16	14	5,264	516	9.8%	1,373
Placer Mosquito	—	—	3	N/A	0	N/A	—

INTERNAL COMMUNICATIONS & NEWS

- N/A

MEDIA RELATIONS

ABC News 10	Online/Broadcast	https://www.abc10.com/video/news/local/california/placer-county-sees-record-number-of-west-nile-virus-in-mosquitoes/103-1cc77270-2c82-4e08-8b8d-b88bc1f04ea7
SacBee	Online	https://www.sacbee.com/news/local/health-and-medicine/article277510453.html
Fox40	Online	https://fox40.com/news/local-news/roseville/aedes-aegypti-mosquito-eggs-roseville/
Gold Country Media	Online	https://goldcountrymedia.com/news/294795/vector-control-sees-record-west-nile-detections/
Daily Republic Fairfield	Online	https://www.dailyrepublic.com/all-dr-news/solano-news/solano-county/solano-mosquito-abatement-district-adding-drones-to-toolbox/

PROFESSIONAL TRAININGS & CONFERENCES

- MVCAC Fall Meeting in Palm Springs – October 2-4

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Field Operations and Surveillance Report

Prepared August 15, 2023

Assistant Manager: Jake Hartle

Supervisors: Scott Schon

Mosquito Surveillance & Vector-borne Disease Testing

• Adult Mosquito Abundance

- Trapping results for *Culex tarsalis*, which primarily breeds in the rice fields, decreased the past couple of weeks (Figure 1), this is potentially due to environmental conditions such a high wind during the trap night along with aerial adulticide and larvicide applications.
- Figure 2 shows a decrease of *Culex pipiens*, this decrease is mainly due to truck adulticide and a second round of catch basin treatments.

Figure 1: *Culex tarsalis* adult mosquito count per trap night (red line), compared to the three-year average (green bars) by calendar weeks. (Week 32 represents August 6-12)

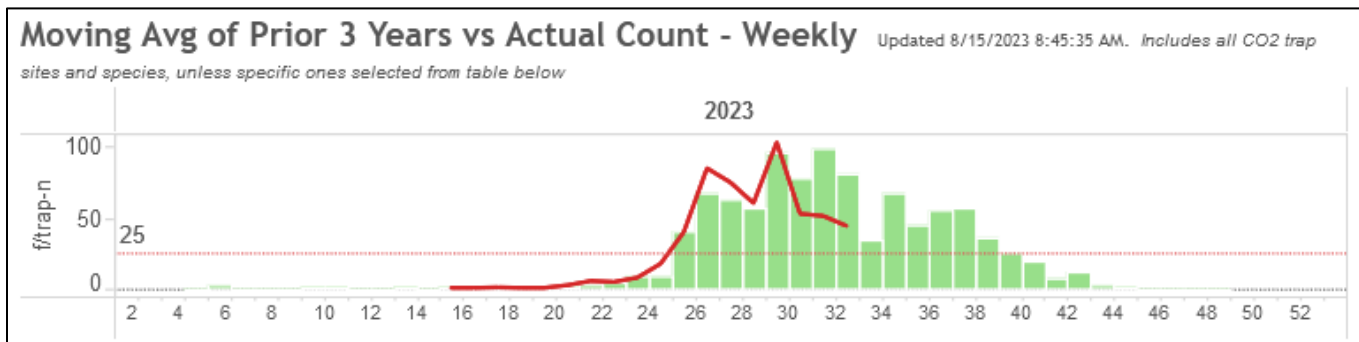
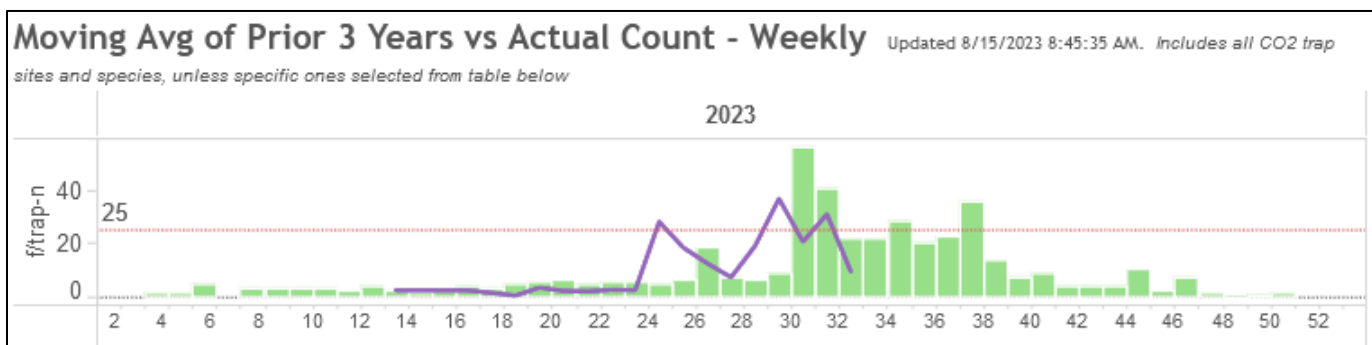


Figure 3: *Culex pipiens* adult mosquito count per trap night (purple line), compared to the three-year average (green bars) by calendar weeks. (Week 32 represents August 6-12)



- **Invasive Mosquitoes**

- In addition to the June 13 detection of invasive *Aedes* in the Cherry Glen neighborhood in Roseville, we have also detected invasive *Aedes* in the adjacent neighborhood of Thieles Manor.
- These detections further confirm an endemic population of *Aedes aegypti* in these neighborhoods.
- Door to door inspections, additional trapping and adulticide and larvicide applications are being performed in response.

