



155 Mason Circle  
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***BOARD OF TRUSTEES  
MEETING***  
**\*\*MONDAY, NOVEMBER 13, 2023\*\***

**TIME: 7:00 PM**

**LOCATION:** Hybrid meeting of the Board of Trustees  
Physically held at the District office located at  
**155 Mason Circle, Concord, CA 94520**  
By teleconference at:

<https://us06web.zoom.us/j/94095162206?pwd=amp0UXhCSEt3a0Qxc2ludWJnVmVmZz09>

Meeting ID: 940 9516 2206  
Passcode: 866980

Members of the public may participate in the meeting via teleconference or in-person.

Public comments may be submitted in advance of the meeting by emailing Paula Macedo at [pmacedo@contracostamosquito.com](mailto:pmacedo@contracostamosquito.com). Alternatively, members of the public may offer spoken comments when public comment is requested, either at the beginning of the meeting as to non-agenda items, or regarding and agenda item at the time the item is considered. Comments shall be limited to three minutes per person, unless different time limits are set by the Chairperson.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation to participate in this meeting, please contact Paula Macedo, General Manager, as early as possible, and at least 48 hours before the meeting at (925) 457-8464 or [pmacedo@contracostamosquito.com](mailto:pmacedo@contracostamosquito.com).

*Protecting Public Health Since 1927*

**BOARD OF TRUSTEES**

President **DARRYL YOUNG** Contra Costa County · Vice President **PETER PAY** San Ramon · Secretary **DANIEL PELLEGRINI** Martinez  
Antioch **WADE FINLINSON** · Brentwood **VINOY MEREDDY** · Clayton **Vacant** · Concord **PERRY CARLSTON** · Contra Costa County **JIM PINCKNEY & CHRIS COWEN**  
Danville **RANDALL DIAMOND** · El Cerrito **JIM DOLGONAS** · Hercules **DAMIAN WONG** · Lafayette **Vacant** · Moraga **JAMES FRANKENFIELD** · Oakley **MICHAEL KRIEG**  
Orinda **KEVIN MARKER** · Pinole **WARREN CLAYTON** · Pittsburg **RICHARD AINSLEY, PhD** · Pleasant Hill **JENNIFER HOGAN** · Richmond **CHRIS DUPIN** · San Pablo **Vacant** · Walnut Creek **Vacant**

## **AGENDA**

**1. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**2.\* AGENDA MANAGEMENT**

**3. PUBLIC INPUT ON NON-AGENDA ITEMS**

This time is reserved for members of the public to address the Board relative to matters of the District NOT on the agenda. No action may be taken on non-agenda items unless authorized by law. Public comments may be submitted as specified above and will be limited to three minutes per person.

**5. PRESENTATION**

Vinoy Mereddy, newly appointed Trustee representing the City of Brentwood.

**4.\* CONSENT CALENDAR**

*Any item may be pulled from the Consent Calendar and separately considered at the request of any Trustee. All items may be acted on by a single motion.*

- A. Minutes of the September 11, 2023 Board of Trustees Special Meeting
- B. Expenditures for August & September 2023
- C. Payroll Expenditures August & September 2023
- D. Investment Activity for August & September 2023
- E. Financial Report
- F. Grievance submitted to Step 3 by SEIU 1021

**5. BOARD AND STAFF REPORTS**

- A. Board
- B. General Manager
- C. Staff
- D. Legal Counsel

**6.\* ACTION ITEMS**

- A.\* Agreement for Project and Construction Management Services with Capital Program Management, Inc. (CPM)
- B.\* Board Consideration and Adoption of Resolution 23-4, Revising Procedure for Electing Board Officers
- C.\* Board Consideration and Approval of Trustee Travel to the 92<sup>nd</sup> Annual Conference of the Mosquito and Vector Control Association of California (MVCAC)

**7. CLOSING COMMENTS**

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.

**8. ADJOURNMENT**

I hereby certify that the District Board of Trustee Agenda was posted 6 days before the noted meeting.

\_\_\_\_\_  
Christine Widger, Customer Service Specialist

\_\_\_\_\_  
Date

**CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT**

**NOVEMBER 13, 2023 BOARD MEETING  
STAFF REPORT**

1. No comment
- 2.\* **AGENDA MANAGEMENT** – Consider order of items.
3. **PUBLIC INPUT ON NON-AGENDA ITEMS**
- 4.\* **CONSENT CALENDAR**
  - A. Minutes of the September 11, 2023 Board of Trustees Special Meeting (*Pages 7-11*). Approval of Minutes 23-6, Board Special Meeting held on September 11, 2023.
  - B. Check Expenditures for payroll & accounts payable for August & September (*Pages 12-15*) – Approval of expenditures of August 1, 2023 through September 30, 2023, including:

Accounts payable August 15<sup>th</sup> checks No. XXXX34 through No. XXXX44  
Payroll August 15<sup>th</sup> check No. XXXX45  
Accounts payable August 31<sup>st</sup> checks No. XXXX46 through No. XXXX56  
Accounts payable September 15<sup>th</sup> checks No. XXXX57 through No. XXXX66  
Payroll September 30<sup>th</sup> check No. XXXX67 through XXXX69  
Accounts payable September 30<sup>th</sup> checks No. XXXX70 through No. XXXX79

Accounts Payable Total: \$91,554.75                  Payroll Total: \$369.40
  - C. Direct Deposit Expenditures for payroll & accounts payable – Approval of payroll expenditures of August 1, 2023 through September 30, 2023, including:

Payroll August 15<sup>th</sup> No. D000019461 through No. D000019491  
Payroll August 31<sup>st</sup> No. D000019492 through No. D000019524  
Accounts payable August 15<sup>th</sup> E000003044 through E000003052  
Accounts payable August 31<sup>st</sup> E000003053 through E000003065  
Payroll September 15<sup>th</sup> No. D000019525 through No. D000019555  
Payroll September 30<sup>th</sup> No. D000019556 through No. D000019597  
Accounts payable September 15<sup>th</sup> E000003066 through E000003076  
Accounts payable September 30<sup>th</sup> E000003077 through E000003088

Accounts Payable Total: \$247,693.53                  Payroll Total: \$356,599.76
  - D. Investment Activity for August & September 2023 (*Pages 16-20*)

- E. Financial Report (*Pages 21-22*)
- F. Grievance submitted to Step 3 by SEIU 1021 – The General Manager received a Grievance from SEIU 1021 on September 20, 2023, to which the General Manager responded on September 27, 2023, rejecting it on multiple bases, including that the decision of the District was not a grievable action under the MOU. SEIU 1021 rejected the General Manager’s decision and submitted the grievance to step 3 on October 2, 2023. Labor Counsel replied to SEIU 1021 on October 19, 2023 restating that the decision was not eligible to be grieved and, on that basis, was invalid. SEIU 1021 has re-submitted the grievance requesting again that it be advanced to Step 3. Under Step 3, the Board, at their next regularly scheduled Board meeting, shall designate a personal representative who shall not be the General Manager. The recommendation is to designate General Counsel as the Board representative.

*Recommendation* – Approve the Consent Calendar.

## 5. BOARD AND STAFF REPORTS

- A. Board
- B. General Manager
- C. Staff – staff reports have been submitted and staff will be present to answer any questions (*Pages 23-41*).
- D. Legal Counsel

## 6.\* ACTION ITEMS

- A.\* Agreement for Project and Construction Management Services with Capital Program Management, Inc. (CPM) (*Pages 42-64*)– The Building Ad Hoc Committee met on October 12 and 13, 2023, to interview the firms that had submitted a proposal to the request for qualifications for construction management services issued by the District on August 23<sup>rd</sup>, 2023. The Ad Hoc committee discussed the proposals and interviews and is recommending the selection of CPM for that role. The agreement was included for Board review.

*Recommendation* – Authorize the General Manager to negotiate, sign, and manage agreement with Capital Program Management Inc. (CPM) to provide general project/construction management services to the Contra Costa Mosquito and Vector Control District as outlined in the agreement.

- B.\* Board Consideration and Adoption of Resolution 23-4, Revising Procedure for Electing Board Officers (*Pages 65-66*) - At the September 11, 2023 meeting, the Board discussed the eligibility requirements for Board officers, and asked the General Manager to prepare a new resolution or policy based on the discussion, to be presented for approval in the November meeting.

***Recommendation*** – Approve and Adopt Resolution 23-4, revising the procedure for nomination and election of Board officers.

- C.\* Board Consideration and Approval of Trustee Travel to the 92<sup>nd</sup> Annual Conference of the Mosquito and Vector Control Association of California (MVCAC) – MVCAC’s annual meeting will be from January 21<sup>st</sup> to 24<sup>th</sup>, 2024 in Monterey. Board authorization is needed for Trustees who would like to attend.

***Recommendation*** – Pleasure of the Board.

**7. CLOSING COMMENTS**

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.

**8. ADJOURNMENT**

CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT  
BOARD MEETING  
MINUTES NO. 23-6

A meeting of the Board of Trustees of the Contra Costa Mosquito and Vector Control District was held on Monday, September 11, 2023, at the District office at 155 Mason Circle, Concord, CA 94520.

TRUSTEES PRESENT      Darryl Young, President, Contra Costa County (remote from Vicolo della Campanella, 14, 00186 Rome, Lazio, Italy)  
Peter Pay, Vice President, San Ramon  
Daniel Pellegrini, Secretary, Martinez  
Richard Ainsley, Pittsburg  
Perry Carlston, Concord  
Warren Clayton, Pinole  
Chris Cowen, Contra Costa County  
Randall Diamond, Danville  
Jim Dolgonas, El Cerrito  
Chris Dupin, Richmond  
Wade Finlinson, Antioch  
James Frankenfield, Moraga  
Jennifer Hogan, Pleasant Hill  
Michael Krieg, Oakley  
Kevin Marker, Orinda

TRUSTEES ABSENT      Jim Pinckney, Contra Costa County  
Damian Wong, Hercules

VACANCIES              Brentwood  
Clayton  
Lafayette  
San Pablo  
Walnut Creek

OTHERS PRESENT      Paula Macedo, General Manager  
Steve Schutz, Scientific Program Manager (remote)  
David Wexler, Operations Manager  
Terry Davis, Program Supervisor (remote)  
Natalie Martini, Financial Administrator  
Christine Widger, Customer Service Specialist  
Doug Coty, Bartkiewicz, Kronick & Shanahan, Legal Counsel (remote)  
Rick Wood, CSDA Finance Consultant

1.      **CALL TO ORDER** - President Young called the meeting to order at 7:02 p.m.

Roll Call: A roll call indicated that 15 Trustees were present, two Trustees were absent, and there are five vacancies.

Pledge of Allegiance

2.\* **AGENDA MANAGEMENT** – Agenda was adopted by rule.

3. **PUBLIC INPUT ON NON-AGENDA ITEMS** – None

4.\* **CONSENT CALENDAR**

A. Minutes - Approval of Minutes 23-5, Board of Trustees meeting held on July 10, 2023.

B. Approval of expenditures of June 1, 2023 through July 31, 2023  
Accounts payable June 15<sup>th</sup> checks No. XXXX91 through No. XXXX99  
Payroll June 30<sup>th</sup> checks No. XXXX01 through XXXX03  
Accounts payable June 30<sup>th</sup> checks No. XXXX04 through No. XXXX19  
Accounts payable July 14<sup>th</sup> checks No. XXXX02 through No. XXXX12  
Payroll July 31<sup>st</sup> check No. XXXX13 through XXXX18  
Accounts payable July 31<sup>st</sup> checks No. XXXX19 through No. XXXX33  
Accounts Payable Total: \$229,060.48 Payroll Total: \$554.10

C. Direct Deposit Expenditures for payroll and accounts payable-Approval of payroll expenditures of June 1, 2023 through July 31, 2023, including:  
Payroll June 15<sup>th</sup> No. D000019311 through No. D000019343  
Payroll June 30<sup>th</sup> No. D000019144 through No. D000019385  
Payroll July 14<sup>th</sup> No. D000019386 through No. D000019418  
Payroll July 31<sup>st</sup> No. D000019419 through No. D000019460  
Accounts payable July 14<sup>th</sup> E000002401 through E000002415  
Accounts payable July 31<sup>st</sup> E000002427 through E000002428  
Accounts Payable Total: \$729,068.28 Payroll Total: \$365,324.17

D. Investment Activity for June & July 2023

E. Financial Report

F. Updated 2023 Committee List

\*\* Motion was made by Trustee Pellegrini and seconded by Trustee Krieg to approve the consent calendar. *Motion passed unanimously.*

5. **BOARD AND STAFF REPORTS**

A. BOARD – Trustee Carlston noted that he would like to see more community involvement and education of young residents, such as those finishing high school and college, in public service and the role that Boards such as this one have in special districts. He mentioned the possibility of internships with the Board and asked for it to be included for discussion at a future meeting. Discussion followed and it was suggested that the item be included in the agenda for discussion with the Executive committee. Trustee Hogan highlighted the importance of the work the District does, which sometimes is not appreciated, and notified the Board of the



passing of Dr. Mike Cranfield after suffering from West Nile virus. Dr. Cranfield may have contracted the virus in Ontario, Canada.

Trustee Carlston noted that it was September 11, and reminded all to remember and honor those lost that day.

- B. GENERAL MANAGER – General Manager Macedo announced the resignation of Trustee Fitzsimmons and relayed his regret at having to make the decision to leave the Board early. Macedo highlighted Trustee Fitzsimmons 17 years of service and his contributions to the Board, which included serving as Chair for the Budget and Audit Committees for many years. Trustee Krieg noted Trustee Fitzsimmons' leadership and service, and noted his resignation is a loss to the Board.

General Manager Macedo informed the Trustees that the MVCAC Annual Conference next year will be held in Monterey, January 21-24, and asked that interested Trustees inform her of their desire to attend by the next Board meeting, so that an item can be included to authorize their attendance and reimbursement. Macedo reported that the topic for the conference is 'Vector Control in the Modern World' and that she expects the conference to be very informative and relevant. Macedo gave an update on the building remodel project, and noted that a meeting would be scheduled soon with the Ad Hoc committee. A request for qualifications was issued for construction management services on August 23rd. The deadline for to submit questions was September 11<sup>th</sup>, and submittals were due by September 25<sup>th</sup>. The Ad Hoc committee will meet to interview and select a firm, and the decision to award the contract will be included in the agenda for the November Board meeting.

In addition, General Manager Macedo reported that the State Water Resources Control Board has requested a meeting with all mosquito control districts regarding reissuance of the NPDES permit. The meeting will take place on September 25<sup>th</sup>.

