

**PLACER MOSQUITO & VECTOR CONTROL DISTRICT
BOARD OF TRUSTEES**

2021 Opportunity Drive
Roseville, CA 95678

**REGULAR BOARD MEETING
AGENDA**

September 21, 2026, 4:30 PM

www.placermosquito.org

This meeting will be conducted in person and via teleconference. Trustees may, as provided by law, participate remotely under some circumstances. The Board encourages the public to participate remotely by calling (669) 900-6833 and when prompted, enter the Meeting ID: 898 1562 4687 or <https://us06web.zoom.us/j/89815624687>

Page

Board of Trustees

Sandy Bendorf
City of Auburn

Will Stockwin
City of Colfax

Peter Gilbert
City of Lincoln

Russ Kelley
Town of Loomis

Merry Holliday-
Hanson
Placer County

Jill Gayaldo
City of Rocklin

Ross Hutchings
City of Roseville

General Manager
Joel Buettner

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Agenda Review

5 Public Comment

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.

6 Consent Agenda – Action item

- 3-4 A. Minutes of the August 17, 2026, Regular Board Meeting
5-7 B. Financial Report: Fiscal Year to Date August 31, 2026
9-10 C. Acknowledge Warrants Issued August 2026

7 Placer MVCD Invasive *Aedes aegypti* Update Presentation- Mike Ashley, Operations Supervisor

8 Consideration of MapVision Gen 2 Support and Hosting Agreements with Orion Systems Integrators, LLC – Action item

9 Staff Reports

- 37-39 A. Eastern Placer Report – Angella Falco
41-45 B. Public Information and Outreach Report – Emma Carlson
47-50 C. Field Operations and Surveillance Report – Jake Hartle
51 D. General Manager's Report – Joel Buettner

10 Board/Staff General Discussion

11 Announcements

- A. The next regular Board meeting will be held October 19, 2026, at 4:30 PM at 2021 Opportunity Drive., Roseville, CA 95678.

12 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@placermosquito.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 Regular Board Meeting – Minutes
August 17, 2026, 4:30 PM
Placer Mosquito & Vector Control District Office
2021 Opportunity Drive, Roseville, CA 95678

This meeting will be conducted in person and via teleconference. Trustees may, as provided by law, participate remotely under some circumstances. The Board encourages the public to participate remotely by calling (669) 444-9171 and when prompted, enter the Meeting ID: 898 1562 4687 or <https://us06web.zoom.us/j/89815624687>

1. **Call to Order:** President Bendorf called the meeting to order at 4:30 PM.
2. **Roll Call:** Trustees Sandy Bendorf, Peter Gilbert, Jill Gayaldo, Merry Holliday-Hanson, Ross Hutchings, Russ Kelley, and Will Stockwin were present.

District Employees Present: Manager Joel Buettner, Jake Hartle, Isabel Alvarez, Angella Falco, Emma Carlson, Nikki Rockwell, and Kathleen Lawhead.

3. **Pledge of Allegiance** was led by Trustee Ross Hutchings
4. **Agenda Review:** The Board accepted the agenda as presented.
5. **Public Comment:** There were none.

6. **Consent Agenda**

- A. Minutes of the July 20, 2026 Special Board Meeting
- B. Financial Report: Fiscal Year to Date June 30, 2026 - Preliminary
- C. Acknowledge Warrants Issued July 2026

A motion to approve the Consent Agenda was made by Trustee Gilbert, seconded by Trustee Stockwin, and approved as follows. Trustee Kelley abstained from Item A, Minutes of the July 20, 2026 Special Board Meeting, due to his absence during a portion of that meeting, and voted "Aye" on Items B and C.

Ayes: Trustees Bendorf, Gayaldo, Gilbert, Holliday-Hanson, Hutchings, and Stockwin

Noes: ∅

Abstain: Trustee Kelley (Item A only)

Absent: ∅

7. **Board Review and Consideration to Amend the Authorization for the Purchase of the HYL-150 Unmanned Aircraft System**

A motion to Amend the Authorization for the Purchase of the HYL-150 Unmanned Aircraft System to an amount not to exceed \$60,000 was made by Trustee Gilbert, seconded by Trustee Kelley, approved by roll call vote.

Ayes: Trustees Bendorf, Gayaldo, Gilbert, Holliday-Hanson, Kelley, Hutchings, and Stockwin

Noes: ∅

Abstain: ∅

Absent: ∅

A. Board Review and Consideration of Resolution 2026-20

A motion to approve Resolution 2026-20 Amending the District Budget for Fiscal Year 2026-27 was made by Trustee Gilbert, seconded by Trustee Kelley, approved by roll call vote.

Ayes: Trustees Bendorf, Gayaldo, Gilbert, Holliday-Hanson, Kelley, Hutchings, and Stockwin

Noes: ø

Abstain: ø

Absent: ø

8. Staff Reports

A. Eastern Placer Report – A written report was submitted. No additional items were reported.

B. Public Information and Outreach Report – A written report was submitted. No additional items were reported.

Trustee Gilbert thanked Ms. Carlson for her work and expressed appreciation for the event photographs included in her report.

C. Field Operations and Surveillance Report – A written report was submitted.

D. General Manager’s Report – A written report was submitted. Manager Buettner provided an update on the District’s business AI project pilot.

9. Board/Staff General Discussion: There was none

10. Announcements

A. The District office will be closed on September 7, 2026 in observance of the Labor Day Holiday.

B. The next regular Board Meeting will be held September 21, 2026, at 4:30 PM at 2021 Opportunity Drive, Roseville, CA 95678.

11. Adjournment:

President Bendorf adjourned the meeting at 5:17 PM.

Minutes approved by the Board and dated, this 21st day of September 2026, after passage.

Sandy Bendorf, Board President: _____

Attest:

Isabel Alvarez, Board Secretary: _____

Placer Mosquito and Vector Control District
Budget to Actuals Fiscal Year to Date as of August 31st, 2026

Ledger Account / Revenue Code	Budget	Actuals	Balance	% of Budget
40010:Taxes - Current Secured Property	(70,675.33)	0	(\$70,675.33)	0.00%
40020:Taxes - Property Tax Impounds	(13.17)	0	(\$13.17)	0.00%
40040:Taxes - Railroad Unitary Property	(106.45)	0	(\$106.45)	0.00%
40050:Taxes - Unitary and Op Non-Unitary Property	(2,644.42)	0	(\$2,644.42)	0.00%
40060:Taxes - Current Unsecured Property				
RC0060 Taxes - Current Unsecured Property (GL40060)	(1,441.65)	(1.63)	(\$1,440.02)	0.11%
40070:Taxes - Delinquent Secured Property	(1.10)	0	(\$1.10)	0.00%
40090:Taxes - Delinquent Unsecured Property				
RC0090 Taxes - Delinquent Unsecured Property (GL40090)	(28.48)	(0.66)	(\$27.82)	2.32%
40100:Taxes - Current Supplemental Property				
RC0110 Taxes - Current Supplemental Property (GL40100)	(3,148.61)	(57.00)	(\$3,091.61)	1.81%
40110:Taxes - Delinquent Supplemental Property	(1.10)	0	(\$1.10)	0.00%
40180:Other Taxes	(392,570.77)	0	(\$392,570.77)	0.00%
42010:Investment Income				
RC0560 Interest / Investment Income (GL42010)	(68,250.00)	(17,727.46)	(\$50,522.54)	25.97%
42030:Short-Term Rents and Concessions	(6,000.00)	0	(\$6,000.00)	0.00%
44350:State Homeowners Property Tax Relief	(399.74)	0	(\$399.74)	0.00%
46030:Direct Charges	(6,166,827.00)	0	(\$6,166,827.00)	0.00%
48030:Miscellaneous	(1,240.00)	0	(\$1,240.00)	0.00%
49030:Proceeds from Sale of Capital Assets	(5,000.00)	0	(\$5,000.00)	0.00%
Total Revenue	(6,718,347.82)	(17,786.75)	(\$6,700,561.07)	0.26%

Ledger Account / Spend Code	Budget	Actuals	Balance	% of Budget
51010:Salaries and Wages				
SC1010 Salaries and Wages (GL51010)	2,684,460.60	374,641.31	\$2,309,819.29	13.96%
51030:Extra Help - Salaries and Wages				
SC1030 Extra Help - Salaries and Wages (GL51030)	60,172.00	21,529.94	\$38,642.06	35.78%
51040:Overtime and Call Back				
SC1040 Overtime and Call Back (GL51040)	18,044.56	5,517.67	\$12,526.89	30.58%
51110:Other Payroll	0	519.76	(\$519.76)	0.00%
51210:Retirement	405,190.98	150,590.29	\$254,600.69	37.17%
SC1210 CalPERS (GL51210)		36,403.29		
SC1852 CalPERS (GL51210)		114,187.00		
51220:Payroll Tax				
SC1220 FICA (GL51220)	47,485.84	7,336.85	\$40,148.99	15.45%
51240:Other Postemployment Benefits (OPEB)				
SC1858 Other Post Employment Benefits (OPEB) (GL51240)	165,403.00	15,681.30	\$149,721.70	9.48%
51350:Emp Benefits Other Agencies				
SC1888 Employee Benefits Other Agencies (GL51350)	672,197.92	148,679.15	\$523,518.77	22.12%
51380:Other Benefits	873.00	0	\$873.00	0.00%
52020:Chemicals				
SC2030 Poisons, Pesticides and Chemicals - Agricultural and Industrial (GL52020)	667,450.00	231,617.82	\$435,832.18	34.70%
52030:Clothing, Uniforms, and Personal Hygiene				

Placer Mosquito and Vector Control District
Budget to Actuals Fiscal Year to Date as of August 31st, 2026

Ledger Account / Spend Code	Budget	Actuals	Balance	% of Budget
SC2040 Uniforms and Work Clothes (GL52030)	5,700.00	982.96	\$4,717.04	17.24%
52040:Communication Services Expense				
SC2085 Communication Services - Telephone (GL52040)	37,973.00	5,454.31	\$32,518.69	14.36%
52050:Food, Beverage, and Ice				
SC2110 Food, Beverage, and Ice (GL52050)	800.00	243.81	\$556.19	30.48%
52060:Janitorial Supplies				
SC2125 Janitorial Supplies – Excluding Paper Goods (GL52060)	600.00	17.53	\$582.47	2.92%
52080:Insurance				
SC2140 Insurance and Insurance Services (GL52080)	258,367.11	252,357.23	\$6,009.88	97.67%
52140:Parts				
SC2200 Automotive Accessories, Equipment and Parts (GL52140)	7,000.00	1,392.79	\$5,607.21	19.90%
52160:Maintenance	27,400.00	2,650.96	\$24,749.04	9.68%
SC2260 Equipment Maintenance and Repair Services for Vehicles & Aircraft - 1099 Reportable (GL52160)		2,612.10		
SC2270 Equipment Maintenance and Repair Services for General Equipment - 1099 Reportable (GL52160)		38.86		
52161:Maintenance - Building				
SC2861 Maintenance - Building - 1099 Reportable (GL52161)	25,061.00	5,577.50	\$19,483.50	22.26%
52170:Fuels & Lubricants				
SC2340 Gasoline, All Types (GL52170)	47,000.00	14,440.32	\$32,559.68	30.72%
52190:Maintenance - Janitorial				
SC2430 Janitorial Management Services - 1099 Reportable (GL52190)	7,186.80	1,197.80	\$5,989.00	16.67%
52210:Services				
SC2455 Airplane/Helicopter Services NOC - 1099 Reportable (GL52210)	409,430.00	239,799.74	\$169,630.26	58.57%
52220:Laboratory Supplies	65,500.00	18,744.17	\$46,755.83	28.62%
SC2480 Clinical Laboratory Reagents and Tests (GL52220)		7,546.87		
SC2500 Gases, Lab / Medical / Welding (GL52220)		2,466.44		
SC2521 Laboratory Supplies (GL52220)		8,730.86		
52240:Professional / Membership Dues				
SC2550 Membership / Registration / Association / Warranties - 1099 Reportable (GL52240)	34,934.60	18,040.00	\$16,894.60	51.64%
52330:Other Supplies	8,750.00	823.06	\$7,926.94	9.41%
SC2650 First Aid and Safety Equipment and Supplies (GL52330)		641.94		
SC2661 Office Supplies Excluding Paper Goods (GL52330)		181.12		
52340:Postage				
SC2790 Postage (GL52340)	500.00	38.56	\$461.44	7.71%
52360:Professional and Special Services - General	168,744.33	6,492.44	\$162,251.89	3.85%
SC2820 Personnel Services - 1099 Reportable (GL52360)		1,500.00		
SC2945 Uniform Rental and Laundry Services - 1099 Reportable (GL52360)		2,608.77		
SC3010 Alarm Services - 1099 Reportable (GL52360)		2,383.67		
52370:Professional and Special Services - Legal				
SC3130 Legal Services - 1099 Reportable (GL52370)	15,000.00	3,207.58	\$11,792.42	21.38%
52380:Professional and Special Services - Technical, Engineering and Environmental	17,323.56	1,575.34	\$15,748.22	9.09%
SC3150 Grounds Maintenance Services - 1099 Reportable (GL52380)		936.00		
SC3322 Hazardous Waste (GL52380)		639.34		
52390:Professional and Special Services - County	23,804.00	0	\$23,804.00	0.00%