- **Vector-borne Disease Testing**

- Mosquitoes: **127** WNV positive mosquito samples (*Cx. tarsalis*) out of 1092 tested, have been detected in 2023. For the same duration 1.8% of the samples tested were WNV positive in 2020, 2.7% in 2021, and 4.3% in 2022.
- Dead Bird: **20** positive birds (WNV) out of 108 tested, have been detected in 2023.

Positive Detections for 2023 Year to Date (January 1- August 14)			
	WNV	SLE	WEE
Mosquito Samples	127/1092 (11.6%)	NA	NA
Dead Birds	20/108 (18.5%)	NA	NA

Operations

- **Source Work**

- In the month of July, Vector Control Technicians completed 96 service requests.
- Made 5,253 treatments to both adult and larval mosquito sources, including treating 4,972 catch basins and 1 UAS larvicide application.

- **Aerial Larvicide Treatments**

- The last larvicide treatment to conventional rice field was made on August 15, as the rice grows the liquid larvicide penetration through the rice canopy becomes less efficient.
- The week of July 30, granular larvicide treatments to organic rice fields was adjusted to focus resources on higher priority areas such as proximity to population, disease detection, and mosquito abundance.



- **Aerial Adulticide Treatments**

- This season, in response to high abundance of adult *Culex tarsalis* and positive West Nile virus mosquitoes, we have made 9 aerial adulticide ultra-low volume (ULV) applications and treated approximately 80,000 acres by in Placer County..
 - Application locations include areas of Lincoln, Elverta and the West Roseville neighborhoods of West Park, Sun City, Sierra Vista, and rural agriculture areas of west Placer County.

- **Ground Treatments**

- In response to high abundance of adult *Culex tarsalis*, positive West Nile virus mosquitoes, and invasive *Aedes* detections:
 - July: 16 ground adulticide truck applications
 - 3 A-1 WALs applications for invasive mosquitoes

California Arbovirus Surveillance Bulletin #18

Week 32 Friday, August 11, 2023



WEEKLY UPDATE

Humans

West Nile virus

A total of 6 human cases of West Nile virus (WNV) were reported this week from 5 counties: Butte (2), Madera (1), Merced (1), Riverside (1), and San Bernardino (1). **These are the first human cases of WNV reported from Butte, Madera, and Riverside counties this year.** In 2023, a total of 14 human cases of WNV have been reported from 8 counties: Butte (2), Kern (1), Madera (1), Merced (2), Riverside (1), San Bernardino (3), San Joaquin (1), and Tulare (3). Of the 14 cases, 10 (71%) had neuroinvasive disease. The median age of the case-patients was 50 years and 13 (93%) of the case-patients were male. The dates of symptom onset ranged from June 30 to July 30. In addition to the 14 WNV human cases, 2 asymptomatic WNV-positive blood donors have been reported from 2 counties: Butte (1), and San Bernardino (1). At this time last year, 12 human cases of WNV had been reported from 8 counties.

St. Louis encephalitis virus

No human cases of St. Louis encephalitis virus (SLEV) were reported this week. In 2023, 1 human case of SLEV has been reported from 1 county. At this time last year, 3 human cases of SLEV had been reported from 2 counties.

Dead Birds

A total of 55 new WNV positive dead birds were reported this week from 13 counties: Alameda (4), Contra Costa (2), Los Angeles (1), Placer (4), Riverside (6), Sacramento (19), San Joaquin (2), Santa Clara (3), Solano (2), Sonoma (1), Stanislaus (1), Sutter (2), and Yolo (8). In 2023, 236 WNV positive dead birds have been reported from 20 counties. At this time last year, 68 WNV positive dead birds had been reported from 13 counties.

Mosquito Pools

West Nile virus

A total of 416 new WNV positive mosquito pools were identified from 22 counties: Butte (18), Contra Costa (2), Fresno (22), Imperial (2), Kern (15), Los Angeles (35), Madera (22), Merced (2), Orange (11), Placer (19), Riverside (2), Sacramento (37), San Bernardino (21), San Joaquin (70), Santa Clara (4), Shasta (21), Solano (1), Stanislaus (34), Sutter (6), Tulare (42), Yolo (29), and Yuba (1). In 2023, 1,988 WNV positive mosquito pools have been reported from 26 counties. At this time last year, 1,263 WNV positive mosquito pools had been reported from 23 counties.

St. Louis encephalitis virus

A total of 20 new SLEV positive mosquito pools were identified from 5 counties: Fresno (7), Imperial (1), Kern (2), Stanislaus (2), and Tulare (8). In 2023, 182 SLEV positive mosquito pools have been reported from 9 counties. At this time last year, 15 SLEV positive pools had been reported from 4 counties.

Sentinel Chickens

A total of 33 WNV positive chickens were reported this week from 4 counties: Butte (18), Sutter (6), Tulare (6), and Yuba (3). **These are the first WNV positive sentinel chickens reported from Yuba County this year.** In 2023, 60 WNV positive chickens have been reported from 5 counties. At this time last year, 17 WNV positive chickens had been reported from 5 counties.