- C. STAFF – Scientific Program Manager Schutz reported that a prolonged rainy season and cooler temperatures delayed the transmission cycle of WNV until later than usual in the season. Schutz presented a map of the WNV-positive bird and mosquito samples collected in the county, showing an epizootic around the Concord/Pleasant Hill/Walnut Creek area. Schutz noted that one confirmed and another probable human case of WNV have been reported in Contra Costa County so far this year. Schutz answered questions from the Board regarding distribution of WNV dead birds, how dead birds are reported, and sentinel chickens. In addition, Schutz presented the updated WNV and Saint Louis Encephalitis activity statewide. Operations Manager Wexler reported a high number of yellowjacket service requests, noting that the District is still responding to service requests within five business days.
- D. LEGAL – None

6. **INFORMATION ITEMS**

- A. Financial Report – Balance Sheet – Financial Administrator Martini presented the balance sheet, which will be included regularly in future Board packets. Rick Wood, Finance and Administration Director for CSDA and consultant for the District, explained the balance sheet and how to read it, and answered questions from the Board.
- B. California CLASS - Wood gave a presentation about California CLASS, and spoke to the Board about his recommendation to diversify investments, such as investing some of the District funds with CLASS.
- C. Trustee Workshop – The Board discussed possible days for holding the Trustee Workshop and decided on February 3<sup>rd</sup>, 2024, from 9:00 a.m. to 2:00 p.m. In addition, the Board discussed potential topics to be covered.
- D. Board Nomination and Election of Officers – The Board discussed options for requirements for nominations of Board officers, and whether there was an expectation that the Vice President would serve as President the following year.

Trustee Clayton left at 9 p.m.

The Board asked the General Manager to continue maintaining the trustee seniority list based on initial appointment date, whether each trustee has served as a Board officer and when, and compliance with mandatory trainings. That list should be provided to the Board for their reference in December every year, in preparation to the January elections. A new resolution or policy will be prepared and presented to the Board at the November meeting.

7. **BOARD COMMITTEE REPORTS**

- A. Advance Planning Committee Report - The committee met July 17 2023, and reviewed the progress report put together by the General Manager. Trustee Pay noted that work has progressed in accordance with the timetable laid out in the strategic plan, with the exception of the item for Emergency Planning, which will need an adjustment to the timeline. The committee will take on the work on this goal and it will be in the agenda for discussion at the next committee meeting, when the committee will discuss which emergencies should be included in plan and their definitions.

8. **CLOSING COMMENTS** – Trustee Frankenfield asked that trustees be notified in the future via an agenda item if there is an issue with mandatory training status for trustees. General Manager explained that the usual procedure is to communicate the lack of compliance to the President, who then contacts the trustee in question about the issue.

9. **ADJOURNMENT** – 9:10 p.m.

I certify the above minutes were approved as read or corrected at the meeting of the Board held on November 13, 2023.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

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Daniel Pellegrini  
2023 Secretary, Board of Trustees

**Check History Report**  
**Sorted By Check Number**  
**Activity From: 8/1/2023 to 9/30/2023**

**CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT (CCV)**

Check Number	Check Date	Name	Check Amount
XXXX34	8/15/2023	PG&E	24.64
XXXX35	8/15/2023	FP MAILING SOLUTIONS	153.58
XXXX36	8/15/2023	Veseris (ES OPCO USA LLC)	24,937.46
XXXX37	8/15/2023	Bay Area MVCAC Regional Training Fund	1,540.00
XXXX38	8/15/2023	Maze & Associates	11,861.00
XXXX39	8/15/2023	Staples Business Advantage	505.73
XXXX40	8/15/2023	Spark Creative Design	601.52
XXXX41	8/15/2023	WAVE	2,255.71
XXXX42	8/15/2023	KBA DOCUMENT SOLUTIONS, LLC	149.24
XXXX43	8/15/2023	Banksia Landscape, Inc.	513.00
XXXX44	8/15/2023	California Society of Municipal Finance Officers	125.00
XXXX46	8/31/2023	Vision Service Plan	584.40
XXXX47	8/31/2023	PG&E	90.57
XXXX48	8/31/2023	Empower Trust Company, LLC	4,000.00
XXXX49	8/31/2023	Contra Costa County - Fleet	7,810.91
XXXX50	8/31/2023	Veseris (ES OPCO USA LLC)	315.59
XXXX51	8/31/2023	Sun Life Financial	1,478.02
XXXX52	8/31/2023	Reliance Standard Life In	1,254.19
XXXX53	8/31/2023	Colonial Life	431.58
XXXX54	8/31/2023	MVCAC	2,442.00
XXXX55	8/31/2023	Leading Edge Associates, Inc.	2,102.72
XXXX56	8/31/2023	Verizon Wireless	1,765.21
XXXX57	9/15/2023	CCC Employees Retirement - Employees Contribution	141.00
XXXX58	9/15/2023	Contra Costa Water District	1,642.16
XXXX59	9/15/2023	PG&E	427.23
XXXX60	9/15/2023	Veseris (ES OPCO USA LLC)	385.72
XXXX61	9/15/2023	Staples Business Advantage	538.63
XXXX62	9/15/2023	Otis Elevator Company	100.00
XXXX63	9/15/2023	MVCAC	2,552.00
XXXX64	9/15/2023	WAVE	2,255.71
XXXX65	9/15/2023	KBA DOCUMENT SOLUTIONS, LLC	21.27
XXXX66	9/15/2023	Banksia Landscape, Inc.	513.00
XXXX70	9/29/2023	Vision Service Plan	584.40
XXXX71	9/29/2023	PG&E	84.20
XXXX72	9/29/2023	Empower Trust Company, LLC	4,000.00
XXXX73	9/29/2023	Contra Costa County - Fleet	8,171.96
XXXX74	9/29/2023	KBA DOCUMENT SOLUTIONS, LLC	36.65
XXXX75	9/29/2023	Sun Life Financial	1,475.42
XXXX76	9/29/2023	Reliance Standard Life In	1,254.19
XXXX77	9/29/2023	Colonial Life	431.58
XXXX78	9/29/2023	Verizon Wireless	1,724.56
XXXX79	9/29/2023	Vector-Borne Disease Account	273.00
XXXX44	8/15/2023	Health Care Dental Trust	4,702.22
XXXX45	8/15/2023	Concur Technologies, Inc	677.71
XXXX46	8/15/2023	Mission Linen Supply	465.48
XXXX47	8/15/2023	iSolved Benefit Services	107.78
XXXX48	8/15/2023	Bartkiewics, Kronick & Shanahan	2,341.38
XXXX49	8/15/2023	Streamline	375.00
XXXX50	8/15/2023	Contra Costa Janitorial Services	1,300.00
XXXX51	8/15/2023	Great-West Trust Company, LLC (Empower)	9,538.56
XXXX52	8/15/2023	Mt. Diablo Resource Recovery-Concord	715.95
XXXX53	8/31/2023	SEIU UPE LOCAL 1021-Union Dues	2,364.58
XXXX54	8/31/2023	CalPERS	58,928.24

**Check History Report**  
**Sorted By Check Number**  
**Activity From: 8/1/2023 to 9/30/2023**

**CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT (CCV)**

Check Number	Check Date	Name	Check Amount
XXXX55	8/31/2023	California Special Districts Association	582.77
XXXX56	8/31/2023	Bay Alarm Company	567.91
XXXX57	8/31/2023	ADAPCO, Inc.	6,918.64
XXXX58	8/31/2023	Liebert Cassidy Whitmore	2,608.50
XXXX59	8/31/2023	Mission Linen Supply	471.27
XXXX60	8/31/2023	AFLAC	52.84
XXXX61	8/31/2023	Francisco & Associates	9,100.00
XXXX62	8/31/2023	Quench USA, Inc.	231.34
XXXX63	8/31/2023	Contra Costa Janitorial Services	1,300.00
XXXX64	8/31/2023	Great-West Trust Company, LLC (Empower)	9,538.56
XXXX65	8/31/2023	U.S. BANK CORPORATE PAYMENT SYSTEMS	6,562.95
XXXX66	9/15/2023	Concur Technologies, Inc	677.71
XXXX67	9/15/2023	California Special Districts Association	110.00
XXXX68	9/15/2023	Bay Alarm Company	85.00
XXXX69	9/15/2023	ADAPCO, Inc.	2,368.77
XXXX70	9/15/2023	Liebert Cassidy Whitmore	5,590.50
XXXX71	9/15/2023	Mission Linen Supply	700.19
XXXX72	9/15/2023	iSolved Benefit Services	107.78
XXXX73	9/15/2023	Bartkiewics, Kronick & Shanahan	525.00
XXXX74	9/15/2023	Contra Costa Janitorial Services	1,300.00
XXXX75	9/15/2023	Great-West Trust Company, LLC (Empower)	9,597.16
XXXX76	9/15/2023	Mt. Diablo Resource Recovery-Concord	715.95
XXXX77	9/29/2023	SEIU UPE LOCAL 1021-Union Dues	2,364.58
XXXX78	9/29/2023	CalPERS	58,928.24
XXXX79	9/29/2023	Health Care Dental Trust	4,702.22
XXXX80	9/29/2023	ADAPCO, Inc.	8,275.20
XXXX81	9/29/2023	Clarke	3,067.95
XXXX82	9/29/2023	Mission Linen Supply	232.46
XXXX83	9/29/2023	AFLAC	52.84
XXXX84	9/29/2023	Target Specialty Products	4,027.84
XXXX85	9/29/2023	Quench USA, Inc.	231.34
XXXX86	9/29/2023	Streamline	375.00
XXXX87	9/29/2023	Great-West Trust Company, LLC (Empower)	9,215.61
XXXX88	9/29/2023	U.S. BANK CORPORATE PAYMENT SYSTEMS	14,990.51
		<b>Bank 5 Total:</b>	<u>339,248.28</u>
		<b>Report Total:</b>	<u><u>606,628.07</u></u>

Check History Report  
Sorted By Check Number  
Activity From: 8/1/2023 to 9/30/2023

CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT (CCV)

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Check Number	Check Date	Name	Check Amount
XXXX20	9/15/2023	Contra Costa Mosquito & Vector Control District	267,379.79
<b>Bank 1 Total:</b>			<u>267,379.79</u>

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CONTRA COSTA MOSQUITO & VECTOR CONTROL DISTRICT  
UNUSUAL ITEMS LIST *(New Policy Effective May 2021)*

- *Any checks or ACH over the amount of \$10,000.00 (excludes Procurement Policy General Manager Authority items: payroll taxes, employee fringe benefit payments, and aggregate corporate credit card amount).*
- *Any vendor that has not been paid by the District in the past 15 months.*
- *All legal fees over \$5,000.00 in one month*

<b>DATE</b>	<b>CHECK #</b>	<b>AMOUNT OF CHECK</b>	<b>VENDOR &amp; DESCRIPTION</b>
August 15, 2023	XXXXXX36	\$24,937.46	Veseris – Control Materials Mosquito Larviciding
August 15, 2023	XXXXXX38	\$11,861.00	Maze & Associates – Auditing Services
August 15, 2023	XXXXXX44	\$125.00	California Society of Municipal Finance Officers (CSFMO) – District Membership
September 15, 2023	E000003070	\$5,590.50	Liebert Cassidy Whitmore – Legal Counsel
September 15, 2023	XXXXXX20	\$267,379.79	Contra Costa Mosquito & Vector Control District – BMO Balance Transfer to Close Account

**INVESTMENT ACTIVITY REPORT**

Month of August 2023							
Transaction Number	Date	Wells Fargo	LAIF	Bank of the West	Five Star Checking	Five Star Money Market	
<b>Balance</b>	<b>8/1/2023</b>	<b>\$ 24,956.67</b>	<b>\$ 11,878,049.34</b>	<b>\$ 267,580.64</b>	<b>\$ 114,774.46</b>	<b>\$ 915,296.43</b>	
1	8/7/2023				13,982.76		
2	8/11/2023		(200,000.00)	(314.24)	200,000.00		
3	8/22/2023			113.39			
4	8/25/2023		(50,000.00)		56,093.46		
5	8/28/2023		(250,000.00)		250,000.00		
6	8/30/2023				(4,352.80)		
7	8/31/2023	1.06			(563,408.41)	2,562.31	
<b>Balance</b>		<b>\$ 24,957.73</b>	<b>\$ 11,378,049.34</b>	<b>\$ 267,379.79</b>	<b>\$ 67,089.47</b>	<b>\$ 917,858.74</b>	

**Transaction Number & Brief Description**

- Misc Deposits into Five Star Checking
- Transfer from LAIF to Five Star Checking for Payroll & Vendor Checks, BOW Misc. Bank Fees
- BOW Misc. Transfer from BOW FSA Account to Close Account
- Transfer from LAIF to Five Star Checking for Payroll & Vendor Checks & Misc Deposits into Five Star Checking
- Transfer from LAIF to Five Star Checking for Payroll & Vendor Checks
- Five Star Checking Misc. Withdrawals for Fringe Benefit Accounts (FSA Health & Dependent Care)
- Interest Earned Wells Fargo & Five Star Money Market, Five Star Bank clearing of checks for Payroll & Vendor Checks

Month of September 2023							
Transaction Number	Date	Wells Fargo	LAIF	BMO (formerly Bank of the West)	Five Star Checking	Five Star Money Market	
<b>Balance</b>	<b>9/1/2023</b>	<b>\$ 24,957.73</b>	<b>\$ 11,378,049.34</b>	<b>\$ 267,379.79</b>	<b>\$ 67,089.47</b>	<b>\$ 917,858.74</b>	
1	9/14/2023				5,399.53		
2	9/15/2023			(267,379.79)	267,379.79		
3	9/15/2023		(165,000.00)		165,000.00		
4	9/26/2023	93,500.00		(309.97)			
5	9/27/2023		(295,000.00)		295,000.00		
6	9/29/2023	2.48			(462,080.29)	2,577.89	
<b>Balance</b>		<b>\$ 118,460.21</b>	<b>\$ 10,918,049.34</b>	<b>\$ (309.97)</b>	<b>\$ 337,788.50</b>	<b>\$ 920,436.63</b>	

**Transaction Number & Brief Description**

- Misc Deposits into Five Star Checking
- BMO Clearing of AP Check to Close Account, Deposited BMO Check to Five Star Checking
- Transfer from LAIF to Five Star Checking for Payroll & Vendor Checks
- Misc Deposits into Wells Fargo Account for Contract Billing and BMO Bank Fees
- Transfer from LAIF to Five Star Checking for Payroll & Vendor Checks
- Interest Earned Wells Fargo & Five Star Money Market Accounts & Five Star Checking clearing of checks for Payroll & Accounts Payable

Designated Reserves POLICY FY 24 (July 2023 - June 2024)	
Bond Reserve	0
Public Health Emergency	2,500,000
Capital Improvement	5,000,000
Emergency Reconstruction Response	500,000
Operations	4,981,330
Vehicle & Equipment Replacement	250,000
IT Equipment Replacement	250,000
	<b>13,481,330</b>

*I certify that this report reflects all cash transactions and is in conformity with District Policy. The cash flow shown provides sufficient cash flow liquidity to meet the next six months expenditures.*

*Respectfully submitted,*

*Paula Macedo  
General Manager*



California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

September 25, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT  
MANAGER  
155 MASON CIRCLE  
CONCORD, CA 94520

[Tran Type Definitions](#)

August 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
8/11/2023	8/11/2023	RW	1737432	N/A	PAULA MACEDO	-200,000.00
8/25/2023	8/25/2023	RW	1737920	1698319	PAULA MACEDO	-50,000.00
8/28/2023	8/25/2023	RW	1737949	1698333	PAULA MACEDO	-250,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	11,878,049.34
Total Withdrawal:	-500,000.00	Ending Balance:	11,378,049.34



PO Box 779000  
Rocklin CA 95677

(800) 416-6117  
[www.fivestarbanc.com](http://www.fivestarbanc.com)