Placer Mosquito and Vector Control District
Budget to Actuals Fiscal Year to Date as of August 31st, 2026

Ledger Account / Spend Code	Budget	Actuals	Balance	% of Budget
52400:Professional and Special Services - Information Technology	170,819.00	15,883.00	\$154,936.00	9.30%
SC3370 Data Processing, Computer, Programming, Software Maintenance & Support - 1099 Reportable (GL52400)		7,795.00		
SC3380 Computer Management Services - 1099 Reportable (GL52400)		8,088.00		
52440:Short-Term Rents and Leases - Equipment				
SC3460 Short-Term Equipment Rental or Lease Services - 1099 Reportable (GL52440)	140,436.00	23,584.40	\$116,851.60	16.79%
52444:GASB 87 Lease Payment				
SC3472 GASB 87 Lease Payment - 1099 Reportable (GL52444)	30,738.60	2,772.47	\$27,966.13	9.02%
52460:Small Tools & Instruments				
SC3530 Hardware and Related Items (GL52460)	20,350.00	2,149.61	\$18,200.39	10.56%
52480:PC Acquisition				
SC3560 Computers, Handheld, Laptop, and Notebook (GL52480)	7,500.00	5,946.98	\$1,553.02	79.29%
52520:Trustee Meetings Compensation				
SC3630 Trustee Meetings Compensation - 1099 Reportable (GL52520)	8,400.00	1,260.00	\$7,140.00	15.00%
52560:Small Equipment				
SC3881 Visual Education Supplies (GL52560)	25,000.00	1,239.03	\$23,760.97	4.96%
52570:Advertising	123,100.00	27,417.49	\$95,682.51	22.27%
SC3890 Marketing Services - 1099 Reportable (GL52570)		27,235.00		
SC3895 Publications and Legal Notices (GL52570)		182.49		
52785:Training / Education				
SC4000 Educational/Training Services - 1099 Reportable (GL52785)	5,000.00	4,200.00	\$800.00	84.00%
52790:Transportation and Travel				
SC4280 Travel & Transportation (GL52790)	35,600.00	10.00	\$35,590.00	0.03%
52800:Utilities				
SC4340 Utilities (GL52800)	65,927.85	12,878.00	\$53,049.85	19.53%
53040:Lease Purchase Principal				
SC4720 Lease Purchase Principal (GL53040)	313,000.00	313,000.00	\$0.00	100.00%
53080:Lease Purchase Interest				
SC4760 Lease Purchase Interest (GL53080)	24,831.90	14,810.40	\$10,021.50	59.64%
Total Expenses (Non-Capital Assets)	6,853,055.65	1,954,301.57	\$4,898,754.08	28.52%
ROU and SBITA Lease Non-Budgetary Revenue and Expense	0	2,361.55	(\$2,361.55)	0.00%
ROU and SBITA Lease Revenue	0	0	\$0.00	0.00%
ROU and SBITA Lease Expenses	0	2,361.55	(\$2,361.55)	0.00%
53043:GASB 87 Lease Principal	0	2,238.57	(\$2,238.57)	0.00%
SC4723 GASB 87 Lease Principal (GL53043)	0	2,238.57	(\$2,238.57)	0.00%
53083:GASB 87 Lease Interest	0	122.98	(\$122.98)	0.00%
SC4763 GASB 87 Lease Interest (GL53083)	0	122.98	(\$122.98)	0.00%
Total Capital Assets	56,721.00	56,720.10	\$0.90	100.00%
54450:Equipment	56,721.00	56,720.10	\$0.90	100.00%
SC5210 CA Vehicles, All Types (GL54450)	0	56,720.10	(\$56,720.10)	0.00%
Total Expenses	6,909,776.65	2,011,021.67	\$4,898,754.98	29.10%

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Warrants August 2026

<u>Payment Date</u>	<u>Supplier</u>	<u>Payment Type</u>	<u>Payment Amount</u>
8/3/2026	ARNAUDO BROS LP	Manual ACH	2,361.55
8/3/2026	HARRIS INDUSTRIAL GASES	Manual ACH	142.20
8/3/2026	VECTOR CONTROL JOINT POWERS AGENCY	Check	235.71
8/3/2026	US BANK NA	Check	205.46
8/3/2026	CINTAS CORPORATION NO 3	Check	327.73
8/4/2026	VECTOR CONTROL JOINT POWERS AGENCY	Check	247,555.23
8/6/2026	CITY OF ROSEVILLE	Check	1,177.15
8/6/2026	CITY OF ROSEVILLE	Check	4,889.98
8/6/2026	CITY OF ROSEVILLE	Check	175.82
8/7/2026	INFINITY TECHNOLOGIES	Manual ACH	2,415.00
8/7/2026	PACIFIC GAS & ELECTRIC COMPANY	Check	123.16
8/7/2026	LIBERTY UTILITIES CO	Check	185.19
8/7/2026	US BANCORP	Check	18,521.26
8/7/2026	HAURY, RITA E	Check	551.66
8/7/2026	WILLIAMS, TED	Check	2,175.72
8/7/2026	BURCHAM, KAREN LYNNE	Check	1,006.86
8/7/2026	GOSS, GEORGE	Check	1,006.86
8/7/2026	HUNT & SONS LLC	Check	4,093.15
8/7/2026	TRIEPEI SMITH & ASSOCIATES INC	Check	380.00
8/7/2026	TRIEPEI SMITH & ASSOCIATES INC	Check	280.00
8/7/2026	ENVIRO CERTIFICATION SERVICES	Check	1,625.00
8/7/2026	ACRISURE AEROSPACE PARTNERS INSURANCE SOLUTIONS LLC	Check	4,802.00
8/7/2026	VERIZON WIRELESS	Check	1,504.22
8/7/2026	VERIZON WIRELESS	Check	73.99
8/7/2026	CASDU - California State Disbursement Unit (SDU)	EFT Child Support	736.61
8/10/2026	ADAPCO LLC	Manual ACH	76,881.78
8/10/2026	CALPERS	Automatic Wire Payment	44,587.09
8/10/2026	LIFE TECHNOLOGIES CORPORATION	Check	2,609.17
8/10/2026	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	Check	1,783.56
8/10/2026	FUTURE FORD INC	Check	218.32
8/10/2026	CANNON WATER TECHNOLOGY	Check	77.22
8/10/2026	CITIBANK NA	Check	134.60
8/10/2026	CINTAS CORPORATION NO 3	Check	327.73
8/11/2026	MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS LLC	Manual ACH	4,638.71
8/11/2026	RENTOKIL NORTH AMERICA INC	Check	7,231.21
8/12/2026	INFINITY TECHNOLOGIES	Manual ACH	7,631.00
8/12/2026	FUTURE FORD INC	Check	1,560.52
8/12/2026	STAR SECURITY SOLUTIONS INC	Check	26.94
8/12/2026	SOUTHWEST GAS CORP	Check	11.00
8/12/2026	OPTIMUM	Check	221.35
8/13/2026	O'REILLY AUTO ENTERPRISES LLC	Manual ACH	10.75
8/14/2026	CLEAR CHANNEL OUTDOOR LLC	Check	12,000.00
8/14/2026	THE LEGACY GROUP INC	Check	419.20
8/17/2026	VWR FUNDING INC	Check	344.29
8/17/2026	VWR FUNDING INC	Check	52.65
8/17/2026	LIFE TECHNOLOGIES CORPORATION	Check	1,268.17
8/17/2026	CINTAS CORPORATION NO 3	Check	327.73
8/17/2026	PATRICK CLARK CONSULTING	Manual ACH	1,500.00
8/18/2026	BASIN AVIATION INC	Check	131,721.84
8/18/2026	ADAPCO LLC	Manual ACH	50,729.25
8/19/2026	ENTERPRISE FM TRUST	Check	12,623.26
8/19/2026	JASSO, DAVID CELIO	Check	468.00
8/19/2026	AMERICAN FIDELITY ASSURANCE COMPANY	Check	1,031.97
8/19/2026	ZIONS BANCORPORATION NA	Check	327,810.40
8/19/2026	HARRIS INDUSTRIAL GASES	Manual ACH	189.24
8/19/2026	HARRIS INDUSTRIAL GASES	Manual ACH	112.30
8/20/2026	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	Check	2,383.67
8/21/2026	JOHN WALKER HEATING AND COOLING	Check	302.50
8/21/2026	VERIZON COMMUNICATIONS INC	Check	393.50
8/21/2026	CASDU - California State Disbursement Unit (SDU)	EFT Child Support	736.61
8/24/2026	HUNT & SONS LLC	Check	3,501.76
8/24/2026	CINTAS CORPORATION NO 3	Check	327.73

Warrants August 2026

8/24/2026	QUANTABIO LLC	Check	1,226.20
8/25/2026	TEXAS LIFE INSURANCE COMPANY	Check	50.00
8/26/2026	HARRIS INDUSTRIAL GASES	Manual ACH	223.13
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	82.49
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	469.29
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	103.44
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	16.14
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	12.88
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	13.93
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	438.16
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	28.39
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	26.93
8/27/2026	AMAZON CAPITAL SERVICES INC	Manual ACH	467.63
8/27/2026	STAR INDUSTRIES	Manual ACH	598.90
8/28/2026	FIRST SOLUTIONS INC	Manual ACH	135.00
8/31/2026	QUANTABIO LLC	Check	1,136.76
8/31/2026	CINTAS CORPORATION NO 3	Check	327.73
8/31/2026	FRONTIER PRECISION INC	Check	52,698.00
8/31/2026	PRINCIPAL LIFE INSURANCE COMPANY	Check	5,504.21
8/31/2026	TAHOE FOREST HEALTH SYSTEM FOUNDATION	Check	134.50
8/31/2026	ARNAUDO BROS LP	Manual ACH	2,361.55

Consideration of MapVision Gen 2 Support and Hosting Agreements with Orion Systems Integrators, LLC

Background

The District currently relies on MapVision Gen 2 as its primary data management system (DMS). The current support arrangement with Central Life Sciences will end November 1, 2026. The District is evaluating options for a longer-term, sustainable DMS but will need to maintain the existing MapVision system during the transition.

Orion Systems Integrators, LLC (Orion) has proposed providing continued support and hosting services for MapVision Gen 2 for a 12-month period beginning November 1, 2026. The proposed arrangement is intended to serve as a bridge while the District evaluates and implements a longer-term DMS solution.

The Master Agreement for Professional Services (MPSA) and associated Statements of Work (SOWs) are still being finalized. District Counsel has proposed revisions to the MPSA appropriate for the District as a California local government agency, together with corresponding revisions to the support SOW.

Because final documents are not expected to be available before the Board meeting, staff recommends approval of the proposed support and hosting arrangements in concept and authorization for the General Manager, in consultation with District Counsel, to finalize and execute the agreements substantially consistent with the terms described in this report.