1496110  
Contra Costa Mosquito & Vector Control  
155 Mason Circle  
Concord CA 94520

Date 8/31/23 Page 1  
Enclosures

Public Money Market		Number of Enclosures	0
Account Number		Statement Dates	8/01/23 thru 8/31/23
Previous Balance	915,296.43	Average Ledger	915,296.43
Deposits/Credits	.00	Average Collected	915,296.43
Checks/Debits	.00	Annual Percentage Yield Earned	3.35%
Service Charge	.00	2023 Interest Paid	7,858.74
Current Balance	917,858.74	Interest Paid	2,562.31

**Deposits and Additions**

Date	Description	Amount
8/31	Interest Deposit	2,562.31

**Daily Balance Information**

Date	Balance
8/01	915,296.43
8/31	917,858.74

**Interest Rate Summary**

Date	Rate
7/31	3.167000%
8/04	3.305000%

\* 05320003210101000 \*

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
 P.O. Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

October 17, 2023

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[PMIA Average Monthly Yields](#)

CONTRA COSTA MOSQUITO AND VECTOR CONTROL  
 DISTRICT  
 MANAGER  
 155 MASON CIRCLE  
 CONCORD, CA 94520

[Tran Type Definitions](#)

September 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
9/14/2023	9/14/2023	RW	1738548	1698941	PAULA MACEDO	-165,000.00
9/27/2023	9/27/2023	RW	1738995	1699390	PAULA MACEDO	-295,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	11,378,049.34
Total Withdrawal:	-460,000.00	Ending Balance:	10,918,049.34



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1519003  
Contra Costa Mosquito & Vector Control  
155 Mason Circle  
Concord CA 94520

Date 9/30/23 Page 1  
Enclosures

Public Money Market		Number of Enclosures	0
Account Number		Statement Dates	9/01/23 thru 9/30/23
Previous Balance	917,858.74	Average Ledger	917,858.74
Deposits/Credits	.00	Average Collected	917,858.74
Checks/Debits	.00	Annual Percentage Yield Earned	3.47%
Service Charge	.00	2023 Interest Paid	10,436.63
Current Balance	920,436.63	Interest Paid	2,577.89

### Deposits and Additions

Date	Description	Amount
9/30	Interest Deposit	2,577.89

### Daily Balance Information

Date	Balance	Date	Balance
9/01	917,858.74	9/30	920,436.63

### Interest Rate Summary

Date	Rate
8/31	3.305000%
9/06	3.434000%

\* 0 5 3 2 0 0 0 3 3 7 0 1 0 1 0 0 0 \*

**Balance Sheet**  
**As of September 30, 2023**

**September**  
**2023**

**ASSETS**

**Current Assets**

Five Star Checking:General	324,915.23
Money Market: General	920,436.63
Bank of the West-checking:General	(309.97)
LAIF	10,918,049.34
VCJPA	1,230,493.00
Wells Fargo Bank - checking	118,460.21
Property Tax Due from County	7,814,983.00
Benefit Assessment Due from County	2,083,936.00
<b>Total Current Assets:</b>	<b>23,410,963.44</b>

**Fixed Assets**

Asset Nondepreciable (Land):General	778,640.00
Asset Depreciable:General	581,339.00
<b>Total Fixed Assets:</b>	<b>1,359,979.00</b>

**Other Assets**

Pre-Paid Retirement - CCCERA	1,276,247.96
Net Pension Asset:General	643,711.00
GASB 68/75 Outflow	2,258,655.00
<b>Total Other Assets:</b>	<b>4,178,613.96</b>

<b>Total Assets:</b>	<b>28,949,556.40</b>
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**LIABILITIES & EQUITY**

**Current Liabilities**

Accrued Payroll Liabilities	35,445.34
Deferred Revenue	7,424,189.27
<b>Total Current Liabilities:</b>	<b>7,459,634.61</b>

**Long-Term Liabilities**

Net Pension Liability	4,328,728.00
<b>Total Long-Term Liabilities:</b>	<b>4,328,728.00</b>

<b>Total Liabilities:</b>	<b>11,788,362.61</b>
---------------------------	----------------------

Accrued Equity & Designated Reserves	16,847,402.82
Current Year Net Income	313,790.97
<b>Total Equity:</b>	<b>17,161,193.79</b>

<b>Total Liabilities &amp; Equity:</b>	<b>28,949,556.40</b>
--	----------------------

## Contra Costa Mosquito and Vector Control District

### FY24 Budget Year

(July 1, 2023 - June 30, 2024)

### Board Packet

25% of the Year  
completed

	FY24 <i>As of 9/30/23</i>	FY24 Budget	YTD FY24 VS Adopted Budget %	ADOPTED FY24 VS FY24 \$
<b>Personnel Costs</b>				
Payroll & OT	948,274	4,240,776	22.4%	3,292,502
<b>Retirement</b>	<b>333,336</b>	<b>1,200,000</b>	<b>27.8%</b>	<b>866,664</b>
OASDI	54,953	262,928	20.9%	207,975
<b>Medicare</b>	<b>13,279</b>	<b>61,491</b>	<b>21.6%</b>	<b>48,213</b>
Health Insurance (Dental / Vision Etc)	140,493	681,865	20.6%	541,372
<b>Unemployment</b>	<b>192</b>	<b>16,500</b>	<b>1.2%</b>	<b>16,308</b>
Disability Ins	3,763	14,750	25.5%	10,987
<b>Other Post Employment Benefits</b>	<b>0</b>	<b>215,000</b>	<b>0.0%</b>	<b>215,000</b>
District Paid Health Retiree Cost & Fees	23,516	111,800	21.0%	88,284
<b>Subtotal Personnel Costs</b>	<b>1,517,805</b>	<b>6,805,110</b>	<b>22.3%</b>	<b>5,287,305</b>
<b>Operational Costs</b>				
Professional Services - Legal includes Settlements	12,818	75,000	17.1%	62,182
<b>Professional Services - Building &amp; Grounds Maint</b>	<b>0</b>	<b>25,000</b>	<b>0.0%</b>	<b>25,000</b>
Professional Services - All Other	32,981	296,900	11.1%	263,919
<b>Public Affairs</b>	<b>5,635</b>	<b>109,000</b>	<b>5.2%</b>	<b>103,365</b>
Lab Services	17,809	50,000	35.6%	32,191
<b>Information &amp; Technology</b>	<b>8,686</b>	<b>118,100</b>	<b>7.4%</b>	<b>109,414</b>
Operations - Control Materials	125,888	193,000	65.2%	67,112
<b>Operations - Aerial</b>	<b>2,103</b>	<b>30,000</b>	<b>7.0%</b>	<b>27,897</b>
Operation and Facilities - All Other	44,275	932,000	4.8%	887,725
<b>General Office Administration - Insurance</b>	<b>395,250</b>	<b>398,250</b>	<b>99.2%</b>	<b>3,000</b>
General Office Administration - Trustee Expense	275	20,000	1.4%	19,725
<b>General Office Administration - Employee Travel &amp; Training</b>	<b>12,472</b>	<b>47,000</b>	<b>26.5%</b>	<b>34,528</b>
General Office Administration - Utilities	17,994	122,500	14.7%	104,506
<b>General Office Administration - All Other</b>	<b>21,793</b>	<b>508,800</b>	<b>4.3%</b>	<b>487,007</b>
<b>Subtotal Operational Cost</b>	<b>697,978</b>	<b>2,925,550</b>	<b>23.9%</b>	<b>2,227,572</b>
<b>Capital</b>				
Land	0	0	0.0%	0
<b>Vehicles</b>	<b>67,118</b>	<b>210,000</b>	<b>32.0%</b>	<b>142,882</b>
Heavy Equipment	1,486	22,000	6.8%	20,514
<b>Subtotal Capital</b>	<b>68,604</b>	<b>232,000</b>	<b>29.6%</b>	<b>163,396</b>
<b>Total Expenditures</b>	<b>2,284,387</b>	<b>9,962,660</b>		
<b>Revenues</b>				
<b>Property Taxes</b>	<b>1,953,746</b>	<b>7,814,983</b>	<b>25.0%</b>	<b>5,861,237</b>
Benefit Assessment	520,984	2,083,936	25.0%	1,562,952
<b>Contract Billing</b>	<b>99,684</b>	<b>52,020</b>	<b>191.6%</b>	<b>(47,664)</b>
Interest Income	7,451	100,000	7.5%	92,549
<b>Fixed Asset Disposal</b>	<b>10,801</b>	<b>60,000</b>	<b>18.0%</b>	<b>49,199</b>
Miscellaneous	5,513	50,000	11.0%	44,487
<b>Subtotal Revenue</b>	<b>2,598,179</b>	<b>10,160,939</b>	<b>25.6%</b>	<b>7,562,760</b>
<b>Estimate Ending Balance</b>	<b>313,791</b>	<b>198,279</b>		
<b>Designated Reserves POLICY FY 24 (July 2023 - June 2024)</b>				
Bond Reserve	0			
Public Health Emergency	2,500,000			
Capital Improvement	5,000,000			
Emergency Reconstruction Response	500,000			
Operations	4,981,330			
Vehicle & Equipment Replacement	250,000			
IT Equipment Replacement	250,000			
<b>Total Designated Reserves</b>	<b>13,481,330</b>			

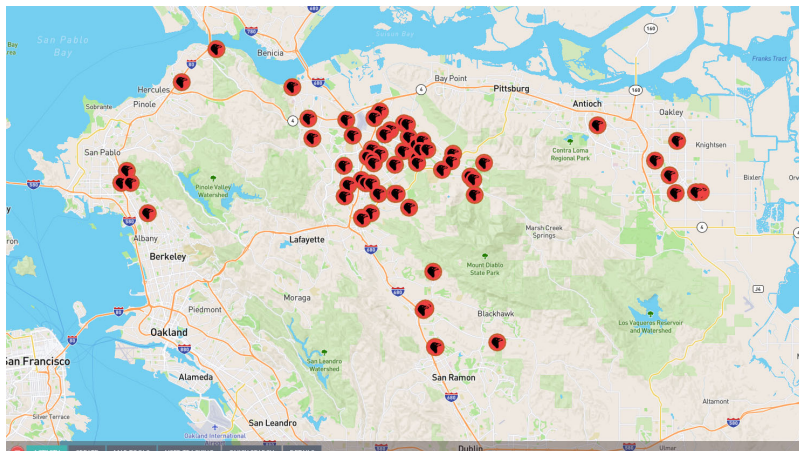
# October 2023 Mosquito and Arbovirus Surveillance Report/Season Summary

Updated November 1<sup>st</sup> by Steve Schutz, Ph.D., Scientific Programs Manager

**Human cases:** As of October 31<sup>st</sup>, 286 human cases of West Nile virus and 10 fatalities had been reported statewide. Seven confirmed cases have been reported in Contra Costa County, including an asymptomatic positive blood donor from Lafayette. Eight human cases of SLE were reported statewide, in Stanislaus (2), Fresno (2), Kern (2), Yolo (1) and Marin (1) Counties.

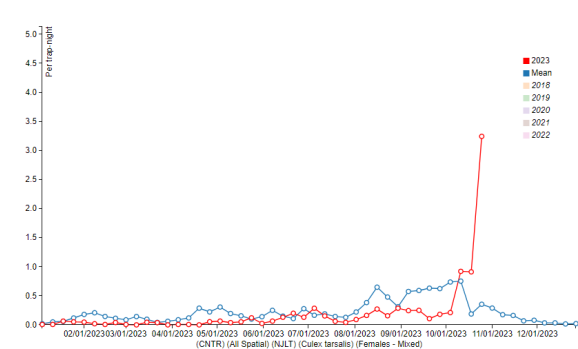
**Horses:** 30 equine cases of WNV have been reported statewide, none in Contra Costa County. An effective vaccine is available for horses; most affected horses are unvaccinated or not fully vaccinated.

**Dead birds:** 530 dead birds have been reported to the Call Center by Contra Costa County residents so far this year, 130 birds were submitted for testing, 94 were WNV-positive (72%), with clusters of reports in Concord (33), Walnut Creek (15) and Brentwood (7). This matches the highest number of positive birds we have previously recorded (2005). Relatively few WNV positive birds were reported from East County this year, which is unusual.

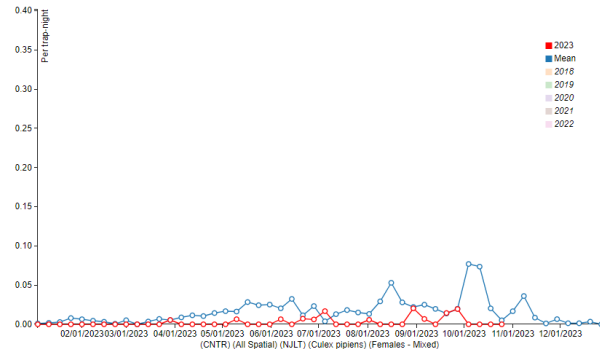


Contra Costa County	
Alamo	1
Antioch	3
Brentwood	7
Clayton	4
Clyde	1
Concord	33
Crockett	2
Danville	8
El Cerrito	1
Kensington	1
Martinez	6
Oakley	1
Pacheco	1
Pittsburg	1
Pleasant Hill	4
Richmond	2
Rodeo	1
San Ramon	2
Walnut Creek	15
<b>Total Positives for Contra Costa County:</b>	<b>94</b>

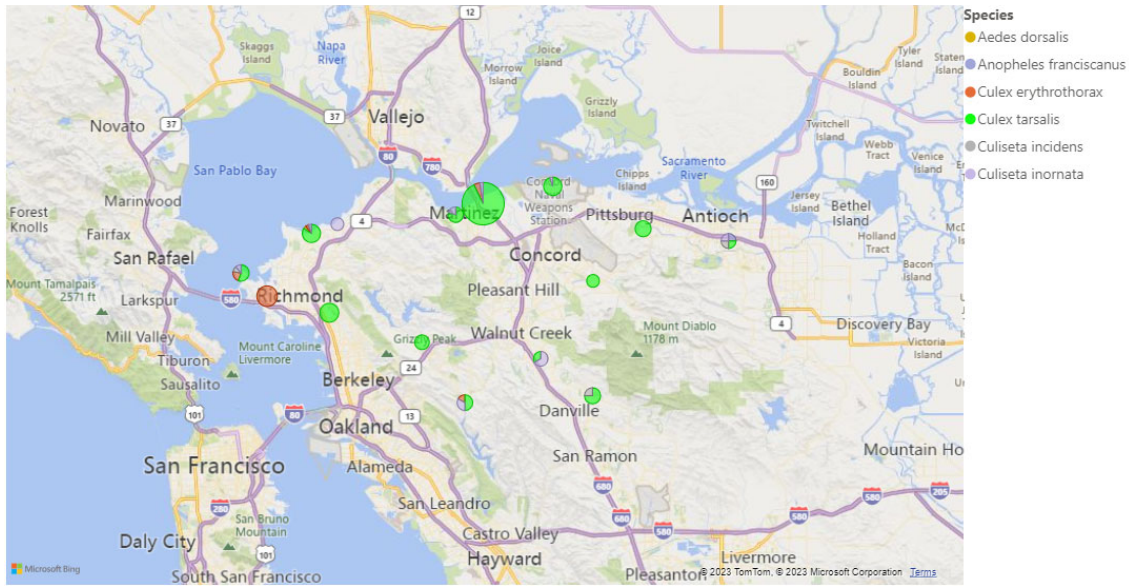
**Light trap counts:** Twenty-three traps are currently being operated daily year-round and collected weekly by field technicians. *Culex tarsalis* counts are currently well above average due to high counts in the Waterfront area, and *Cx. pipiens* counts are below average countywide.