Fiscal Impact

The costs are anticipated to be paid in two installments spanning FY 2026–27 and FY 2027–28. Staff anticipates using up to \$30,000 in FY 2026–27 from the Contingencies designation, or other appropriate available funds, to provide sufficient budget authority for the first installment and any adjustments resulting from finalization of the agreements.

This amount represents maximum anticipated budget authority and is not the anticipated first-year expenditure. A budget amendment providing the necessary FY 2026–27 appropriation will be presented to the Board for formal approval at a subsequent meeting before payment is made. Remaining contract costs will be included in the FY 2027–28 budget.

Staff Recommendation:

Staff recommends that the Board of Trustees:

1. Approve, in concept, the MPSA and associated SOWs with Orion Systems Integrators, LLC for continued MapVision Gen 2 support and hosting services, substantially consistent with the terms described in this report;
2. Authorize the General Manager, in consultation with District Counsel, to finalize and execute the agreements; and
3. Approve, in concept, the use of up to \$30,000 in FY 2026–27 from the Contingencies designation, or other appropriate available funds, for these services, with the required budget amendment to be presented to the Board for formal approval at a subsequent meeting.



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of July 23, 2026 ("Effective Date"), by and between **Placer Mosquito & Vector Control District**, a California ~~Organization-local agency~~, with its principal place of business located at 2021 Opportunity Drive, Roseville, CA 95678 ("Client") and **Orion Systems Integrators, LLC**, a Delaware limited liability company, with its principal place of business located at 33 South Wood Avenue, 5th Floor, Iselin, NJ 08830 ("Orion"). Client and Orion are individually referred to herein as a "Party" and collectively as "Parties".

For and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of which is hereby acknowledged by the Parties, intending to be legally bound, the Parties agree as follows:

1. SCOPE OF SERVICES.

1.1. Statement of Work. Client retains Orion for and Orion accepts and agrees to provide Client with, professional services in information technology, including consulting, programming, application development, maintenance and support services and technical, engineering, design, conversion, development and implementation, site management, site operation, training, project management and related services from time to time during the term of this Agreement. The scope and description of specific project services where Orion and Client agree that Orion takes end to end responsibility for the execution of a project, including supervision and management of the project execution ("Project Services") to be provided by Orion and specific deliverables to be created and provided to Client as part of the Project Services ("Deliverables") will be mutually agreed and set forth in individual Project Statements of Work ("Project SOW" or "Project Statement of Work"). Each Project Statement of Work that may be executed by the Parties under this Agreement will be substantially in the form attached hereto as Exhibit A, referencing this Agreement. Any other professional services to be provided by Orion by assignment of personnel with requisite skills to perform the services along with Client's staff or under the guidance and direction of Client where Orion does not retain the project management responsibilities ("Consulting Services" or "Staff Augmentation Services"), may be provided by Orion pursuant to a consulting services statement of work ("Consulting Services SOW") substantially in the form of Exhibit B. Project Services and Consulting Services set forth in an applicable Statement of Work are referred to hereinafter as "Services".

1.2. Use of Affiliates. Any Statement of Work, when executed by both Parties shall be deemed to incorporate all applicable provisions of this Agreement. Client or any of Client affiliates shall enter into the Statement of Work incorporating the provisions of this Agreement with Orion or an applicable affiliate of Orion. A Statement of Work for Services to a Client affiliate located outside the United States or India may have additional terms, if required, to meet the local law requirements. In such cases, for purposes of each such Statement of Work, any reference to Orion as used in this Agreement shall be deemed to mean the applicable Orion affiliate executing the Statement of Work and reference to Client shall be deemed to mean the applicable Client affiliate executing the applicable Statement of Work or Client. Each of Orion and Client retain responsibility for the Services and performances of their respective affiliates under such Statement of Work. Further, in performing the Services hereunder Orion may utilize the personnel, resources and facilities of its affiliates; provided that in all such cases Orion remains fully responsible and liable for the performance of Services and, as between Client and Orion, with respect each individual assigned by Orion to perform the Services, Orion shall retain the same responsibilities and liabilities as Orion has with respect Orion's own employees.

1.3. Change in Scope of Services in a Statement of Work. Either Party may request a change in the scope of Services or Deliverables or the project but no such change shall be effective and binding unless such changes are documented in a change control document and signed by both parties. If Client desires



to propose a change in a Statement of Work, Client shall deliver to Orion a change request in writing, describing the changes proposed. Promptly following Orion's receipt of Client's change request, Orion shall submit a written change order proposal to Client. If Orion desires to propose any change Orion shall submit to the Client a written description of the change in the form of a proposed change order for Client's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Client, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the project schedule or service levels under the Statement of Work. On Client's written approval of the change order document submitted by Orion the parties shall sign the change order whereupon the Statement of Work shall be deemed to have been amended by the change order. No change to any Statement of Work shall be binding on the parties unless the change order has been signed by authorized representatives of each Party.

1.4. Project Managers; Reports. With respect each Project SOW, each Party shall appoint a qualified staff member or other representative to act as project manager (each, a "Project Manager") for the Services to be performed under each Statement of Work. Each Project Manager shall act as the single point of contact for the Party appointing such Project Manager in connection with the performance of such Services for the applicable Project. Orion agrees to submit written reports on the progress of the Project Services performed under each Project Statement of Work as may be reasonably requested from time to time by Client's Project Manager.

1.5. Orion Personnel. The persons assigned by Orion to perform the Services shall have appropriate technical and professional skills and experience to enable them to perform their duties in a professional and workmanlike manner, consistent with generally accepted industry standards for the performance of such Services. For Project Services, Orion shall use commercially reasonable efforts to maintain continuity of its personnel until completion of the applicable Project. If Orion replaces any person performing Services under a Statement of Work with another person, Client shall not be responsible for any costs associated with any training, orientation or other steps to bring such replacement person to the same level as the replaced person that was required solely as a result of such replacement and Orion shall be responsible for all such costs. While at Client's facilities, all persons assigned by Orion to perform the Services shall observe and follow Client's reasonable work rules, security policies and standards. ~~If Client determines that any employee or employee of an affiliate of Orion is incompetent or is acting in a disorderly, unlawful, or improper manner, Client shall notify Orion of its determination in writing. Orion or its affiliate shall immediately remove the identified employee from the Services, and that person shall not thereafter be employed on the Services. Such removal is an absolute right of Client and shall not give rise to any claim for compensation or damages against Client. as the same are provided to Orion. Orion shall cooperate with Client in promptly removing from performance of the Services any Orion personnel engaging in any unacceptable behavior.~~

1.6. Employee Non-Solicitation. Orion and Client each agree that during the term an Orion personnel or Client employee is associated with the Services hereunder and for a period of two (2) years after such person ceases to be so associated, neither Orion nor Client shall, directly or indirectly, solicit for hire or knowingly hire or retain the personnel of the other Party as an employee or independent contractor or through a third party vendor or service provider of the Client, except with prior written consent of the other Party.

1.7. Service Locations. The Services will be performed by Orion at facilities owned or operated by Orion or facilities of the Client. The facilities from where the Services will be provided shall be identified and set forth in the applicable Statement of Work. ~~Unless the Services are to be performed onsite at the Client's premises as set forth below, Orion shall furnish all labor, personnel, services, equipment, tools, materials, and supplies necessary to properly, competently, and fully perform the Services. Unless a Statement of Work provides otherwise, Orion will be responsible to provide office space, general computing~~



~~environment with standard tools and development environment at Orion's facilities, as reasonably necessary for the performance of Services at such facilities.~~ Client is responsible to provide, at no cost to Orion, office space, office facilities (such as work stations, telephone, internet, fax and printers) computing equipment, desktop software, tools and development environment reasonably required for Orion personnel to perform the Services on site as agreed by Client and Orion. Client agrees to grant access to relevant locations and systems, data media, documentation, data, information and computer programs reasonably necessary for the performance Services during its normal business hours.

2. DELIVERABLES. The provisions of this Section 2 shall apply only to Deliverables that Orion has agreed to develop pursuant to a Project Statement of Work, unless otherwise specified by the Parties on the applicable Statement of Work.

2.1. Provision of Deliverables. All Deliverables identified in each Project SOW will be provided to Client as specified in the applicable Statement of Work, or as may be otherwise mutually agreed to by the parties in writing. With respect to the development of any software, a Statement of Work may involve the creation of one or more software Deliverables to be prepared by Orion. Parties may set forth in such Statement of Work or attachments thereto the procedure for review and testing by Client of each Deliverable, including the period within which Client is required to complete the review and testing of such Deliverable and unless a different period is set forth in the applicable Statement of Work the review and acceptance period for any final software deliverable shall be thirty (30) days after delivery ("Review and Acceptance Period").

2.2. Review and Acceptance of Deliverables. Upon delivery of a completed Deliverable by Orion ("Review Commencement Date"), Client shall review and, if appropriate, test such Deliverable to determine whether it conforms to its corresponding specifications under the applicable Statement of Work and to otherwise determine whether the Deliverable meets mutually agreed acceptance criteria ("Acceptance Criteria"). If the Deliverable fails to meet the Acceptance Criteria, Client shall prior to the expiry of the Review and Acceptance Period, notify Orion of such failure with reasonable details of the defects and non-conformities ("Non-Conformities").

2.3. Revision of Deliverables. Orion shall promptly correct and remedy any Non-Conformities reported by Client during the Review and Acceptance Period at no additional cost to Client. Orion reserves the right to treat any problem other than a Non-Conformity reported by Client as a request for change and to handle such request in accordance with the provisions of Section 1.2. Upon Orion's revision/correction of the Deliverable, Orion shall provide Client with the revised Deliverable, whereupon Client shall review and, if appropriate, test the revised Deliverable in accordance with the provisions of Section 2.2. The Commencement Date for Client's Review and Acceptance Period for the revised Deliverable shall be the date on which Orion provides Client with the revised Deliverable and notifies Client that the revised Deliverable is ready for such review and testing.

2.4. Acceptance of Deliverables. With respect to each Deliverable, the process described in Section 2.2 and Section 2.3 shall be repeated until Orion remedies all Non-Conformities reported during the Review and Acceptance Period or Client reports no Non-Conformities during the applicable Review and Acceptance Period, at which time the Deliverable shall be treated as accepted. Notwithstanding the foregoing sentence, a Deliverable shall be treated as accepted by Client if the Client (i) does not notify Orion of any failures in a Deliverable within ten (10) Business Days (or such other time specified in an SOW) of receipt of such Deliverable by Client, or (ii) starts using the Deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).

3. PROPRIETARY RIGHTS IN DELIVERABLES.

3.1. Client's Ownership of Deliverables. Subject to Section 3.2, Section 3.3 and Section 3.4, Orion agrees that all Deliverables created or developed by Orion, together with any associated copyright and other



intellectual property rights, shall be the sole and exclusive property of Client. Orion hereby assigns to Client all right, title and interest in and to such Deliverables, together with any associated copyright and other intellectual property rights, whether or not such Deliverables are deemed “works made for hire” under the U.S. Copyright Act of 1976. Upon Client’s request, Orion shall execute and deliver to Client all instruments and other documents, and shall take such other actions as may be necessary or reasonably requested by Client, so that Client may protect and defend its rights in and to such Deliverables and associated copyright and other intellectual property rights.

3.2. **Orion’s Proprietary Software and Pre-Existing IP.** Client acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Orion Proprietary software or tools. If Orion and Client mutually agree that Orion provide to Client any proprietary software or tools of Orion, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Section 3 shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Orion. Further, Client acknowledges that in performing Services under this Agreement Orion may use Orion’s proprietary methodology, processes, ideas, know-how and technology or any improvements thereof (“Orion Background Technology”). Orion agrees that except with prior written consent of Client, Orion shall not embed or incorporate any product, independent utilities, tools, programs or components that are or were developed or owned by Orion prior to or independent of the Services performed hereunder or any enhancements or improvements thereof made as part of the services hereunder (“Orion Pre-Existing IP”). Notwithstanding anything to the contrary contained in this Agreement, Orion shall continue to retain the ownership and title to all Orion Background Technology and Orion Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Orion from using Orion Background Technology or Orion Pre-Existing IP in any manner and the assignment provisions set forth in this Agreement shall not apply to Orion Background Technology or Orion Pre-Existing IP. To the extent that, with Client’s prior written consent, any Orion Background Technology or Orion Pre-Existing IP or a portion thereof is incorporated or contained in a Deliverable under a Statement of Work under this Agreement, Orion hereby grants to Client a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Orion Background Technology and Orion Pre-Existing IP in connection with the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize Client to separate Orion Background Technology or Orion Pre-Existing IP from the Deliverable in which they are incorporated for creating a stand-alone product for marketing to others. The Parties expressly acknowledge and agree that the MapVision Gen 2 source code constitutes Client’s pre-existing IP, is and shall remain the exclusive property of Client, and shall not be deemed or construed to constitute Orion Background Technology or Orion Pre-Existing IP for any purpose under this Agreement.

3.3. **Residual Rights.** Each Party shall be entitled to use the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement(s) of Work hereunder. Nothing contained in this Section shall relieve either Party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other Party.

3.4. **Third Party Components.** Orion shall specify in each Statement of Work or a change order, any third-party software, tools, products or materials required for performing the Services or for incorporated into or provided in connection with a Deliverables prepared under such Statement of Work (“Third-Party Components”). Unless stated otherwise in the applicable Statement of Work, Client shall be responsible for obtaining appropriate license for such Third Party Components and for paying applicable license fee. Orion shall be responsible for providing reasonable assistance to Client for securing all such licenses required from third parties for Client’s use of any such Third-Party Components. Notwithstanding the foregoing, in the event that Orion cannot at the time of signing the Statement of Work determine



whether any Third Party Component will be required or incorporated into or in connection with a Deliverable, Orion shall, as early as possible, but prior to the delivery of each Deliverable, notify Client of such Third Party Components.

4. COMPENSATION.

4.1. Fees for Services. Client shall pay Orion for the Services provided by Orion hereunder as specified in each applicable Statement of Work. The price for Services agreed to be provided on a fixed price basis and the rates for any Services agreed to be performed on a time and materials basis shall be as set forth in the applicable Statement of Work. Orion may provide no less than ninety (90) days' advance written notice to Client prior to the expiration of each then-current annual period of the applicable Statement of Work to increase the fees thereunder for the next annual period thereof provided, however, that such increase for any annual period shall not exceed the greater of: (i) 5% per annum; or (ii) the year-over-year increase in the Consumer Price Index, measured as of the most recent month reported that immediately precedes the date in which Orion's written notice is received by Client. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index, All Urban Consumers, All-Items, US City Average, or the successor of such index, or if no successor index is designated, then such other index as mutually agreed upon by the Parties. All fees payable to Orion are exclusive of any sales, use, value added tax or service taxes measured by the Services, Deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Client shall be responsible to pay or reimburse Orion the amount of such taxes. Where applicable, Orion shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Client.

4.2. Expenses. Subject to any limitations specified in an applicable Statement of Work and subject to Client's expense reimbursement guidelines furnished to Orion upon execution of this Agreement, Client shall pay or reimburse Orion for all pre-approved, out-of-pocket travel and living expenses reasonably incurred by Orion's personnel in performing the Services.

4.3. Invoices. Orion shall submit invoices to Client on a monthly basis (or more or less frequently as may be specified in the applicable Statement of Work) detailing the amounts payable by Client hereunder. Client shall remit payment to Orion within thirty (30) days following its receipt of each such invoice; provided that Client may withhold payment of any amounts that are disputed by Client in good faith pending resolution of the dispute. In the event that Client disputes, Client shall notify Orion with the reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. Any such dispute shall not relieve Client from paying when due any undisputed portion of the invoice. For any undisputed amounts not paid when due, Orion shall impose late payment charges at the rate of one and one half percent (1.50%) per month until the delayed payment is paid in full.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Title and Non-Infringement. Orion represents and warrants to Client that prior to delivery of any Deliverable to Client, Orion shall have obtained assignment of all right, title and interest in and to such Deliverable from each Orion personnel who performed Services relative such Deliverable, to the extent necessary for Orion to grant to Client the rights and licenses granted hereunder. Orion further represents and warrants to Client that as delivered by Orion to Client, such Deliverable, when properly used in accordance with any applicable documentation provided by the Orion, will not infringe or misappropriate the patent, copyright, trademark, trade secret or other intellectual property rights of any third party. This non-infringement warranty shall not apply to the extent that an infringement claim arises as a result of (a) Orion's compliance with any design or other written instructions of Client, (b) use of the Deliverable other than in accordance with applicable specifications or documentation relating to the Deliverable provided



under the applicable Statement of Work, (c) modification or alteration of the Deliverable made after the delivery by Orion to Client if such modification or alteration was not made by or on behalf of Orion, (d) use of the Deliverable in combination with other products or systems not reasonably anticipated in the specifications, or (e) infringement arising from software, components or materials provided to Orion by or on behalf of Client in connection with the development of the Deliverable. If Client provides Orion with any designs or other written instructions that Orion reasonably believes may infringe any third party's patent, copyright, trademark, trade secret, or other intellectual property rights, Orion shall promptly provide written notice to Client of such concern prior to initiating any work on the matter.

5.2. Compliance with Specifications. Orion warrants to Client that as delivered by Orion and at the time of acceptance by Client, each Deliverable provided pursuant to a Project Statement of Work will conform to its corresponding specifications. This warranty shall not apply in the event that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by Orion if such modification was not made by or on behalf of the Orion, (b) use of the Deliverable in combination with other products or systems which was not reasonably contemplated in the specifications, or (c) defects in components or materials provided to Orion by Client in connection with the preparation of the Deliverable.

5.3. Virus and Disabling Code. Orion warrants that Orion shall not introduce or code any virus or unauthorized disabling code into any software Deliverable provided hereunder or into the Client network or system. Orion shall use industry standard anti-virus software and devices to screen all software Deliverables prior to delivery to Client to prevent any viruses, worms or other computer code that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing or otherwise harming any data, software or hardware.

5.4. No Other Warranties. EXCEPT AS SET FORTH IN THIS SECTION 5, ORION MAKES NO WARRANTIES TO CLIENT, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY STATEMENT OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.

6. LIMITATION OF LIABILITY.

6.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSS OF DATA OR PROFIT WHETHER IN CONTRACT, TORT OR OTHER THEORIES OF LAW, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2. THE TOTAL LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE EXCEED THE LIMITS OF THE COMMERCIAL GENERAL LIABILITY COVERAGE MAINTAINED, OR REQUIRED TO BE MAINTAINED, BY ORION UNDER THIS AGREEMENT. TWELVE MONTHS OF FEES PAID OR PAYABLE TO ORION UNDER THE APPLICABLE STATEMENT OF WORK THAT GIVES RISE TO SUCH LIABILITY.

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7. INDEMNIFICATION.

7.1. Infringement Indemnity. Orion will defend, indemnify and hold harmless Client and its directors, officers, agents, and employees (each, a "Client Indemnified Party"), from and against any third-party suits, proceedings, judgments, damages, costs and expenses (including reasonable attorney fees) to the extent that such based on an allegations that the arise out of, pertain to, or relate to the Services or Deliverables as provided to Client by Orion and the use thereof by Client as contemplated in the Agreement or applicable Statement of Work constitutes an infringement of or misappropriation of the copyright, patent, trademark or trade secret rights of any third party (each, an "Infringement Claim"). Orion shall have



no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Orion's compliance with Client's specific technical designs or instructions; (ii) inclusion in a Deliverable of any content or other materials provided by Client and the infringement relates to or arises from such Client provided material; (iii) modification of a Deliverable after delivery by Orion to Client if such modification was not made by or on behalf of Orion; or (iv) use of the Deliverable in combination with products not provided by Orion or otherwise not contemplated in the applicable specifications or documentation.

Client will defend, indemnify and hold harmless Orion, applicable Orion affiliates and Orion personnel ("Orion Indemnified Party") from and against any third party suits, proceedings, judgments, damages, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any content or other materials provided to Orion by or on behalf of Client or the access and use by Orion of any Client provided software or material in connection with Orion's performance of Services hereunder without breaching the terms of this Agreement.

7.2. Additional Obligation of Orion. In the event that Client is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Orion is required to indemnify Client under Section 7.1, Orion, may at its own expense and option: (i) procure for Client the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; or (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing.

7.3. Mutual Indemnification for Certain Claims. Each Party (in the capacity as Indemnifying Party) will defend, indemnify and hold the other Party, its affiliates, directors, officers, agents, and employees (in the capacity of Indemnified Party) harmless from and against any third-party claim, demand, suit, proceeding, cost and expenses therewith to the extent such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the negligence, recklessness, or willful misconduct of the Indemnifying Party or its agents and representatives, in the performance of this Agreement.

7.4. Additional Provisions for Indemnification. A Party shall not be entitled to seek any indemnification from the other Party unless such Party (i) provides the other Party with prompt written notice of any claim, demand or action for which such Party is seeking or may seek indemnification hereunder and gives the indemnifying Party the right to control the defense; and (ii) reasonably cooperates with the indemnifying Party in assisting in the defense of the claim and in the negotiations or settlements of any such claim, demand or action. Such Party may, at its own expense, participate in such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying Party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified Party.

8. CONFIDENTIAL INFORMATION.

8.1. Obligations of Confidentiality and Non-Use. Each Party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (in such capacity, the "Disclosing Party") hereunder or under any Statement of Work. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement or any Statement of Work. In addition, the Receiving Party (i) shall take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information, and (ii) shall not use the Disclosing



Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder or under any Statement of Work. As used herein, "reasonable steps" means steps that a Party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

8.2. Definition of Confidential Information. The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed as a result of this Agreement.

8.3. Exclusions. The provisions of this Section 8 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure. The Receiving Party's duties are limited to assistance in Disclosing Party's pursuit of a protective order or any other limited disclosure, and Receiving Party shall have no obligation to contribute financially in such pursuit. Nothing in this Section 8 shall be construed as restricting Client's rights with respect to any Deliverable as provided in Section 3, for Client's business purposes, and for the business purposes of Client's subsidiaries and affiliates. Notwithstanding the contents of this Agreement, the Client is a California public agency and is subject to, and shall comply with, the California Public Records Act.

8.4. Recipient's Employees and Others. The Receiving Party shall advise its employees, agents, contractors, subcontractors and licensees, and shall require its affiliates to advise their employees, agents, contractors, subcontractors and licensees, of the Receiving Party's obligations of confidentiality and non-use under this Section 8, and shall be responsible for ensuring compliance by its and its' affiliates employees, agents, contractors, subcontractors and licensees with such obligations. ~~In addition, the Receiving Party shall require all persons and entities that are provided access to the Disclosing Party's Confidential Information, other than the Receiving Party's accountants and legal counsel, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Section 8.~~ The Receiving Party shall promptly notify the Disclosing Party in writing upon learning of any unauthorized disclosure or use of the Disclosing Party's Confidential Information by such persons or entities.

8.5. Return or Destruction of Confidential Information. Upon the Disclosing Party's written request following the completion or termination of ~~any Statement of Work~~this Agreement, the Receiving Party promptly shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with ~~such Statement of Work~~the Agreement, including all copies, portions and summaries thereof. ~~Notwithstanding the foregoing sentence, (i) the Receiving Party may retain one copy of each item of the Disclosing Party's Confidential Information for purposes of identifying and establishing its rights and obligations under this Agreement, and (ii) Client may retain Confidential Information of Orion to the extent that such information is necessary or desirable in connection with Client's use of any Deliverables as permitted hereunder; provided, however, that in either case all such Confidential~~



~~Information retained by the Receiving Party shall remain subject to the provisions of this Section 8 for so long as it is so retained.~~ If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this paragraph.

9. TERM AND TERMINATION.

9.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for ~~three-one (13)~~ years or until terminated as set forth herein. Parties may by mutual consent extend the term of the Agreement.