*Culex tarsalis* counts (red) vs. 5 year average (blue)

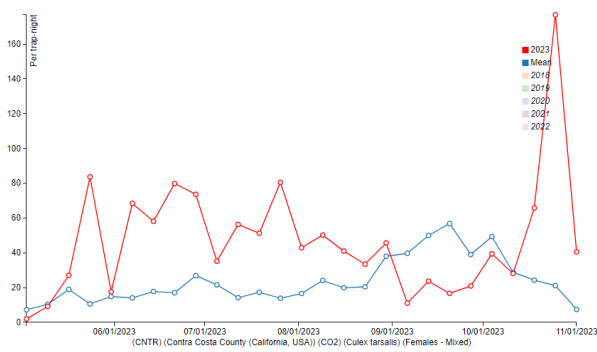


*Culex pipiens* counts (red) vs. 5 year average (blue)

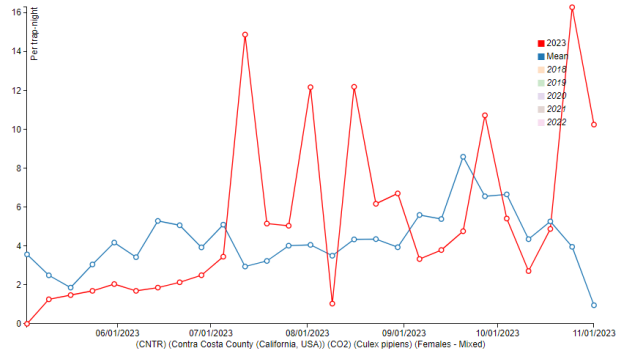


Map showing light trap locations and relative average species counts from October 1-31<sup>st</sup>

**CO<sub>2</sub> traps:** Currently, *Culex tarsalis* and *Culex pipiens* counts are currently above average but decreasing countywide. Weekly trapping has been discontinued for winter and will be resumed in spring 2024.

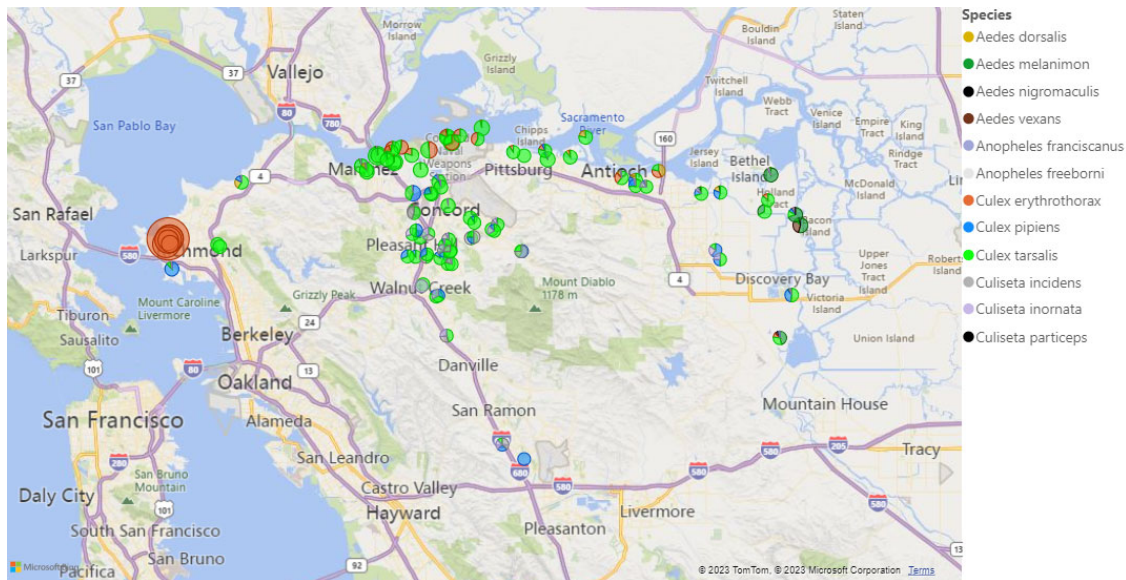


*Culex tarsalis* counts (red) vs. 5 year average (blue)



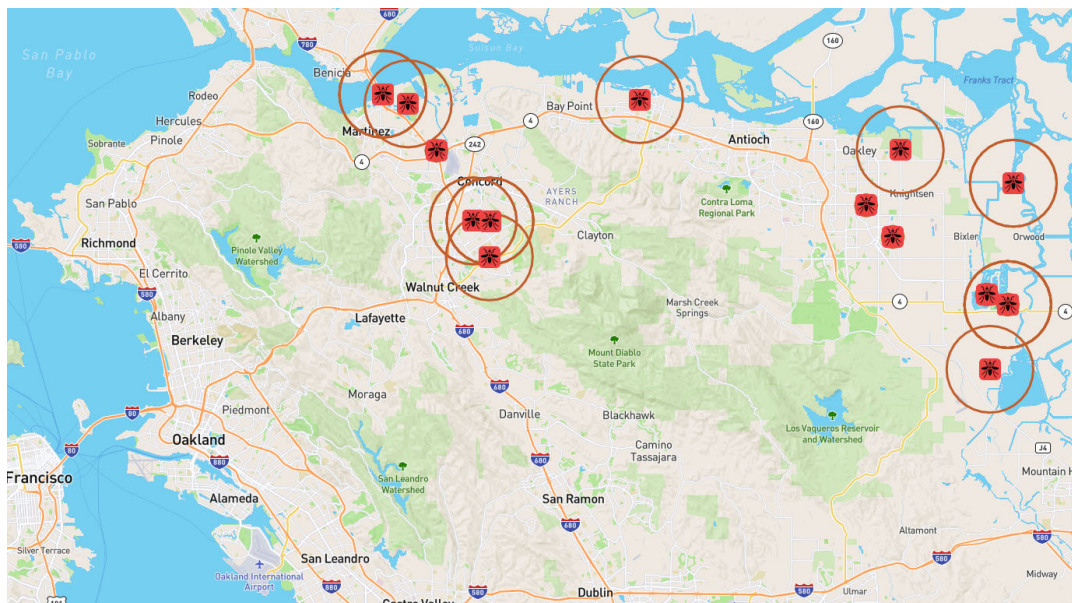
*Culex pipiens* counts (red) vs. 5 year average





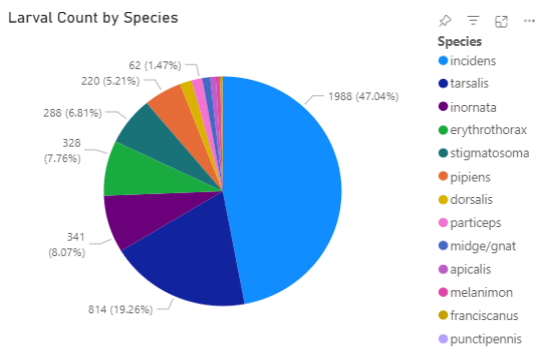
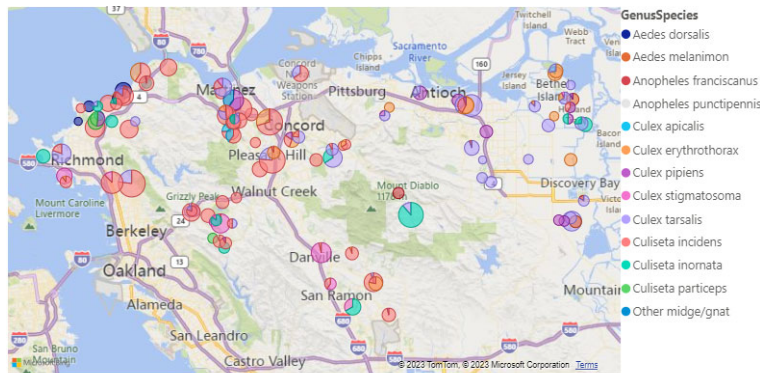
Map showing CO<sub>2</sub> trap locations and relative average species counts from October 1-31<sup>st</sup> (note: ‘random’ traps set at the Richmond Chevron refinery and at multiple WNV-positive bird and human case sites are included)

**Mosquito testing:** 716 pooled samples (20,866 mosquitoes) have been tested through October 31<sup>st</sup>; 25 have tested positive for WNV (20 *Cx. tarsalis*, 5 *Cx. pipiens*). Final samples for the season were submitted on November 1<sup>st</sup>.



Locations of WNV positive mosquito samples.

**Larval samples:** Lab staff continues to process larval samples collected by field employees daily, year-round. *Culiseta incidens* and *Culex tarsalis* were the most abundant species in larval samples in October.



*Larval samples, October 1-31st 2023.*

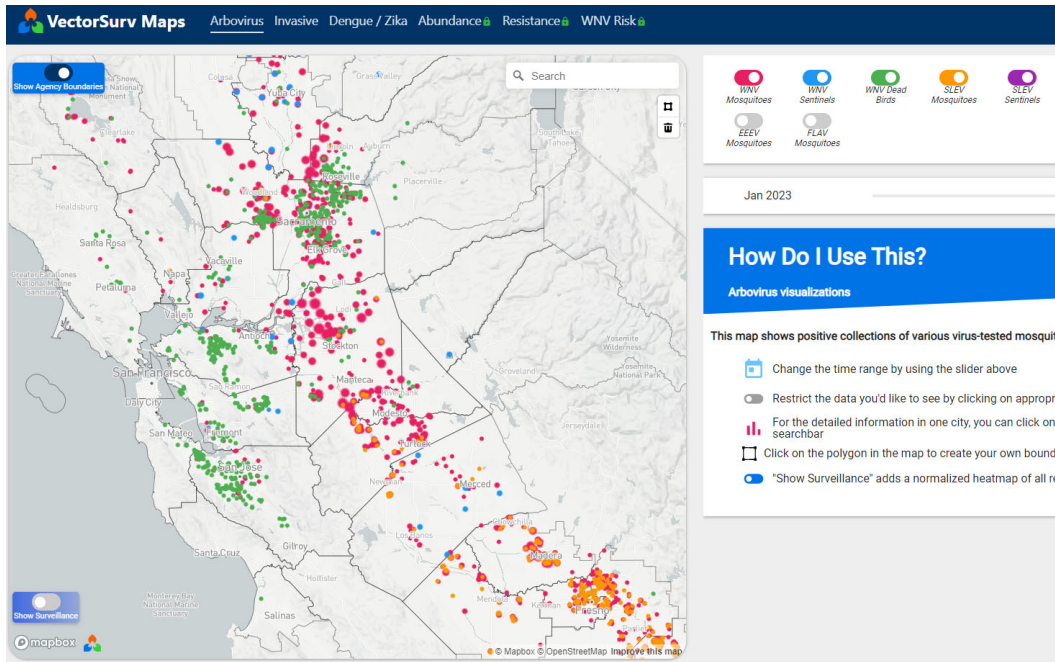
**Invasive Aedes surveillance:** We conducted weekly surveillance trapping for *Aedes aegypti* in the area of Martinez where we found them last year throughout the season until early September; none were collected.

**Sentinel chickens:** Through October 31<sup>st</sup>, 11 sentinel chickens in 3 of our flocks (5 in Oakley, 4 in Knightsen, 2 in Martinez) tested seropositive for WNV. Sentinel flocks have been discontinued for the winter and will be replaced next year.

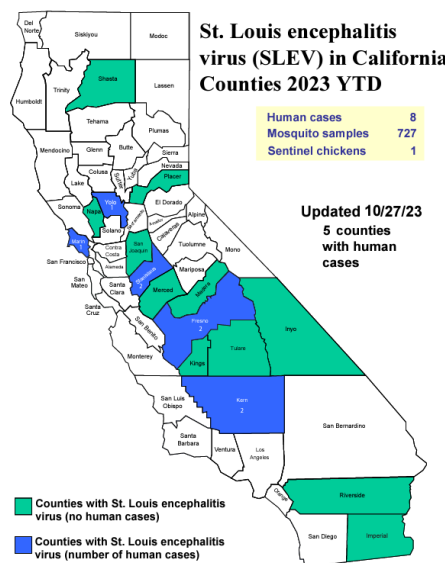
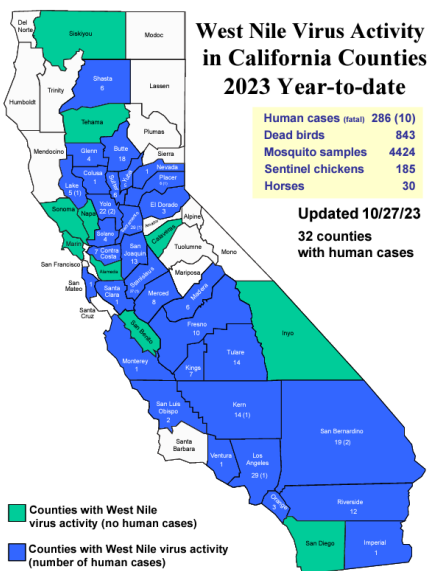
**Other projects:** A field trial of Natular G30 for control of salt marsh *Aedes dorsalis* was conducted in cooperation with Clarke. Results will be presented at the 2024 MVCAC Annual conference in Monterey. We assisted personnel from CDPH with an investigation of a human case of Rocky Mountain spotted fever to determine whether the patient might have been exposed in Contra Costa County by collecting *Dermacentor* ticks at several golf courses the patient may have visited, and worked with CDPH personnel to conduct resistance testing of local mosquitoes to several active ingredients (potential resistance was found to permethrin and malathion). We are also collecting midges from our light traps for a researcher in southern California.

**Weather conditions:** Current average overnight low temperatures are below the 55 degree incubation threshold for West Nile virus transmission. Rainfall was well above average for the year.

**Regional:** WNV activity was above average statewide this year and especially intense in the Central Valley, spilling over into the Coastal Region after mid-season.



**Statewide:** WNV activity has been reported in 42 counties (286 human cases, 10 fatalities) and St Louis Encephalitis virus activity has been reported in 15 counties, with 8 human cases reported.



## October 2023 Operations Report

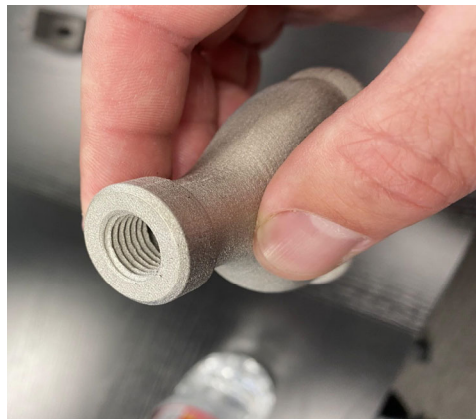
Prepared on November 3<sup>rd</sup>, 2023 by David Wexler, Operations Manager, and Terry Davis, Program Supervisor

### General:

Higher than average temperatures have extended our mosquito season, and we are experiencing high mosquito counts in some areas, mostly due to flooding for duck season in Contra Costa County and neighboring counties.

Yellowjacket calls comprised 47% of the service requests received for the month. As the temperatures cool down, we expect the rat and mouse service requests to surge with this year's well above average rainfall providing additional resources to support a larger rodent population and cooler temperatures pushing them indoors. Our staff are experiencing mice in their own homes catching 20+ in some cases.

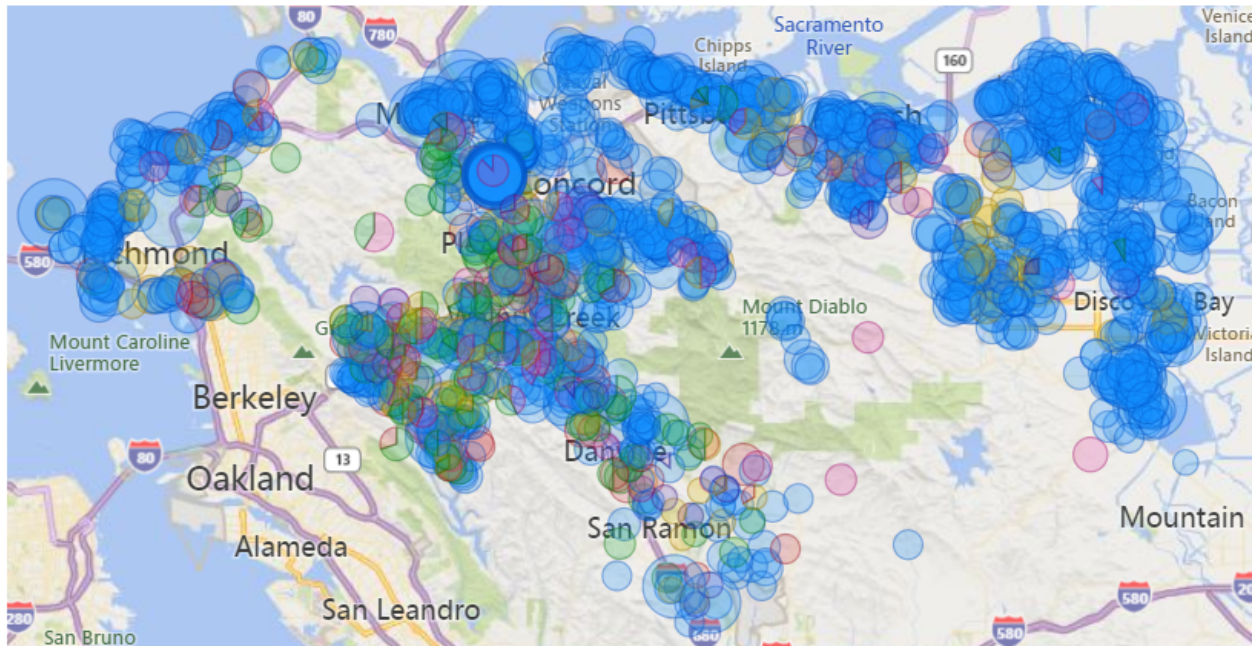
During the fall meeting of the Mosquito and Vector Control Association of California (MVCAC), Operations Manager Wexler was able to participate in a tour of Matter Hatters 3D printing facility in Irvine. It was a great opportunity to see how 3D printing can be incorporated into our District, and all the possibilities, including 3D printing of metal, and pieces that have internal threads or even interlocking pieces like chain mail or mesh.



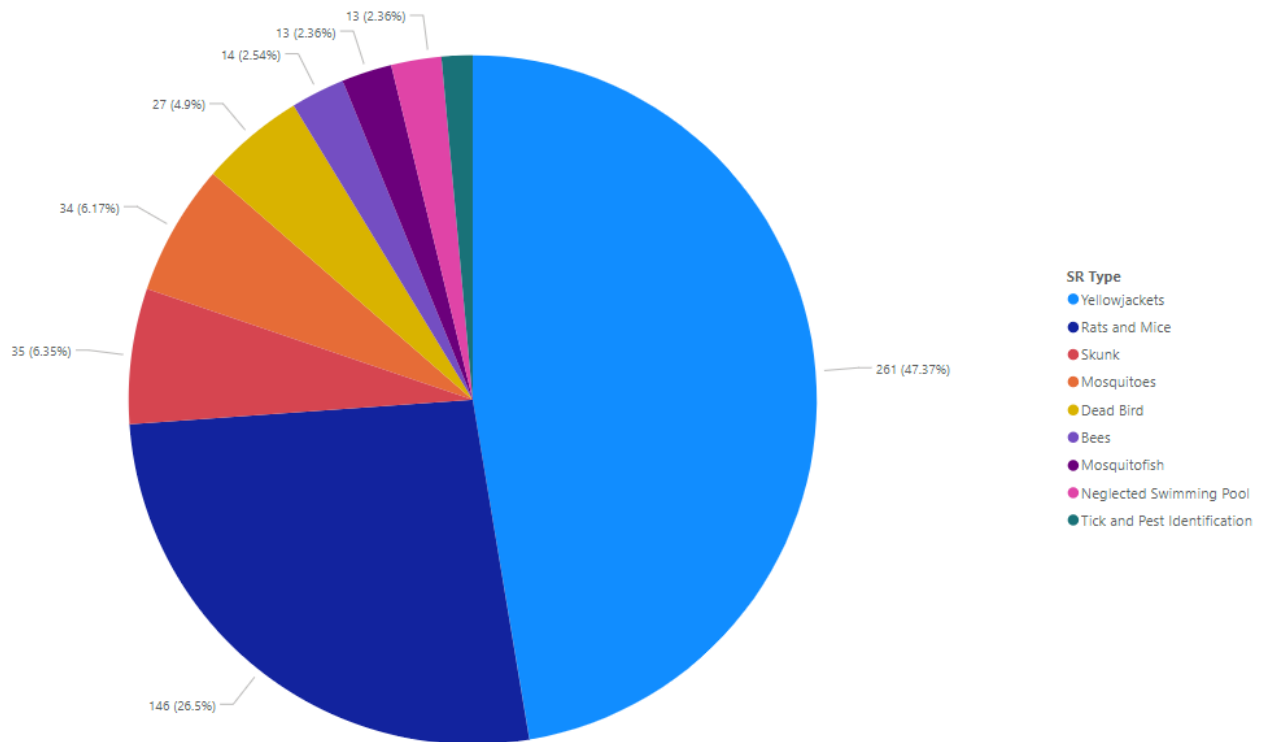
We have begun using our 3D printer in-house and we have printed two mosquito dipper cups, each of different plastic, to evaluate their strength/durability in order to find the best balance for how we are spending resources. When 3D printing there are many factors when deciding which type of machine to use, material, time to complete (10 hours for a dipper cup), detail, and

strength. Currently to purchase a dipper cup from a vendor it is \$20, rough estimates for being able to print our own are around \$5 dollars (material, electricity).

**Program** ● (Blank) ● Bees ● Dead Bird ● Mosquitoes ● Mosquitofish ● Neglected Swimming Pool ● Rats and M



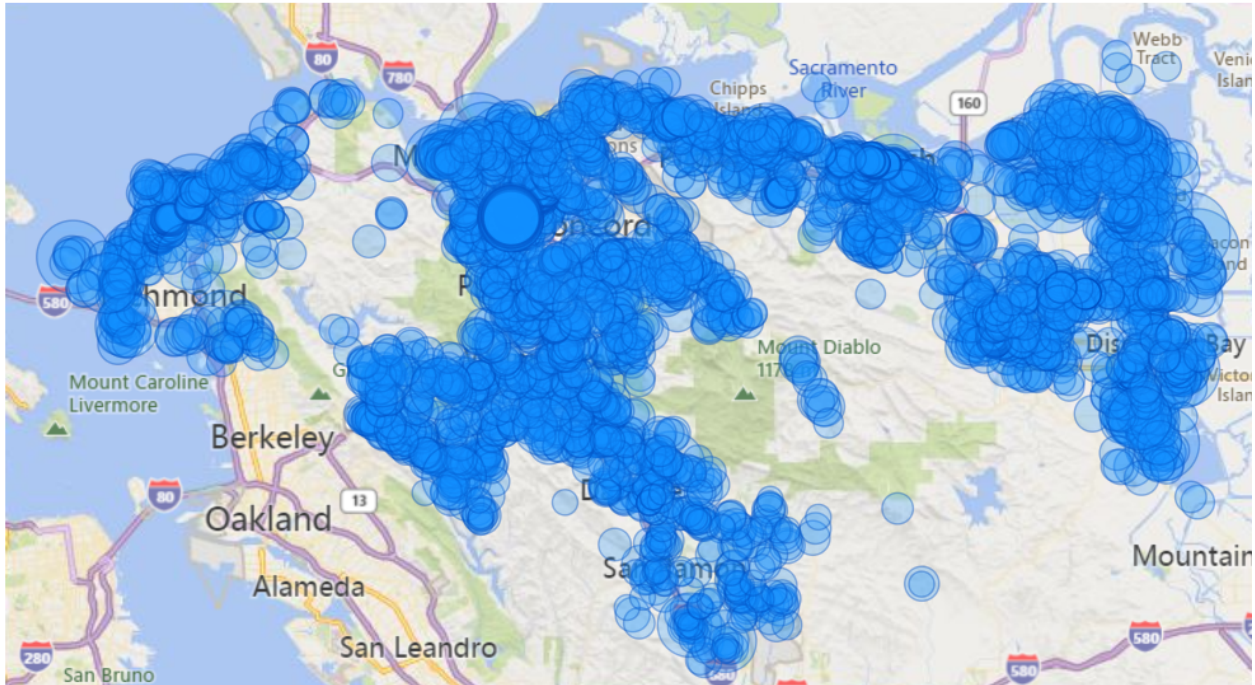
### Service Requests



## Mosquitoes:

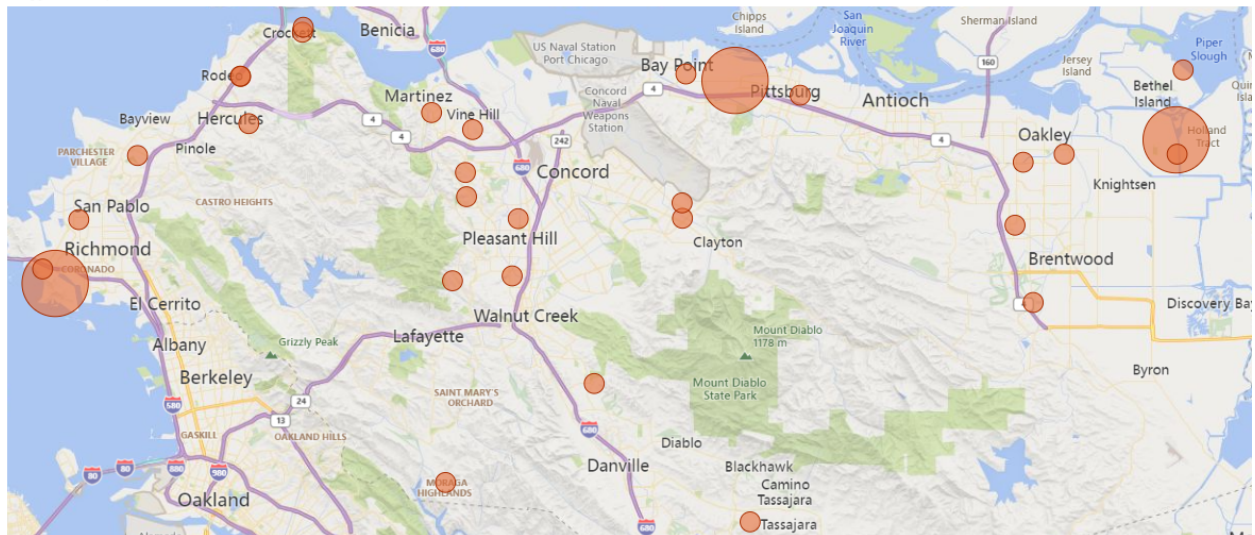
Mosquito Program Actions:

Program ● Mosquitoes



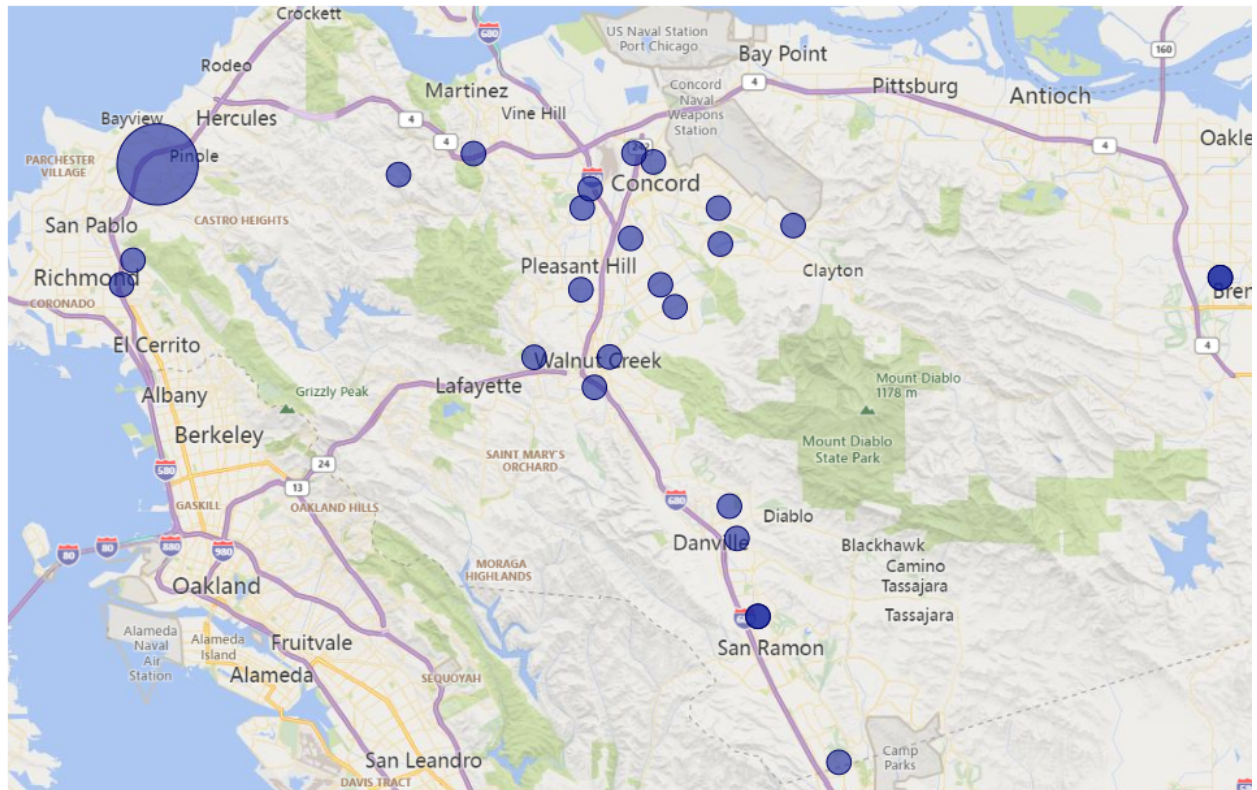
Mosquito Service Requests: The District received 34 mosquito service requests

SRTType ● Mosquitoes



**Dead Birds:** The District received 27 dead bird service requests, for comparison last year this time we had 1 dead bird service request.