9.2. Prospective Termination of Agreement. Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party at any time; ~~provided, however,~~ that such termination shall not affect any Statements of Work that the Parties may have previously executed, or this Agreement as it applies to such Statements of Work. Any such Statement of Work, and this Agreement as it applies to such Statement of Work, shall expire upon completion of the Services to be performed under such Statement of Work and may be terminated only in accordance with the express provisions of this Agreement.

9.3. Termination for Material Breach. In the event of a material breach of the provisions of this Agreement or an applicable Statement of Work, the non-breaching Party may terminate this Agreement and all Statements of Work, or any individual Statement(s) of Work and this Agreement as it applies to such Statement(s) of Work, upon written notice to the breaching Party if the breaching Party fails to cure such breach within thirty (30) days following written notice thereof to the breaching Party.

9.4. Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.

9.5. Termination of Statements of Work for Convenience. Unless a different period is agreed in an applicable SOW, Client may terminate any Statement of Work, with or without cause, upon thirty (30) days' prior written notice to Orion, such prior written notice to be sixty (60) days if the terminated Statement of Work has more than ten (10) Orion personnel assign to the SOW or is a Project Statement of Work. Client shall pay Orion the fees through the effective date of termination. For any Statement of Work based on a fixed price the Orion shall be entitled to receive fees reasonably apportioned to the work actually performed through the effective date of termination ~~and any other actual expenses including the termination fees where applicable, Orion incurs associated such early termination.~~

9.6. Survival. The provisions of Sections 3, 5, 6, 7, 8, 9.5 and 10, as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the Parties hereunder or under any Statement of Work, shall survive the termination of this Agreement or such Statement of Work. In addition, Client shall remain obligated to pay Orion any amounts due hereunder for Services performed and expenses incurred under any Statement of Work prior to the date of termination of such Statement of Work, including any Services performed and expenses incurred during any applicable wind-down Period.

10. GENERAL.

10.1. Independent Contractor. In making and performing this Agreement and each Statement of Work, Orion shall be deemed to be acting as an independent contractor of Client and shall not be deemed an agent, legal representative, joint venturer or partner of Client. Neither Party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity. Orion and its officers, employees and agents are not Client employees, and they are not entitled to Client employment salary, wages or benefits. Orion shall pay, and Client shall not be responsible in any way for, the salary, wages, workers'



compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Orion's employees. Orion shall, to the fullest extent permitted by law, indemnify Client, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Orion's independent contractor status or employment-related liability.

10.2. Use of Subcontractors. Orion shall not subcontract or delegate any of its obligations under the Agreement or any Statement of Work without the prior written approval of Client, which consent will not be unreasonably delayed or withheld. Client's consent to Orion's right to subcontract any of the Services shall not relieve Orion of any of its duties or obligations under this Agreement.

10.3. Assignment; Binding Effect. Neither Party may assign, delegate or transfer this Agreement including any Statement of Work, or any obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign, delegate or transfer this Agreement to any affiliate of such Party for so long as such assignee, delegatee, or transferee remains an affiliate of such Party. Additionally, Orion shall have the right to assign the Agreement to any successor to its business or assets to which the Agreement relates, whether by change of control, merger, sale of assets, sale of stock, reorganization or otherwise. Subject to any restriction on transferability contained in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each Party to this Agreement.

10.4. Third Party Beneficiaries. Except as expressly stated herein, nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the Parties hereto and their respective successors and permitted assigns.

10.5. Use of Client's Name. Orion will have the right to name Client and/or any projects of Client as part of the Orion's quarterly/yearly filings and/or any press briefings related thereto.

10.6. Governing Law. This Agreement and each Statement of Work shall be governed by and interpreted in accordance with the laws of the State ~~of California~~ Delaware, without giving effect to its principles governing conflicts of law. -The county and federal district court where Client's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

10.7. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, Client and Orion shall each select one person to act as arbitrator and the two selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by Client and Orion are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitrators shall be neutral and shall be attorneys with at least fifteen (15) years experience or a former judge. The place of arbitration shall be ~~New York, NY~~ Sacramento, CA. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing Party's actual damages. Neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Client and Orion. Each Party shall be solely responsible for their dispute resolution related costs, including attorneys' fees.

10.8. Equitable Relief. Each Party agrees that either Party's violation of the provisions of Section 3 and/or Section 8 may cause immediate and irreparable harm to the other Party for which money damages may not constitute an adequate remedy at law. Therefore, the Parties agree that, in the event either Party



breaches or threatens to breach said provisions or covenants, the other Party shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

10.9. **Notices.** All notices provided for or permitted under this Agreement shall be deemed effective upon receipt, and shall be in writing and (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt, or (iii) sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the Party to be notified, at the address for such Party specified in the opening paragraph of this Agreement. Notices to Orion shall be sent Attention: Head of Legal. Notices to Client shall be sent Attention: [REDACTED].

10.10. **Entire Agreement; Amendment.** This Agreement, together with each Statement of Work, set forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Statement of Work may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. Parties agree that any other terms including printed terms in any purchase order or invoice or such other similar documents will not be binding between the Parties.

10.11. **Severability.** Any provision of this Agreement or any Statement of Work that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this Agreement or such Statement of Work, or affecting the validity or enforceability of such provision in any other jurisdiction.

10.12. **Waiver.** No term or provision of this Agreement or any Statement of Work will be considered waived by either Party, and no breach consented to by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted. No consent to or waiver of a breach of this Agreement or any Statement of Work by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement or any Statement of Work by such Party.

10.13. **Agreement is Controlling.** If there is any inconsistency or conflict between the provisions of the main body of this Agreement and the provisions of any Statement of Work, the provisions of the main body of this Agreement shall be controlling and shall govern, except to the extent such provisions are expressly superseded by the provisions of said Statement of Work.

10.14. **Counterparts.** This Agreement and any Statement of Work may be executed in two or more counterparts, all of which shall constitute one and the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

10.15. **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement or any Statement of Work hereunder to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; pandemics; quarantines, embargoes and other similar governmental action (each, a "Force Majeure Event"). Any Party so delayed in



its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

10.16. Acts or Omissions of Other Party. Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement or any SOW hereunder, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement or a SOW the other Party.

10.17. Execution and Delivery. This Agreement and each Statement of Work shall be deemed executed by both parties when any one or more counterparts hereof or thereof, individually or taken together, bears the signatures of each of the parties. This Agreement and any Statement of Work, once executed by a Party, may be delivered to the other Party by facsimile transmission of a copy thereof bearing the signature of the Party so delivering it.

10.18. Orion Code of Conduct. Exhibit C contains an abstract of the Orion Code of Conduct. Client agrees to make good faith efforts to notify Orion Project manager or other Orion executives of any breach of the Orion Code of Conduct by any Orion personnel relating to this Agreement.

10.19. Insurance. Orion at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
<u>Commercial general liability</u>	<u>\$2,000,000 per occurrence & \$4,000,000 aggregate</u>	<u>at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury</u>
<u>Automobile liability</u>	<u>\$1,000,000 per accident</u>	<u>at least as broad as ISO Business Auto Coverage (Form CA 00 01)</u>
<u>Workers' compensation</u>	<u>Statutory limits</u>	
<u>Employers' liability</u>	<u>\$1,000,000 per accident</u>	

10.19.1. If Orion maintains broader coverage and/or higher limits than the minimums shown above, the Client requires and shall be entitled to the broader coverage and/or higher limits maintained by Orion. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Client. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 10.19.

10.19.2. The general and automobile liability policy(ies) shall be endorsed to name Client, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Services. Orion's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Client's insurance or self-insurance, if any, shall be excess and shall not contribute with Orion's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Client. Insurance is to be placed with insurers



authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Client. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Orion agrees to waive subrogation that any insurer may acquire from Orion by virtue of the payment of any loss relating to the Services. Orion agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Client for the Services performed by Orion.

10.19.3. Proof of Insurance. Upon request, Orion shall provide to Client the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

10.20. Compliance with Laws. Orion shall perform the Services in compliance with all applicable federal, state and local laws and regulations. Orion shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Services.

10.21. Agreement Records. Orion shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Services and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Orion under this Agreement. Client may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

10.21.1. In accordance with California Government Code section 8546.7, the Parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

10.22. Conflict of Interest. Orion (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Orion's services under this agreement, and (b) no person having any such interest shall perform any portion of the Services. The Parties agree that Orion is not a designated employee within the meaning of the Political Reform Act and Client's conflict of interest code because Orion will perform the Services independent of the control and direction of the Client or of any Client official, other than normal contract monitoring, and Orion possesses no authority with respect to any Client decision beyond the rendition of information, advice, recommendation or counsel.

10.18. IN WITNESS WHEREOF, the Parties have executed this Agreement by their undersigned duly authorized officers as of the Effective Date.

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Placer Mosquito & Vector Control District	ORION SYSTEMS INTEGRATORS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



EXHIBIT A

FORM OF PROJECT STATEMENT OF WORK

This Statement of Work dated as of _____, 202__ (“SOW”) is executed pursuant to the Master Agreement for Professional Services dated as of _____, 202__ by and between Orion Systems Integrators, LLC (“Orion”) and _____ (“Client”) (the “Agreement”), and shall be deemed to be a part thereof. Capitalized terms not defined herein shall have the same meaning as in the Agreement.

1. **Description of Services:** [Describe the Services to be performed with as much detail as appropriate, including where the work will be performed. Separate the Services into phases if applicable.]

Out-of Scope work and Assumptions: [Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Orion’s responsibility.]

Project Staffing Plan: [If the Services are based on time & material basis, describe the projected/agreed staffing plan.]

Client responsibilities and tasks: [Describe if there are specific tasks and responsibilities that Client is required to perform.]

Service Performance and Delivery Methodology: [Describe the project execution methodology, if applicable.]
2. **Description of Deliverables:** [Be specific and only list those tangible Deliverables that will be provided to the Client. Everything else should only be described in the section on Services.]
3. **Third-Party Components:** [Should describe all third-party items and materials to be included or provided as part of any Deliverables.]
4. **Term of the Project - Project Schedule; Milestones:** [Include dates for start and completion of each phase of the Services, and for delivery of each of the Deliverables.]

Contingencies and risk mitigation plan:
5. **Review and Testing; Acceptance:** [Describe the review and testing process and indicate whether the Review and Testing Period will be longer or shorter than the period set forth in the Agreement. Where possible, specify the acceptance testing that Client will perform on each Deliverable.]
6. **Compensation:** [Indicate the fees and compensation payable and whether the project is a time and materials project or a fixed-fee engagement. Also indicate when Orion is entitled to invoice Client for fees and expenses (e.g., monthly, or on the achievement of Milestones, Acceptance of Deliverables, etc.). Indicate whether invoicing for fees and expenses will occur other than on a monthly basis. If the fees are based on time and material rates, specify if per diem and round trip air travel reimbursement apply for assignments of less than 90 days.]



IN WITNESS WHEREOF, the parties have executed this Statement of Work by their undersigned duly authorized officers as of the date first above written.

_____	Orion Systems Integrators, LLC
(Client)	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



EXHIBIT B

FORM OF STATEMENT OF WORK FOR CONSULTING SERVICES

This Statement of Work dated as of _____, 202__ ("SOW") is executed pursuant to the Master Agreement for Professional Services dated as of _____, 202__ by and between _____ ("Client") and Orion Systems Integrators, LLC ("Orion") (the "Agreement"), and shall be deemed to be a part thereof. The services to be provided under this SOW are for Consulting Services as described in the Agreement and this SOW. Capitalized terms not defined herein shall have the same meaning as in the Agreement.

1. **Description of Services:** [Describe the skill sets and the nature of Services expected to be performed by Orion personnel.]
2. **Term of SOW:** [Include start date and expected end date.]
3. **Compensation:** [Indicate the fees and compensation payable and whether the services are provided on time and material basis (indicate the applicable rate) or a fixed-fee engagement. Describe if out of pocket expenses are to be reimbursed. If the fees are based on time and material rates, specify if per diem and round-trip air travel reimbursement apply for assignments of less than 90 days.]
3. **Location of Work:**
4. **Other Terms and Conditions:**

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their undersigned duly authorized officers as of the date first above written.