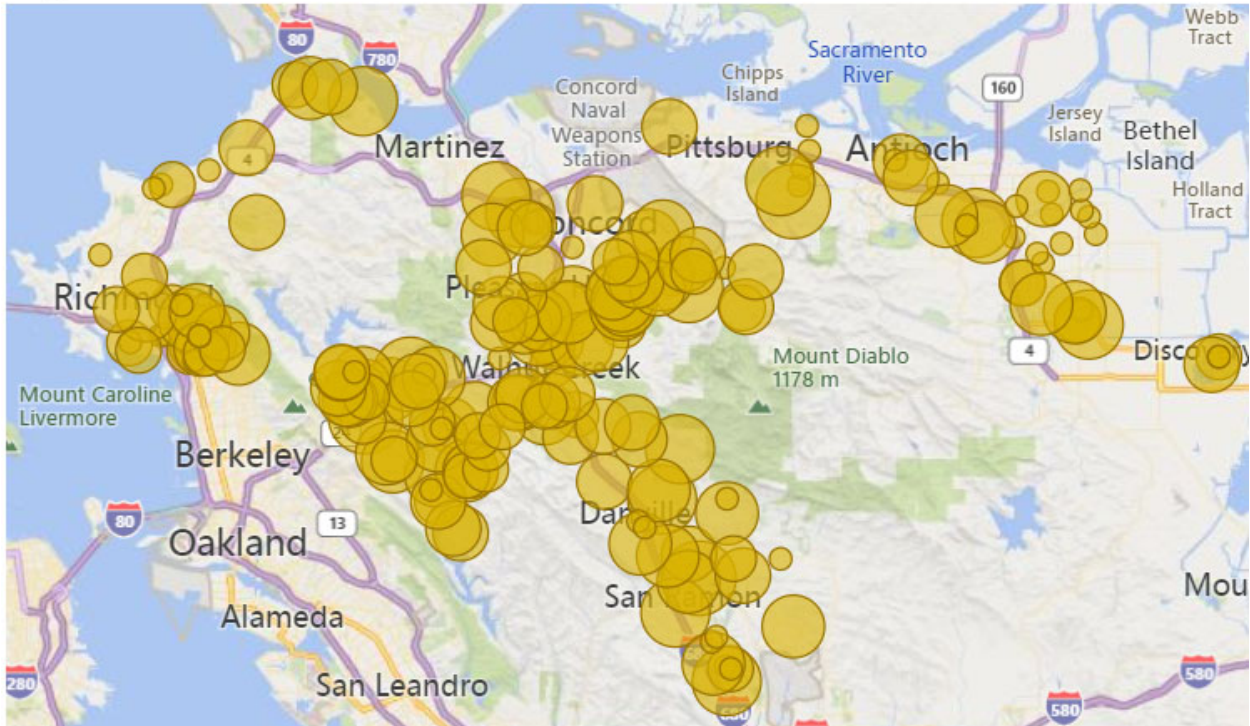
SRTYPE ● Dead Bird



## Rodents:

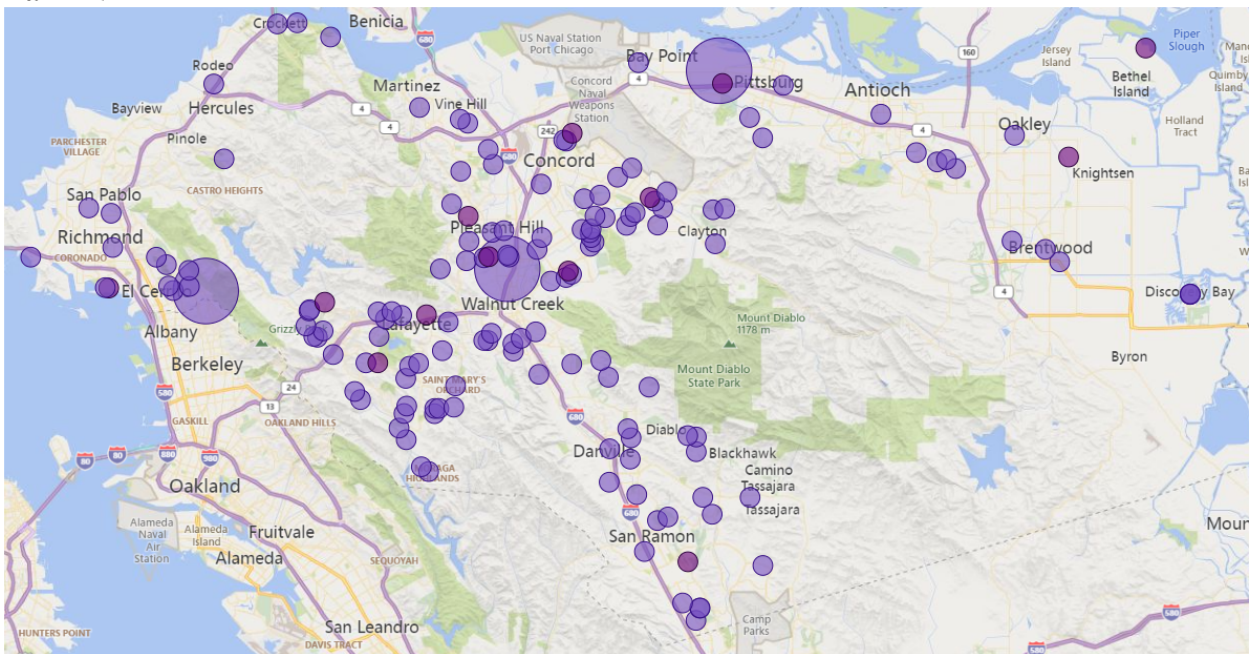
Rodent Program Actions:

Program ● Rats and Mice



Rodent Service Requests: The District received 146 requests for service for rats and mice.

SRTType ● Mosquitofish ● Rats and Mice

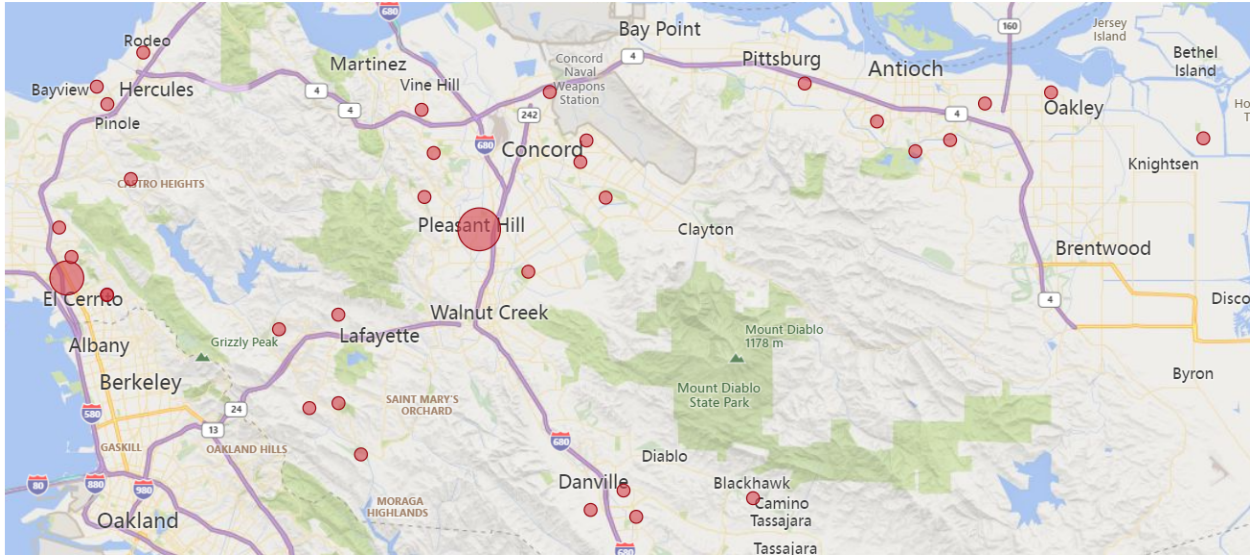




# Skunks:

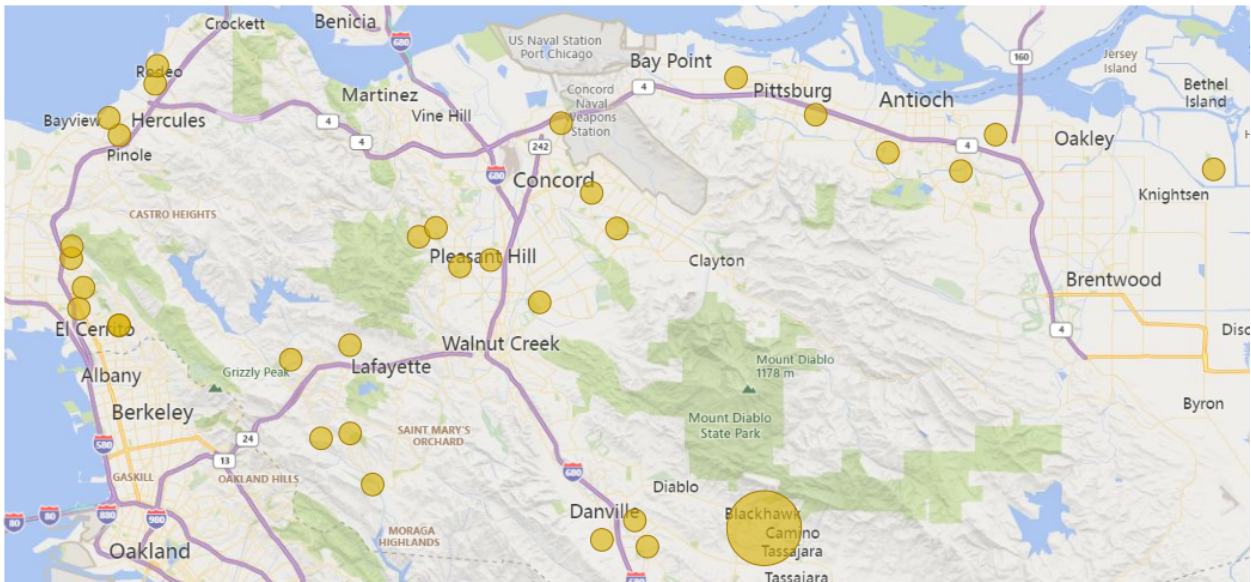
## Skunk Program Actions:

Program ● Skunk



Skunk Service Requests: The District received 35 service requests for skunks.

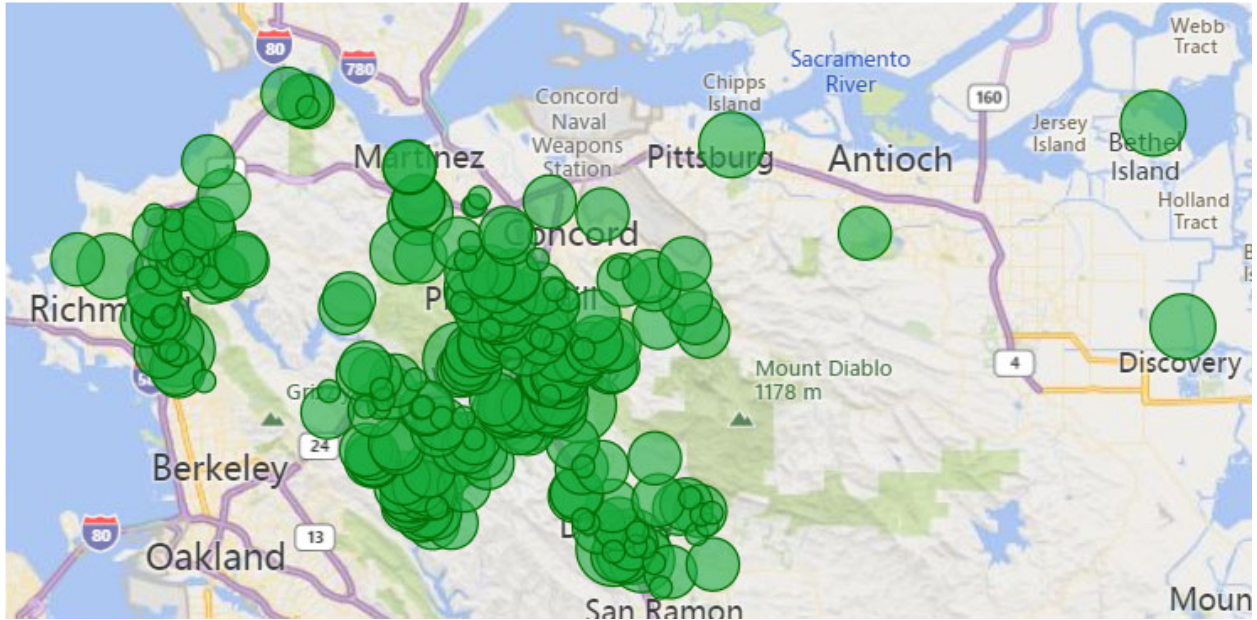
SRTYPE ● Skunk



## Yellowjackets:

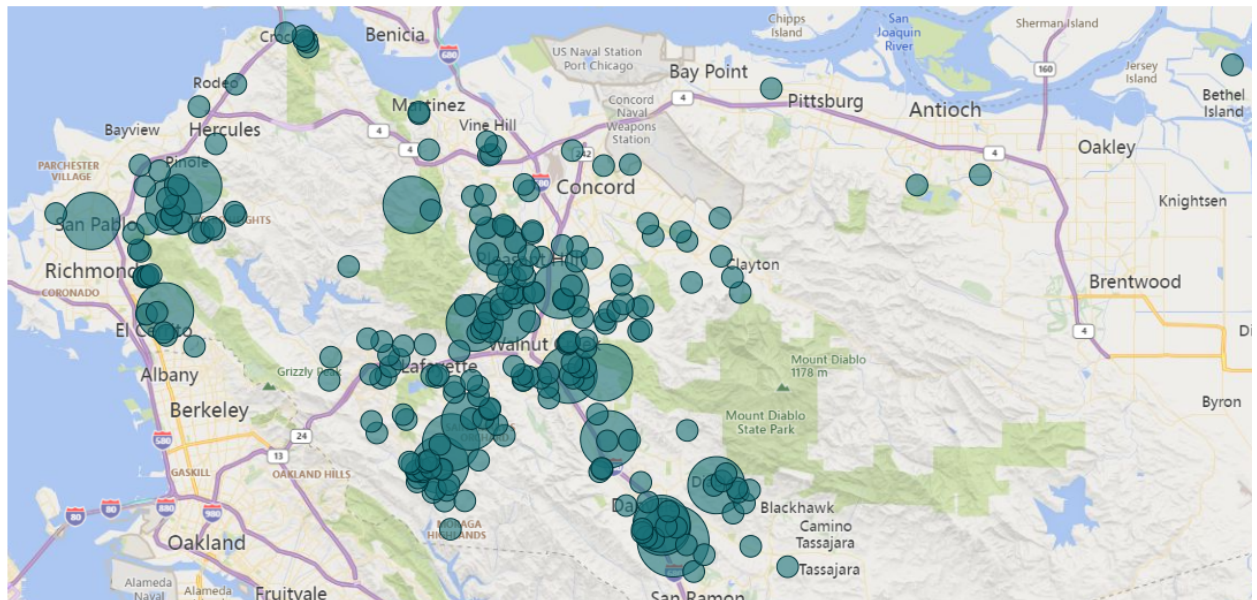
Yellowjacket Actions:

Program ● Yellowjackets



Yellowjacket Service Requests: The District received 265 requests with 201 requiring treatment.

SRType ● Yellowjackets



## October 2023 Public Affairs Report

Prepared October 31, 2023, by Nola Woods, Public Affairs Director

### Presentations & Events

- In October 2023, Public Affairs Department staff worked one event as the West Nile virus season finally appeared to come to an end for the year.
- Public Affairs Department staff participated in the Concord Health Fair Expo where staff members spoke to community members about the District's services and programs.

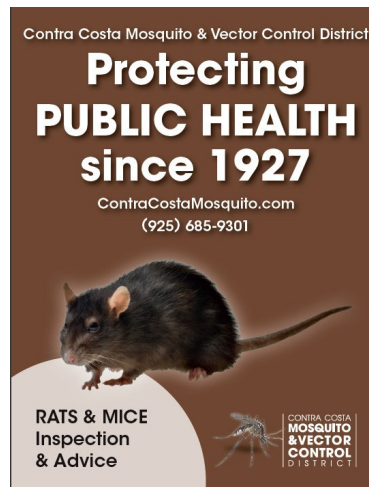
### News Coverage

- The Public Affairs Department did not issue any news releases in October 2023, thus did not receive news coverage.

### Advertising

As of October 2023:

- The District's advertising formats are in full swing, and featuring the District's yellowjacket messaging online and in East Contra Costa County publications, while rat and mouse messaging is featured in advertising in Central and West Contra Costa County publications.



- Online advertising appears on websites within Contra Costa County year-round
- The Brentwood Press is a physical publication that reaches Brentwood, Discovery Bay, Oakley, and Antioch
- Your Town Monthly is available both in a physical publication and online option that reaches the 680-corridor including Danville, Alamo, Blackhawk, and San Ramon

- Contra Costa Marketplace is available both in a physical publication and online option that reaches Hercules, Rodeo, Pinole, El Sobrante, San Pablo, El Cerrito, and Richmond

## Social Media

The District uses a combination of Twitter, Nextdoor, Facebook, and Instagram to conduct District outreach on social media.

## Twitter (X) Activity — Account @CCMosquito Yearly Comparisons

October 2023 Twitter/X Activity	October 2022 Twitter/X Activity
1433 Followers	1428 Followers
11 Tweets	8 Tweets
1316 Impressions	1975 Impressions
8 Likes	7 Likes
4 Link Clicks	0 Link Clicks
0 Profile Clicks	0 Profile Clicks
0 Media Views	0 Media Views
0 Replies	0 Replies
20 Media Engagements	32 Media Engagements
5 Detail Expands	10 Detail Expands
1 Retweets	6 Retweets
2 Profile Visits	2 Profile Visits
0 Mentions	0 Mentions
2 Followers	1 Followers

## Most Popular @ccmosquito Tweet — October 13, 2023

874 Impressions  
1 Like  
1 Retweet  
1 Profile Visit  
3 Media Engagement



## Nextdoor Activity Contra Costa Mosquito and Vector Control District - Local Agency

Overall, as of October 31, 2023, there are:

- 557,574 members

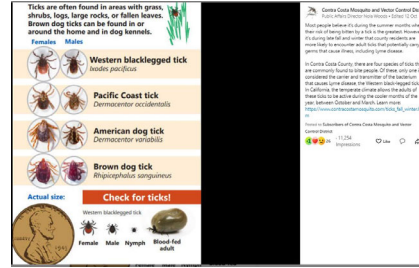
- 300,629 claimed household
- 1009 neighborhoods

**The District's Nextdoor Activity October 2023**

- 11 Posts
- 141 Reactions
- 84,332 Impressions

**Most Popular Nextdoor Post — October 12, 2023**

- 26 Reactions
- 11,254 Impressions



**Facebook Activity — Account @CCMosquito  
Yearly Comparisons**

**October 2023 Facebook Activity**

- 35 Followers
- 11 Posts
- 13 Likes
- 0 Love
- 1 Sad
- 564 Post Reach
- 587 Post Impressions
- 9 Share
- 16 Other Clicks
- 1 Comment
- 11 Link Clicks
- 50 Post Engagement
- 19 3-Second Video View

**October 2022 Facebook Activity**

(Facebook no longer allows Insights to determine the past # of followers)

- 7 Posts
- 0 Likes
- 0 Loves
- 0 Wow
- 144 Post Reach
- 227 Post Impressions
- 1 Shares
- 2 Other Clicks
- 0 Link Click
- 6 Post Engagements
- 0 3-Second Video Views

**Most Popular @ccmosquito Facebook Post — October 9, 2023**

- 248 Impressions
- 242 Post Reach
- 3 Likes
- 2 Shares
- 6 Link Clicks
- 5 Other Clicks



## Instagram Activity — Account @contracostamosquito

### October 2023 Instagram Activity

91 Followers  
10 Posts  
19 Likes  
127 Post Reach  
1 Share

### Most Popular @contracostamosquito Instagram Post — October 20, 2023

43 Reach  
6 Like  
1 Share



## Publications

- **Total Constant Contact Subscribers**

- Constant Contact is how the District distributes Mosquito Bytes newsletters, Employee Newsletters, Adult Mosquito Control Notifications, and News Releases.
  - October 31, 2023
    - 3005 Subscribers
  - October 2022
    - 2891 Subscribers

**October, 26 2023, Mosquito Bytes Newsletter** provides Contra Costa County residents with information on the District's Rat and Mouse Service, including what residents can do to reduce the risk of rats and mice, and what the District provides.

- 1535 Sent
- 52% Opened
- 1.3% Click Rate
- 95.2% Desktop Opens
- 4.8% Mobile Opens



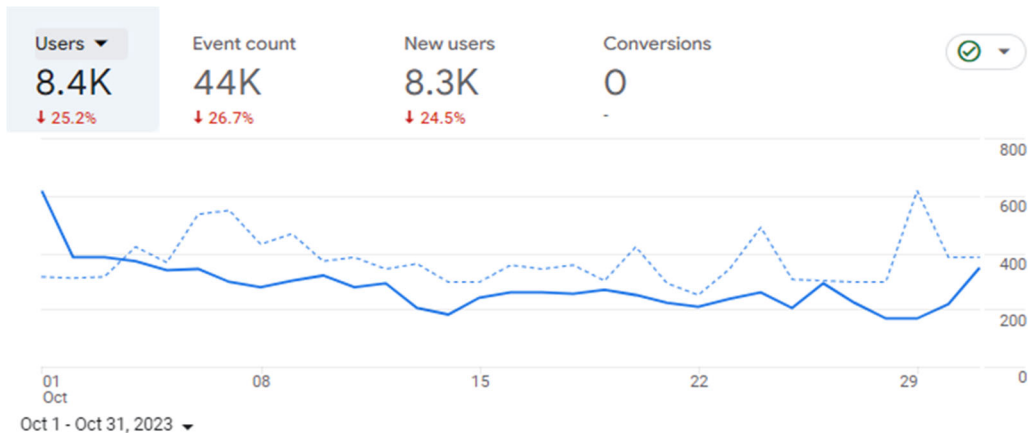
## Website Statistics

- **Website Terminology**

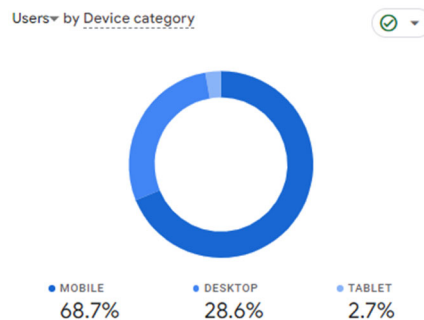
### Terms - Website Statistics

- **Users:** Person visiting the website
- **New Users:** New person who, according the website data, has never visited the website before
- **Sessions:** A group of user interactions with the website that take place within a given time frame.
- **Number of Sessions per User:** The total number of sessions divided by the total number of users.
- **Pageviews:** An instance of a page being loaded (or reloaded) in a browser. Pageviews is a metric defined as the total number of pages viewed.
- **Pages/Sessions:** Average of individual pages visited and individual sessions per user.
- **Avg. Session Duration:** Average length of each session
- **Bounce Rate:** Single-page sessions divided by all sessions, or the percentage of all sessions on the website in which users viewed only a single page.

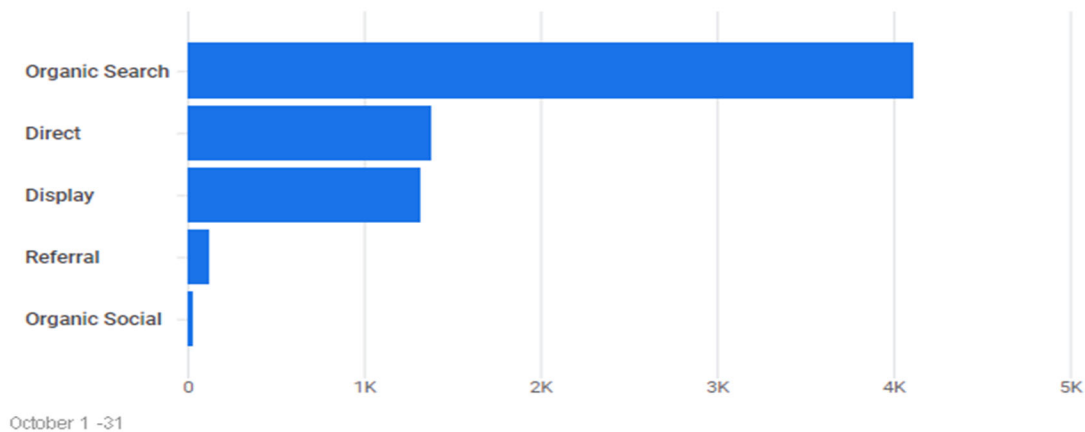
- **Overview of Website Usage October 1-31, 2023**



- **Device Preference October 1-31, 2023 (On what device do people visit)**



- **How Visitors Arrive at the District’s Website - October 1-31, 2023**



### Customer Service Program

- **Physical survey cards**
  - Up to 30 are sent out each week, year-round to county residents at random
  - The postage-paid cards are sent two weeks after the initial service request
- **“Contact Us” form via the District website**
  - Residents can provide questions, comments, and concerns at any time via [the District website](#).
    - Messages are received in real time.
  - The Public Affairs staff review all incoming online comments from residents and respond as deemed appropriate.
- **Examples of October 2023 Online “Contact Us” submitted comments**
  - Inquiry re: gopher and ground squirrel issue
  - Inquiry re: YJ ground nests at multiple sites at schools in Walnut Creek
  - Inquiry re: Termite swarms
  - Inquiry re: Rat exclusion questions
  - Inquiry re: Pigeons
- **Examples of October 2023 Survey Card Responses:**

“The technician did much more than I expected.”

“They came out the day I called for service and took care of the problem. Your service is great. I don’t think it could have been any better.”

“I would have appreciated comments for a professional cleaning service to help with the cleanup.”



“I was really hoping the technician could do an interior rodent inspection but I understand why.”

“The technician spent 45 minutes and was patient - he showed us all of the potential rodent entry points.”

# **AGREEMENT**

**between**

**Contra Costa Mosquito and Vector Control District**

**and**

**Capital Program Management, Inc.**

**for**

**Project and Construction Management Services**

## **DOCUMENTS BOUND HEREWITH**

**Agreement Form**

**Exhibit A: Fee Summary and Schedule of Rates for Personnel Costs**

**Exhibit B: Allowable Reimbursable Expenses**

**Exhibit C: Project/Construction Manager's Basic Services**

**Contra Costa Mosquito and Vector Control District  
Agreement for Project and Construction Management Services**

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## **Contra Costa Mosquito and Vector Control District Agreement for Project and Construction Management Services**

THIS AGREEMENT, made on November 13, 2023 by and between Contra Costa Mosquito and Vector Control District, Contra Costa County, California, hereinafter called the Owner, and Capital Program Management, Inc., hereinafter called the Project/Construction Manager or the PM/CM.

The Owner desires to retain the PM/CM to provide Project and Construction Management Services in connection with the Office building, Shop and Parking Garage Project.

### **ARTICLE 1: DEFINITIONS**

**OWNER (Owner):** The Contra Costa Mosquito and Vector Control District

**DESIGN PROFESSIONAL (A-E):** The organization or individual providing those professional design services associated with construction, alteration, or repair of real property.

**PROJECT/CONSTRUCTION MANAGER (PM/CM):** Capital Program Management, Inc., the agent appointed by the Owner as the Owner's representative to provide Project and Construction Management Services in connection with the Office Building, Shop and Parking Structure Project.

**PROJECT BUDGET:** The total available funding as set forth by the Owner for the Project. It is the intent of the Owner that the Project Budget include all costs for design, engineering, construction, inspection, technical consultants, surveys, testing, project management, project contingencies, and such administrative costs of the Owner as shall be deemed appropriate.

**PROJECT:** Office building, Shop and Parking Garage Project at 155 Mason Circle, Concord, CA 94520 to include oversight and management of the demolition of existing structures, remodeling and modernization of the current District building, shop, construction of a new enclosed parking structure, and associated site work.

### **ARTICLE 2: RELATIONSHIP OF THE PARTIES**

A. **Owner and Project/Construction Manager (PM/CM):** The PM/CM shall be the Owner's agent in providing the Project/Construction Manager's Services (Services) described in Article 3 of this Agreement. The PM/CM and the Owner shall perform as stated in this Agreement.

B. **Owner and Design Professional:** The Owner shall enter into a separate agreement with one or more Design Professionals to provide architectural and engineering design for the projects.

C. Owner and Contractors: The Owner shall enter into separate contract with one or more Contractors for construction of the projects.

D. Relationship of the PM/CM to Other Project Participants: In providing the PM/CM's Services described in this Agreement, the PM/CM shall endeavor to maintain a working relationship with the Contractors and Design Professionals on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the PM/CM assumes any of the responsibilities or duties of the Contractors or the Design Professional. The Contractors are solely responsible for construction means, methods, sequence and procedures used in the construction of the Project and for the safety of their personnel and operations and for performing in accordance with the Contractor's contract with the Owner. The Design Professionals are solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the Owner. There are no third party beneficiaries of this Agreement and no one except the parties to this Agreement may seek to enforce its terms.

E. The PM/CM affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of the PM/CM and performance of its Services under this Agreement. In the event of change in either interests or Services under this Agreement, the PM/CM affirms that it will raise with the Owner any question regarding possible conflict of interest which may arise as a result of such change.

F. At its sole cost and expense, the PM/CM shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on its operations in performing its work, including those relating to safety, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to the PM/CM's employees. Upon Owner's request, the PM/CM shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been fulfilled.

### **ARTICLE 3: PROJECT/CONSTRUCTION MANAGER'S BASIC SERVICES**

Project/Construction Manager's Basic Services are described in Exhibit "C".