_____	Orion Systems Integrators, LLC
(Client)	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



EXHIBIT C

RELEVANT TEXT FROM THE ORION SYSTEMS INTEGRATORS, LLC CODE OF CONDUCT ("CODE")

GIFTS AND DONATIONS. Orion Systems Integrators, LLC ("Orion" or "Company") and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of its business.

GOVERNMENT AGENCIES. Orion and its employees shall not offer or give any Company funds or property as donation to any government agencies or their representatives, directly or through intermediaries, to obtain any favorable performance of official duties.

THIRD PARTY REPRESENTATION. Parties which have business dealings with Orion but are not members of the Orion such as consultants, agents, sales representatives, distributors, vendors, suppliers, etc., shall not be authorized to represent Orion if their business conduct and ethics are known to be inconsistent with this Code.

ETHICAL CONDUCT. Orion employees shall deal on behalf of Orion with professionalism, honesty, integrity, and high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Employees shall be responsible for the implementation of and compliance with the Code in their professional environment. Failure to adhere to the Code could result in severe consequences including termination of employment.

REGULATORY COMPLIANCE. Orion employees shall, in their business conduct, comply with all applicable laws and regulations, in letter and in spirit, in all the territories in which they operate. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code, then the standards of the Code shall prevail.

CONCURRENT EMPLOYMENT. Orion employees shall not, without the prior approval of Orion, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide "free-lance" services to anyone.

CONFLICT OF INTEREST. Orion employees shall not engage in any business, relationship or activity, which might detrimentally conflict with the interest of Orion. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee engages in a business, relationship or activity with anyone who is party to a transaction with Orion, (b) an employee is in a position to derive a personal benefit or a benefit to any of their relatives by making or influencing decisions relating to any transaction, and (c) an independent judgment of Orion's best interest cannot be exercised.

REPORTING CONCERNS. Orion employees shall promptly report to management any actual or possible violation of the Code or an event they become aware of that could affect the business or reputation of Orion.

EXHIBIT - A
STATEMENT OF WORK

MapVision Gen 2 - Engagement

This Statement of Work ("Statement of Work" or "SOW") outlines the details of the engagement between **Placer Mosquito & Vector Control District** ("Client" or "Customer") and **Orion Systems Integrators, LLC** ("Supplier" or "Orion") for Support of their MapVision Gen 2. This SOW is subject to the Master Services Agreement effective as of **Month DD, 2026**, by and between Client and Supplier, the terms of which are incorporated herein by reference. The term of this SOW begins on the effective date, and, unless properly terminated by either party, will remain in effect until the term of the last SOW entered hereunder expires or is properly terminated by either party (the "Term").

Supplier : **Orion Systems Integrators, LLC.**
33 S Wood Ave, 5th Floor, Iselin, NJ 08830
Attn: Nagaraj Shanmugam | VP – Business Development

Services rendered to : **Placer Mosquito & Vector Control District**
2021 Opportunity Drive
Roseville, CA 95678
Attn: Joel Buettner | District General Manager

Services Start Date : Nov 1, 2026
Services End Date : Oct 31, 2027
Services rendered at : Orion Office (Offshore India)

Project Description:

The objective of this engagement is to maintain operational availability of MapVision Gen 2, reduce support backlog, improve defect resolution times, and ensure stable operations for **participating county** ~~the Client~~. This engagement is to provide primary support for MapVision Gen 2 to address support issues.

Project Scope

This engagement provides application support services for MapVision Gen 2, a **county-owned** vector control software solution. Support activities include issue triage, corrective maintenance, application troubleshooting, configuration support, incident analysis, deployment support, and issue remediation to maintain reliable system operation.

- Release support
- Deployment activities
- Production support
- Documentation updates
- Root cause analysis
- Monitoring
- Knowledge transfer

Resources are shared among the **counties** ~~participating vector control entities~~; all work should be scheduled based on available capacity and agreed priorities.

Issue Logging

Business Users shall log Support incidents on the Support ticketing tool – URL will be provided before the start of the engagement. For any emergency support, a support email address will be provided.

While the emergency issue raised through the above medium shall be attended to, a subsequent support ticket creation in support portal shall still be mandatory.

Request logging should be done with complete support requirement specification along with regeneration steps, test scenarios (where applicable) and acceptance criterion. Such requests would be routed to service

Commented [JB1]: This date would follow Board approval. Board meeting to consider this contract is scheduled for 9/21/2026

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Commented [JB2]: This pricing model is incomplete. You stated the cost: " For Gen 2 customer this is at \$22,900 / year (5 signed up sow)" is this inclusive of the \$12,000 in the SOW or in addition? Please clarify

Statement of Work

engineer, to perform - an initial analysis on the requirement for the pre-requisites, requirement validation, and complexity.

The support incidents logged shall be further categorized into 'Issue' or 'Enhancement'. Enhancements are not in scope of this engagement.

Issue Categorization

Users would log an Issue in the support ticketing tool along with its severity level. Users based on below criterion should do the assessment of severity of request.

VERY HIGH (Priority 1)	Problem results in extremely serious interruptions to a production system. It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a <i>complete crash of the system or interruptions in main functions</i> of the production system. Data integrity is compromised and the service request requires immediate processing as the issue can result in financial losses.
HIGH (Priority 2)	Problem results in serious interruptions to normal operations, will negatively affect business/application, urgent deadlines or at risk. In a production system, important tasks cannot be performed, but the error <i>does not impair essential operations</i> . Processing <i>can still continue in a restricted manner</i> , and data integrity may be at risk. The service request requires timely processing, because the malfunction or unavailability of solution of could cause serious interruptions to critical processes or negatively impact business.
MEDIUM (Priority 3)	Problem causes interruptions in normal operations. It <i>does not prevent operation of a production system</i> , or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the operation. The issue will affect a running functionality in a production environment.
LOW (Priority 4)	Problem results in minimal or no interruptions to normal operations (no business impact). The issue consists of "how to" questions including issues related to enhancement requests, or documentation questions.

Service Level agreement

Issues raised by the users shall be governed by the following SLA levels.

- Priority 1 – Severe Business impact
- Priority 2 – Significant Business restriction
- Priority 3 – User Impact
- Priority 4 – User annoyance

The Service level agreements proposed is as below. This SLA is applicable only during normal business hours specified in the Support Model section in this contract.

- P1 – 2 Hours – *RCA and initial response time and progress update in every 12 Hours
 - P2 – 8 Hours – *RCA and initial response time and progress update in every 24 hours
 - P3 – No *RCA ; 12 Hours and Progress update in every 48 Hours
 - P4 – No *RCA; 24 Hours and Progress update every in 96 Hours
 - Off-hours and week-ends – emergency support only (on-demand)
- *RCA – Root Cause Analysis

Support Model

- L1 (First Line/Help Desk) – Out of Scope

Statement of Work

- L2 (Application Support) – In Scope - Functional/application-level triage, diagnosis, and resolution of issues within the existing technology stack.
- L3 (Technical / Engineering Support) – In Scope - Deep technical diagnosis and resolution, including code-level fixes, within the existing technology stack.

Business Hours

Offshore Hours: Monday - Friday (11:00 am – 8:00 pm IST) – excluding Holidays

Onshore Hours: Monday – Friday (9:00 am – 1:00 pm EST) – Project Management Only.

Off-hours and week-end – emergency support only (on-demand)

Release and UAT Management

All Mapvision Gen 2 patch management will be subject to confirmation and testing from Orion and subsequent approval from the Client.

Approved and UAT tested solutions would be compiled for release to production.

Escalation Matrix

Weekend escalations / Off hours

1st Level contact – Project Manager

2nd Level contact – Director Delivery

Out of Scope

- Requests related to new development, software upgrades, platform upgrades, architectural changes, Migration from Gen 2 to Gen 3 or significant enhancements
- Major database design or optimization activities
- PBI implementation, Major infrastructure implementation or modernization activities
- Code Scanning and Code vulnerability
- The Gen 2 application was developed by a third party and is not developed by Orion, hence not all existing features and functionalities have been functionally validated by Orion. Client using an existing feature or functionality of Mapvision Gen 2 for the first time and identifies a gap, missing capability, or change request, such requests shall not be classified as defects or bugs unless it is demonstrated that our team introduced the issue through support fixes delivered under this SOW. All enhancement requests will be managed through a separate SOW.
- Third-party Apps - Our team is not responsible for application support, upgrades, integration issues, or system outages related to these third-party components.
 - Google Maps integrations upgrade is outside the scope of our support services. ULV-FC App API and VectorSurv third-party applications are managed and maintained by separate teams.

Infrastructure

- AWS outages
- Network failures

Any work outside the agreed support scope will be assessed, estimated, and a separate statement of work (SOW) shall be approved by client before execution.

Customer Responsibilities

- Collaborate and coordinate with Orion resources during integration testing, UAT and production implementation.
- Customer is responsible for User Acceptance Testing and validation.
- Provide timely approvals on the deliverables.

Service Delivery Governance

- Client will provide the required point person to act as the point of contact for Orion's service delivery lead. Customer point person will be responsible for all Customer internal communications, providing access to

Statement of Work

the relevant stakeholders as necessary, coordination of internal feedback and deliverables, and ensuring consensus on final decisions.

Delivery Team

Designation	
Project Manager	iOS Developer
Delivery Manger	QA Team
Software Developers	Infra Support Team
PBI Developer	

Advisory Team

Name
VP – Business Development
Director – Delivery
EVP – Global Delivery

Services and Work Supervision

- The Client will provide Supplier with all assistance, access, information and documentation as Supplier may require for providing the services defined in the scope of this document.

Deliverables:

Orion shall provide the following deliverable(s) ("Deliverables") to the level of quality and completion that meets or exceeds Customer's standards.

#	Track	Deliverables	Acceptance Criteria
1	Application Development	a. Unit tested application code b. base in the test environment. Unit test results	Customer's agreement that the deliverables shall be deemed accepted if Customer does not provide written acknowledgement within five business days after delivery.

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Acceptance Procedures:

Client will review Orion's interim and final Deliverables and will inform Orion of any discrepancies.

Compensation

This is a Fixed Fee pricing model in which Client will be billed per the **monthly annual** charges below based on the model chosen at the beginning of this engagement:

1 Year Pricing Model

Category	Start Date	End Date	Yearly Cost (USD)
Offshore Team – 1	11/01/2026	12-month anniversary Date 10/31/2027	\$12,000

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Non-Renewal and Post-Term Support:

If the Customer does not renew its agreement with Orion, any requests for information, assistance, support, historical data retrieval, data dumps, investigations, or other ad hoc services following termination or expiration of the agreement shall be considered out of scope. Such services, if provided, will be subject to Orion's availability and billed separately at Orion's then-current rates under a mutually agreed written agreement.

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Statement of Work

Changes & Modifications:

Client may request changes to this Statement of Work in writing and in sufficient detail. Any changes to this Statement of Work must be agreed upon in writing signed by both Parties as a Change Order as detailed in the Agreement.

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Terms & Conditions

- Pricing Includes:
 - All expenses borne by Orion and its teams. The Customer would not be liable to pay for any additional costs such as travel, food, or other expenses. This engagement is delivered remotely, and no onsite travel has been scoped.
 - Assume an 8-hour workday/ 40-hour work week Monday through Friday.
 - Do not include any additional costs related to software licenses, platform, or hardware that would be needed for the successful implementation of the effort in scope.
 - ~~While Orion provides its team members with laptops and requisite software (based on project requirements) the Customer would be expected to furnish any additional software licenses required for the project implementation~~
- All dates indicated above are based on our current understanding of the scope of the engagement and could be revised based on additional findings.
- The Client's leadership will ensure communication with and the availability of the required Business and Technology staff for the success of this engagement.

General Assumptions & Dependencies:

- **Changes to the requirements**, assumptions and dependencies as outlined in this document may require adjustments to the pricing and schedule submitted herein.
- **All pricing and timeframes** are contingent on timely participation by the Customer, including providing the necessary source assets, technical code, content, feedback, meetings, and/or decisions. Delays in such participation may result in adjustments to the Project's resources and timelines.
- All agreements in this statement of work (SOW) document end with completion of work and payment in full to Supplier.
- Approval of all deliverables as per MSA.

Invoicing details & schedule

Invoice Term: ~~Yearly, Invoice beginning of the SOW, Net-30 The annual fee shall be paid in two equal installments. The first installment, equal to one-half of the annual fee, shall be invoiced at the beginning of the SOW period. The second installment, equal to one-half of the annual fee, shall be invoiced on July 1, 2027, and covers services through October 31, 2027. All invoices are payable within thirty (30) days of the invoice date.~~

Orion Systems Integrators, LLC.

Placer Mosquito & Vector Control District

Signature

Signature

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Orion Systems Integrators, LLC

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Statement of Work

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Truckee Field Station Report

Prepared September 14th, 2026

Field Station Manager: Angella Falco

Mosquito Surveillance – Tahoe Basin

- Weekly trap counts have dropped significantly since mid-August. This is similar to previous years. (Figure 1)
- Mosquito surveillance will be discontinued for the 2026 season when trap numbers are at or close to zero in all traps. This typically happens before the end of September.

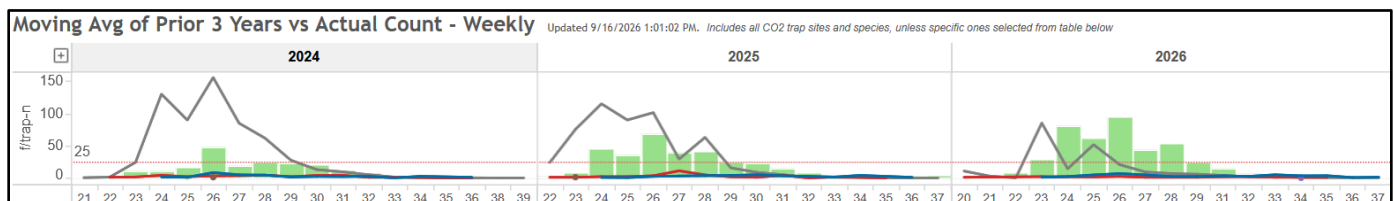


Figure 1. 3 year moving average of weekly mosquito trap counts for prior 3 years represented by green bars. Red line= *Cx. tarsalis* totals, blue line = *Ae. sierrensis* totals, grey line = all other species.

Yellowjacket Surveillance

Traps are deployed at 7 different sites. Each site has two traps, one baited with canned chicken and the other with heptyl butyrate.

- Trap numbers will fluctuate from week to week now based on the weather. As temperatures trend downward, yellow jackets will forage for less time on cooler days and during cool spells. (Figure 2).
- Yellow jacket service requests have increased as nest numbers continue to climb

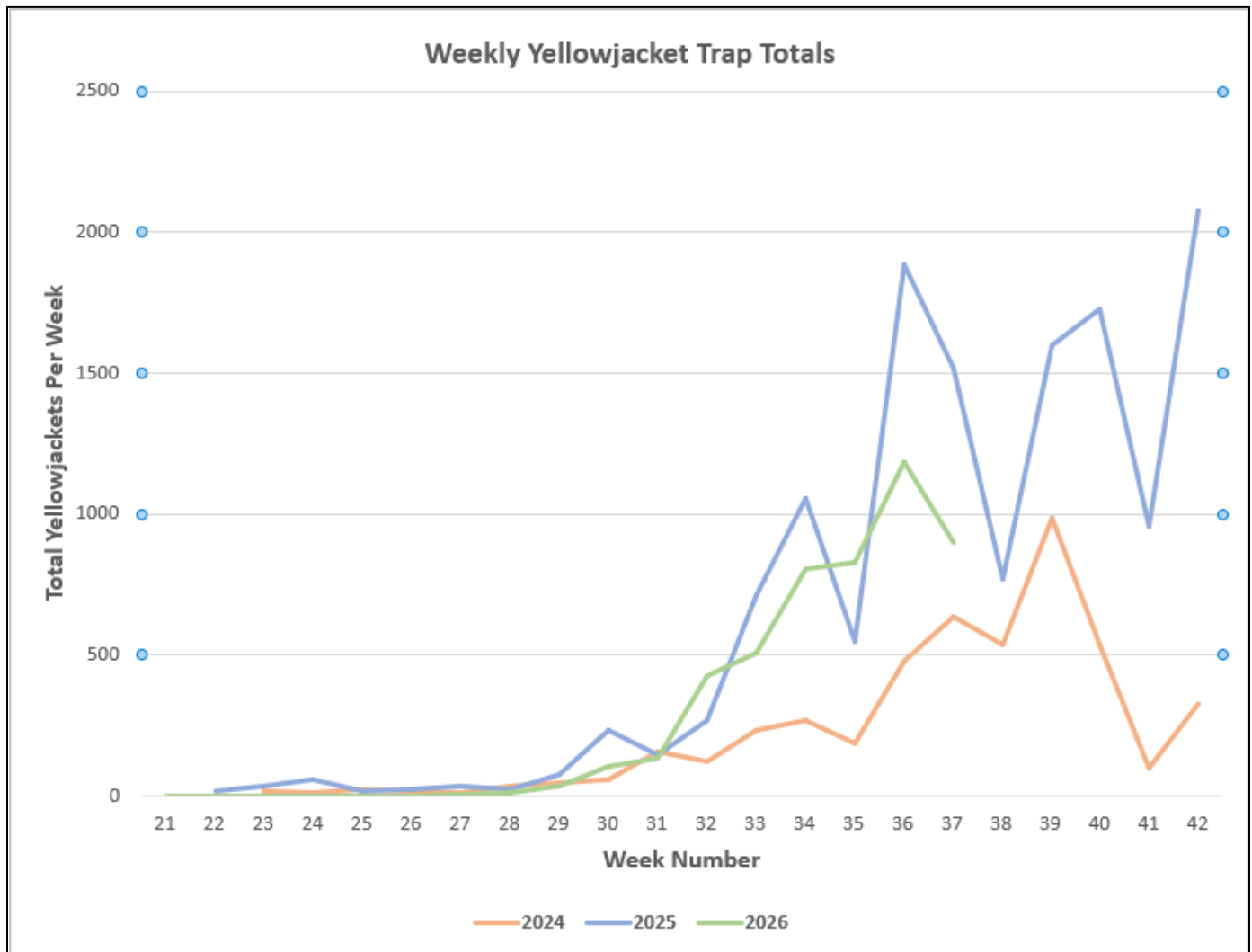


Figure 2. Total number of yellowjackets collected in all traps per week, 2024-2026.

Plan Check

The Placer Commerce Center is a 393-acre planned commercial, industrial business park on the east and west sides of Foothills Blvd north at Athens Ave. Build out will occur in at least 4 phases over the next 20 years and is expected to create 6.4 million SF of flexible industrial space. The plan also allows up to 20,000 sf for restaurants, bars and recreational fitness. It is expected that the center will ultimately employ between 3,500-5,000 people.



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PUBLIC INFORMATION AND OUTREACH REPORT

Reporting period: August-September 2026

Prepared by: Emma Carlson, Public Information Officer

August-September Highlights

Community Events & Outreach

- **Tri-County Home & Garden Show:** We participated at Placer County's Roebbelen Center located @the Grounds. This event provided an opportunity to reach residents who spend time outdoors in their yards, including those that may have mosquito breeding sources.
- **Lincoln High School Junior Zebras Night:** This was our first of two football outreach events of the year. We debuted our new digital microscopes which are the latest additions to our science education program. As LHS Football sponsors, we have a field banner and announcements during the game.
- **Kidzapalooza:** This was our second time participating in this community event, this time at Recreation Park in Auburn. This was an excellent collaboration with the Auburn Recreation District, and we were able to share information on mosquitofish to residents who have property and ponds or trough sources.
- **UC Master Gardeners Garden Faire:** We partnered with the UC Master Gardeners of Placer County to provide repellent wipes and informational materials at their event at the Maidu Center in Roseville.
- **Upcoming:**
 - **Rocklin's Hot Chili Cool Cars** (9/19)
 - **Placer Nature Center Open House** (9/26)
 - **Crestmont Elementary School – 1st Grade** (9/30)
 - **Loomis Fruit Shed Festival** (10/4)
 - **Loomis Town Council** (10/13)
 - **City of Roseville Trunk or Treat** (10/16)
 - **Truckee River Day** (10/18)
 - **City of Roseville City Council** (10/21)
 - **Sheridan Municipal Advisory Council** (11/4)

Campaigns & Awareness

- **Clear Channel Billboard Campaign:** We concluded our seasonal billboard campaign.
- **SMS-Texting Notifications:** We have sent 7 campaigns, reaching 492 residents. Ascendant can pull phone numbers on a granular level, allowing us to narrowly target streets and areas we survey for property inspections. These property inspections are now seeing over 50% success rate, compared to previous ~25% success rates.



- **High School Boosters Advertising:** Lincoln High School banner is installed for the season. Whitney and Placer High School digital ads are active and shown below:



Public Engagement & Press

- **World Mosquito Day, AMCA Award:** We were awarded “Most Entertaining” for our World Mosquito Day video featuring AMCA’s mascot, Meep. AMCA had challenged all mosquito districts to feature Meep and answer the prompt “Where in the world is Meep?” We chose to showcase all our different District office facilities and operations in our informational video.
- **Invasive Species Messaging:** We’ve received a record number of calls and service requests this season, many involving aggressive, day-biting mosquitoes. As of mid-September, we have received more than 500 service requests since the start of mosquito season in June. We are strategically featuring invasive mosquitoes across our media channels to help residents understand the differences among mosquito species and the risks associated with each. It is especially important to distinguish between the local risk of West Nile virus and the concerns associated with invasive *Aedes aegypti*. This topic will also be a focal point of our mosquito-season recap presentations to city councils. Comments on our recent invasive-species informational posts demonstrate the types of questions residents are asking:
 - *I’ve heard about GAT traps, do those work? I’m in chico but they are so bad here we’ve barely gone outside this summer...Can these ones carry West Nile?*
 - *Isn’t there one other species that is more common here that also looks kind of similar to this one?*

Digital Outreach

- **Social Media Internship: Andrea Gray**
Introduction and creative process discussion on a Service Spotlight video.



Staff Engagement Series:

- When the social media intern arrives for content.
- Splash: DUMP & DRAIN reminder!
- What motivates you to come to work everyday (Q&A)
- What sound does a drone make?
- Explain your job to a five-year-old.

This series is part of Andrea's curriculum as the social media intern. The goal is to highlight District operations, people, facilities, and resources while gaining traction through trending social media reels.



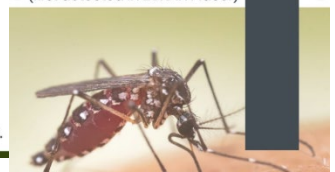
Invasive *Aedes aegypti* Public Education: 5 things you should know

1. They are called *Aedes aegypti* (first detected in Placer County in 2019).
2. They bite during the day (often around the ankles).
3. They can transmit diseases (like Zika, chikungunya, dengue, & yellow fever).
4. They thrive in urban & residential areas.
5. They can breed in tiny amounts of water (like flowerpot saucers, yard drains, pet bowls, & bottle caps).



They are called
Aedes aegypti.

(first detected in 2019 in Placer)





Where in the District Is Meep?: World Mosquito Day

🌍 Where in the world is Meep? 🦟

👋 Meet Meep: the American Mosquito Control Association's globe-trotting mosquito mascot! She's visiting mosquito control programs to learn how teams across the country protect their communities.

📍 This time, Meep has landed in Placer County! She's buzzing about the District as we trap and test mosquitoes, inspect breeding sites, treat standing water and help protect residents from diseases like West Nile virus.

⚠️ Meep may be cute, but real mosquitoes can be dangerous. Because of the diseases they can transmit, mosquitoes are considered the deadliest animals in the world. That's why our team works year-round to keep Placer County safer and more bite-free.

Where will Meep buzz off to next? 🦟👀



Summer Outreach Recap Video

📺 That's a WRAP on our summer outreach events! 🌞 🦟

As everyone heads back to school, we want to say a huge THANK YOU to everyone who joined us and made this summer so much fun! 💙 Our team loved meeting you, sharing mosquito-prevention tips, and taking our insect petting zoo on plenty of field trips 🦟 🦋 🐛 No worries if you missed us, we've got a full schedule this fall, and events are listed on our website. Link in bio 🔗

Staff Summer Recap Video

Another summer of keeping mosquitoes in check ✅

A big thank you to our entire staff for their hard work this mosquito season. From drone testing and property inspections to aerial operations and ground treatments, Placer Mosquito has been out in the community protecting public health.

Summer may be over, but the buzzing continues. 🦟 Make sure to keep your repellent handy and have a great fall season, Placer.





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Field Operations and Surveillance Report

Prepared September 15, 2026

Deputy General Manager: Jake Hartle

Supervisors: Casey Hubble, Mike Ashley and Scott Schon

Senior Research Scientist: Phil Spinks

Mosquito Surveillance & Vector-borne Disease Testing

Adult Mosquito Abundance:

- *Culex tarsalis* and *Culex pipiens* abundance decreased substantially and generally matched the three-year average through Week 38 (September 13-19). (Figures 1 and 2).

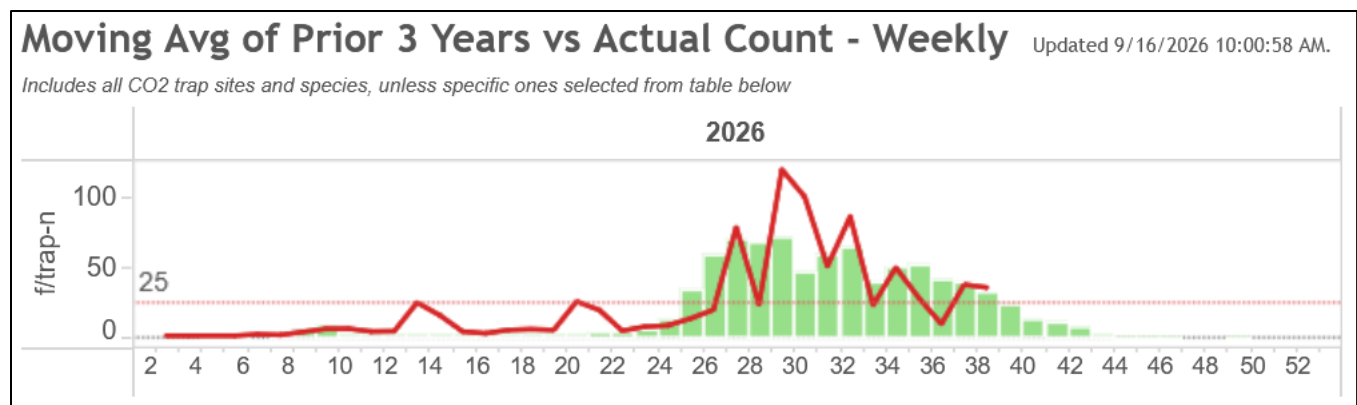


Figure 1: *Culex tarsalis* adult mosquito count per trap night (red line), compared to the three-year average (green bars) by calendar weeks (Week 37 represents September 6-12)

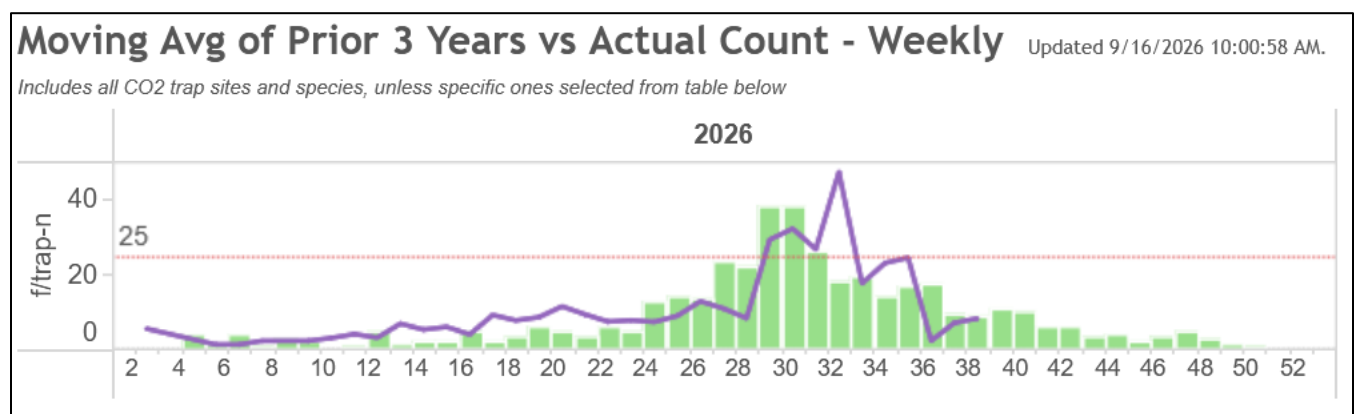


Figure 2: *Culex pipiens* adult mosquito count per trap night (purple line), compared to the three-year average (green bars) by calendar weeks (Week 37 represents September 6-12)

Vector-borne Disease Testing:

- The majority of West Nile virus-positive mosquito detections are concentrated in rural western Placer County, particularly in the agricultural areas west of Lincoln and Roseville. Additional positives have been detected within and around the City of Lincoln and in western Roseville, with relatively few detections occurring farther east.

Positive Detections for 2026 Year to Date (January 1 - September 15)			
	WNV	SLE	WEE
Mosquito Samples	112/2760 4.1%	0	0
Dead Birds	8/86 9.3%	0	0

Invasive Aedes Surveillance:

- In August, *Aedes aegypti* mosquito abundance and distribution continued to increase. So far this year, 47 neighborhoods have active populations of invasive mosquitoes.
 - Ten truck fogging and A1 applications have been completed to reduce *aegypti* populations.
 - We have completed 12 parcel inspection plans covering 247 properties, and we successfully inspected 115 of them.

Field Operations

VDCI Aviation Aerial Adulticide Applications:

- We completed four aerial mosquito adulticide missions in response to high adult mosquito abundance and positive WNV mosquito samples. The areas included Sheridan, Elverta, Amoruso and rural agricultural areas in West Placer. Almost 40,000 acres were treated because of these applications.
- As of September 9, in response to high adult mosquito abundance and positive WNV mosquito samples, we have treated over 91,000 acres.

Placer MVCD Ground Larvicide and Adulticide Applications:

- In August we made 21 ground ULV mosquito adulticide missions treating 4,320 acres.
- In August we made 10 ground mosquito larvicide missions treating 2,012 acres.

Unmanned Aircraft Systems (UAS) Applications:

- 12 missions totaling 44 flights in August 2026
 - 2 UAS test flight missions
 - 2 Habitat assessment missions
 - 3 UAS swath analysis evaluations
 - 5 larvicide missions

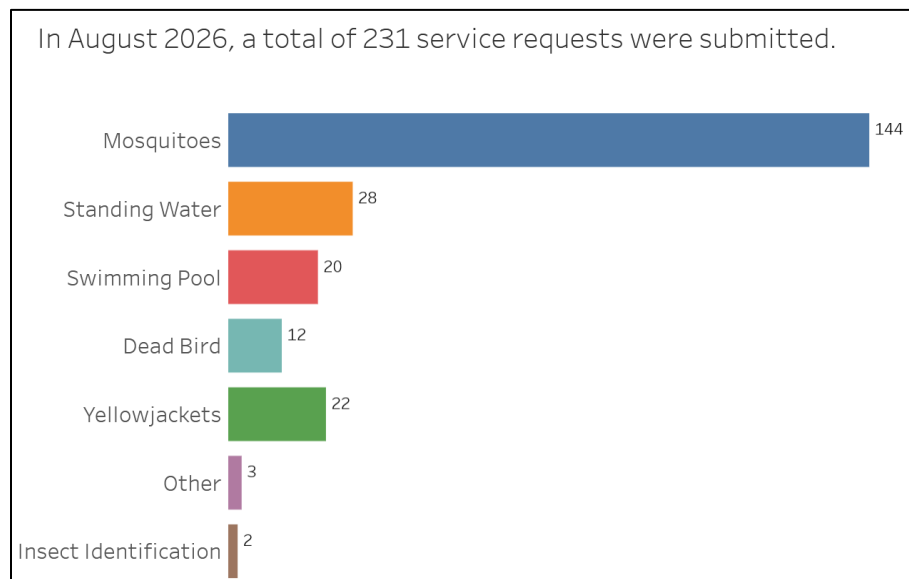


- The District has conducted 3 UAS ULV swath analysis trials, flying at different offsets to help us capture the spray cloud using impingers and caged mosquitoes, under different environmental conditions. Data collected from trials will be applied to UAS ULV operational spray blocks.

Mosquito Source Work for May - August 2026:

Mosquito Source Work: May - August 2026	May	June	July	August
Total Pesticide Applications (including catch basins)	422	1436	1708	679
Mosquito Sites Treated	233	277	206	113
Mosquito Sites Dipped	547	704	510	363
Dry Checks	227	526	686	509
Sites Visited	978	783	1476	1020
Service Requests Completed	82	111	141	178
Catch Basins Checked	8205	3917	5305	3879

Service Requests for August 2026:



Biological Control – Fisheries

- Mosquitofish (*Gambusia affinis*):
 - 31 applications totaling 1,137 mosquitofish, *Gambusia affinis* were stocked for biological control in the month of August
 - August was the last month for rearing fish in-house. We will grow out current fry, consolidate fish and prepare to switch to our overwintering strategy.



	August 2026	2026 Season to 31 August	2025 Season to 31 August
Adult mosquitofish stocked	1,137 (2.5 lbs)	16,704 (37.1 lbs)	18,041 (40.1 lbs)
Fry produced in-house	10,352 (23.0 lbs)	31,362 (69.7 lbs)	29,829 (66.3 lbs)
Fish harvested from the wild	0 (0.0 lbs)	7,650 (17.0 lbs)	5,400 (12.0 lbs)
<i>Weights given with the assumption of 450 adult fish per pound.</i>			
Report Date	Current Year	Prior Year	
31 Aug 2026	2026	2025	

General Manager's Report

Joel Buettner, General Manager

09/16/2026

Personnel

A formal personnel matter is currently being addressed in accordance with District policy and applicable due-process requirements. Additional information will be provided to the Board as appropriate.

Administrative and Operations Procedure Manual (APOM)

The APOM is intended to document current processes, maintain appropriate internal controls, and support compliance with regulatory requirements and professional best practices. Over the past month, sections of the APOM have been released incrementally for staff implementation following review. This review and implementation process will continue through the fall.

Greater Sierra Sacramento One Health Regional Collaboration

District staff are participating in the 2026 Fall One Health Meeting in Auburn on September 16, 2026.

The Greater Sierra Sacramento One Health Regional Collaboration brings together human, animal, environmental, and public-health professionals to improve regional information sharing, preparedness, and coordinated response to emerging health threats. The collaboration addresses cross-sector issues including vector-borne and zoonotic disease, environmental health threats, food safety, and emergency preparedness.

District participation provides access to a broader regional network and information that may not ordinarily flow through traditional mosquito-control channels. This can improve early awareness of emerging disease threats, strengthen relationships needed for multi-agency response, and ensure that mosquito and vector surveillance expertise is represented in regional public-health preparedness.

Upcoming Events

- MVCAC Annual Planning Meeting – November 3-4, 2026 – Burlingame, CA
- AMCA Interim Board Meeting – November 5-6, 2026 – Denver, CO
- MVCAC Annual Conference – January 24-25, 2027 – Universal City, CA
- AMCA Annual Conference – March 3-5, 2027 – St. Louis, MO