#### **ARTICLE 4: DURATION OF THE PROJECT/CONSTRUCTION MANAGER'S SERVICES**

- A. The duration of the PM/CM's Basic Services under this Agreement shall be from November 14, 2023 through April 30, 2026.
- B. Extensions to the duration of the PM/CM's Basic Services shall be made by a written Amendment to this Agreement executed by the Owner and the PM/CM.

#### **ARTICLE 5: CHANGES IN THE PROJECT/CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION**

- A. The Owner and the PM/CM may make changes in the PM/CM's Basic Services specified in Article 3 and Exhibit "C" of this Agreement. The PM/CM shall promptly notify the Owner of changes that increase or decrease the PM/CM's compensation or the duration of the PM/CM's Basic Services or both.
- B. Additional Compensation and Changes in Duration: The PM/CM shall be entitled to receive additional compensation when the scope or duration of the PM/CM's Basic Services is increased or extended through no fault of the PM/CM. The PM/CM shall proceed to perform the services required by amendment only after receiving written notice from the Owner directing the PM/CM to proceed.
- C. Changes in the PM/CM's Basic Services: Changes in the PM/CM's Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the PM/CM within thirty (30) days of the occurrence of the event giving rise to such request. The Amendment shall be executed promptly by the Owner and the PM/CM. The PM/CM shall proceed to perform the Services required by the Amendment only after receiving written notice from Owner directing the PM/CM to proceed.
- D. Payment of Additional Compensation: The PM/CM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Agreement

#### **ARTICLE 6: OWNER'S RESPONSIBILITIES**

- A. The Owner shall provide to the PM/CM complete information regarding the Owner's requirements for the Project.
- B. The Owner shall examine information submitted by the PM/CM and shall render decisions pertaining thereto promptly.

C. The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Project.

D. The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the PM/CM, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the Project.

E. The Owner shall retain Design Professionals whose services, duties and responsibilities shall be described in a written agreement between the Owner and Design Professional. The services, duties and responsibilities set out in the agreement between the Owner and the Design Professional shall be compatible and consistent with this Agreement and the Contract Documents.

F. The PM/CM shall be given written notice of changes to the terms and conditions of the agreement between the Owner and Design Professionals. The Owner shall furnish to the PM/CM a copy of the Owner-Design Professional Agreement, along with any amendments.

G. The Owner shall cause any and all agreements between the Owner and the Contractor(s) to be compatible and consistent with this Agreement. Each of the agreements shall include waiver of subrogation and shall expressly recognize the PM/CM as the Owner's agent in providing the Project/Construction Manager's Basic and Additional Services specified in this Agreement.

H. At the request of the PM/CM, sufficient copies of the Contract Documents shall be furnished to the PM/CM to permit the timely performance of Services, by the Owner at the Owner's expense.

I. The Owner shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

J. The Owner shall designate an officer, employee or other authorized representatives to act in the Owner's behalf with respect to the Project. The Owner's representative for the Project is General Manager Paula Macedo. This representative shall have the authority to authorize PM/CM to incur fees in excess of its estimate for basic services specified in Article 7A and approve changes in the scope of the Project. Owner's Representative shall be available as often as may be required to render decisions and to furnish information in a timely manner. By executing this Agreement, Owner represents that it has taken any necessary action of its governing Board to delegate the authority required by this Agreement to Owner's Representative.

## **ARTICLE 7: COMPENSATION AND PAYMENT**

A. Compensation for Basic Services: The Owner shall compensate the PM/CM for hours actually spent in performing the Basic Services described in Article 3 at the rates established in Exhibit "A" for an estimated fee budget of FOUR HUNDRED TWENTY-NINE THOUSAND NINE

HUNDRED SIXTY DOLLARS (\$429,960) inclusive of reimbursables, within timeframes established in Article 4 as follows:

1. A fee currently estimated to be FOUR HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY DOLLARS (\$428,960) to be paid as provided in subpart 7B, below. This total is only an estimate and shall not limit the total to be paid, provided PM/CM has complied with the requirements of this Agreement with respect to services that may cause this amount to be exceeded. To the extent this amount may be exceeded, the additional amount will be paid for as provided elsewhere in this Agreement.

2. In addition to the aforementioned fee, a reasonable expense allowance shall be provided in the amount of ONE THOUSAND DOLLARS (\$1,000). Allowable reimbursable expenses are indicated in Exhibit "B".

B. Payment: Payment to be made by the Owner to the PM/CM for the cost of providing Services will be based on monthly invoices, which will set forth the hours actually worked during the billing period. The billing rates indicated in Exhibit "A" will be multiplied by the actual hours (to be billed in increments of no less than ¼ of an hour) for each position to arrive at the total fee for each month. Reimbursable expenses incurred during the billing period and during previous billing periods and not yet invoiced will be included to arrive at the total reimbursable expenses.

C. The PM/CM will submit an invoice monthly to the Owner for the fee and reimbursable expenses incurred for the billing period. The Owner shall make payment to the PM/CM of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice. In the case of a dispute of any invoiced amount, Owner will pay undisputed amount.

D. Accounting Records: Record of the PM/CM's personnel expense, consultant fees and direct expenses pertaining to the Project shall be maintained on the basis of generally accepted accounting practices and shall be available for inspection by the Owner or the Owner's Representative at mutually convenient times for a period from the date of this Agreement through three (3) years after completion of the Services under this Agreement.

E. Compensation for Additional Services: The PM/CM shall be compensated and payments shall be made for performing Additional Services in the same manner as provided in Article 7 for Basic Services. There shall be an increase in the fee set out in Article 7 Paragraph A in an amount which is mutually agreeable between the Owner and the PM/CM.

#### **ARTICLE 8: INSURANCE AND MUTUAL INDEMNITY**

A. The PM/CM shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies, on forms acceptable to Owner, for the following minimum insurance coverage:



1. Workers' Compensation insurance and occupational disease insurance, as required by law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in this Agreement.

2. Commercial general liability insurance, with limits of not less than as indicated in either (1) or (2) as follows: (1) Bodily Injury Liability - \$2,000,000 each person, \$2,000,000 each occurrence; Property Damage Liability - \$2,000,000 each occurrence, \$4,000,000 aggregate; (2) A single limit for Bodily Injury Liability and Property Damage Liability Combined of \$2,000,000 each occurrence and \$2,000,000 aggregate.

a) The insurance shall cover all operations of PM/CM, including but not limited to the following: (1) broad form property damage liability; (2) personal injury liability endorsement; and (3) automobile bodily injury and property damage insurance, including all owned, if any, hired and non-owned equipment.

b) All general liability policies shall name Owner as an additional insured and shall provide that such policy is primary insurance.

3. Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$1,000,000 aggregate, insuring the PM/CM against liabilities arising out of or in connection with the negligent acts, errors, or omissions of the PM/CM in connection with the carrying out of its professional responsibilities for the Project.

4. The PM/CM shall also provide Certificates of Insurance, or other evidence of insurance as requested by Owner, to Owner prior to thirty (30) days after receipt by the PM/CM of a signed version of this Agreement. The certificates shall provide that there will be no cancellation, reduction, or modification of coverage without ten (10) days' prior written notice to Owner.

B. Owner/Contractor Insurance

1. The Owner shall require the contractors to name the PM/CM as additional insured in all liability insurance policies maintained by the contractors for the projects.

C. Waiver of Subrogation: Not Used

D. Indemnity

1. Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, Owner and PM/CM agree to allocate such liabilities in accordance with this Article 8D. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

2. PM/CM shall assume the defense of and defend Owner, its Trustees, officers, and employees in any action at law or in equity in which liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of PM/CM (or any person or organization for whom PM/CM is legally liable) in the performance of the services for Owner.
3. To the fullest extent permitted by law, PM/CM shall indemnify and hold harmless the Owner, its Trustees, officers, and employees from and against all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of, pertaining to, or relating to the negligent acts, errors or omissions, recklessness, or the willful misconduct of PM/CM (or any person or organization for whom PM/CM is legally liable) directly or indirectly related to the performance of the services for Owner excepting therefrom only those claims, losses, damage, injury, and liability caused by the sole or active negligence, or the willful misconduct of the Owner. In no event shall this Article be construed to give rise to any obligation on the part of the Owner, its Trustees, officers, agents, employees, or representatives to defend, indemnify, or hold harmless PM/CM, its agents, subconsultants, or employees from and against any damages, costs, or expenses in law or equity, including reasonable attorney's fees, that are in any way connected with the performance of the Services under this Agreement.
4. PM/CM shall also indemnify the Owner against and save it harmless from any and all loss, damage, costs, expenses, at law or in equity, including reasonable attorneys' fees, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by PM/CM, or its employees, agents, or subconsultants, of the obligations, covenants, or any other provisions of this Agreement.
5. PM/CM shall indemnify Owner against legal liability for damages arising out of claims by PM/CM's employees. Owner shall indemnify PM/CM against legal liability for damages arising out of claims by Owner's employees.
6. The insurance limits and coverage required by ARTICLE 8A, do not in any way limit the liability of the PM/CM under this ARTICLE 8D, or otherwise except to the extent of payments actually made by the insurers pursuant to such insurance policies. PM/CM shall be responsible for payment of all amounts it is obligated to pay under this Article or otherwise which have not actually been paid by the insurers issuing policies pursuant to Article 8, whether or not such insurance policies shall have been determined to be applicable to any of the acts, errors, omissions, events, claims, accidents, or other occurrences giving rise to the liability of the Consultant under this Article.

7. PM/CM's obligation under this Article shall extend to injuries occurring after the completion of all services, obligations and duties provided for in the Agreement. In the event of termination of the Agreement for any reason, the terms and conditions of this Article shall survive.

## **ARTICLE 9: TERMINATION AND SUSPENSION**

### **A. Termination**

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given:

- a) Written notification (delivered by certified mail) that the other party is in material breach of the contract and the notification specifies the breach.
- b) Seven (7) calendar days to cure the breach.
- c) An opportunity for consultation with the terminating party prior to the termination.
- d) Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional seven (7) calendar days prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided the PM/CM is given (i) not less than thirty (30) days written notice (delivered by certified mail) of intent to terminate and (ii) an opportunity for consultation with the Owner prior to termination. In the event of notice of termination, the PM/CM shall take reasonable measures to mitigate termination expenses.

3. If termination pursuant to Article 9 Paragraph A.1 is effected by the Owner, the PM/CM will be paid for Services actually performed to the reasonable satisfaction of the Owner. If termination pursuant to Article 9 Paragraph A.1 is effected by the PM/CM or if termination pursuant to Article 9 Paragraph A.2 is effected by the Owner, the PM/CM shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall provide for payment of the PM/CM for Services rendered and expenses incurred prior to the termination. In addition, termination expenses reasonably incurred by the PM/CM shall be paid. Termination expenses are defined as those direct costs arising prior, during and subsequent to termination that are directly attributable to the termination of the Services.

4. Upon receipt of a termination notice pursuant to Article 9 Paragraph A.1 or expiration of the notice period under Article 9 Paragraph A.2, the PM/CM shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the PM/CM in performing this Agreement, whether completed or in process.

5. If, after termination for failure of the PM/CM to fulfill contractual obligations, it is determined, pursuant to Article 10 of this Agreement, that the PM/CM had not so failed, the termination shall be deemed to have been affected for the convenience of the Owner. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Article 9 Paragraph A.3 for termination for the convenience of the Owner.

#### **ARTICLE 10: DISPUTE RESOLUTION**

A. Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

B. Arbitration: In the event that a Claim remains unresolved after mediation, the parties may mutually agree to binding arbitration. The hearing in any arbitration under this provision shall be held in Contra Costa County.

#### **ARTICLE 11: ADDITIONAL PROVISIONS**

A. Confidentiality: The PM/CM shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

B. Limitations and Assignment

1. The Owner and the PM/CM each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.

2. Neither the Owner nor the PM/CM shall assign or transfer its interest in this Agreement without the written consent of the other, except that the PM/CM may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

C. Governing Law and Venue: Unless otherwise provided, this Agreement shall be governed by the laws of the State of California with venue being proper in Contra Costa County.

D. Equal Opportunity Employment: PM/CM represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination with or related to the performance of this Agreement.

E. Extent of Agreement: This Agreement represents the entire and integrated agreement between the Owner and the PM/CM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the PM/CM. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

F. Severability: If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

G. Meaning of Terms: References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

H. Notices: All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:  
Paula Macedo, General Manager  
Contra Costa Mosquito and Vector Control District  
155 Mason Circle  
Concord, CA 94520

To the PM/CM:  
Sharon M. Thomas, AIA  
Associate Partner  
Capital Program Management, Inc.  
1851 Heritage Lane, Suite 210  
Sacramento, CA 95815

[Signatures on the following page]

**Contra Costa Mosquito and Vector Control District**

**Capital Program Management, Inc.**

\_\_\_\_\_  
Signature

By: Paula Macedo

Its: General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

By:

Its:

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCHEDULE OF HOURLY RATES FOR PERSONNEL COSTS**

**Contra Costa Mosquito & Vector  
Control District**

	Position	2023-2024 Rates	2025 Rates
<b>PIC</b>	President	\$213	\$222
	Vice President	\$213	\$222
	Principal-In-Charge	\$213	\$222
<b>Planning &amp; Program Management Practice</b>	Program/Construction Director	\$213	\$222
	Senior Project/Construction Manager	\$197	\$205
	Project/Construction Manager	\$189	\$197
	Assistant Project/Construction Manager	\$164	\$171
	Project Coordinator I	\$104	\$108
	Senior Estimator	\$189	\$197
	Estimator	\$146	\$152
	Senior Scheduler	\$189	\$197
	Scheduler	\$146	\$152
	Clerical	\$63	\$66
<b>Budget &amp; Accounting Practice</b>	Director of Budget & Accounting	\$213	\$222
	Budget & Accounting Manager	\$197	\$205
	Senior Budget Analyst	\$189	\$197
	Budget Analyst	\$146	\$152
	Asst. Budget Analyst	\$110	\$114
<b>Technology &amp; Low Voltage</b>	Director of Technology	\$213	\$222
	Senior Tech Manager	\$197	\$205
	Tech Manager	\$189	\$197
	Assistant Tech Manager	\$146	\$152
	Drafter	\$110	\$114
<b>Contract Management Practice</b>	Director of Contract Management	\$213	\$222
	Senior Contract Manager	\$197	\$205
	Contract Manager	\$189	\$197
	Contract Administrator	\$164	\$171
	Assistant Contract Administrator	\$110	\$114

Reimbursable Expenses\* - 5% mark-up

\* Note that the only reimbursable expenses are for reprographics and postage.

Any other reimbursable expenses must have District's prior approval.

There are no reimbursable travel expenses and no charge for time while traveling.

**EXHIBIT "B"**

**ALLOWABLE REIMBURSABLE EXPENSES**

The PM/CM will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Expenses incurred subject to advance approval from the Owner, billed at cost plus 5%, for example:
  - a. Cost of printing and distributing documentation and reports.
  - b. Cost of postage, UPS, Federal Express, and other deliveries.
  - c. Cost of reproduction of plans and specifications.



## EXHIBIT "C"

### PROJECT/CONSTRUCTION MANAGER BASIC SERVICES:

The PM/CM shall perform the Basic Services described in this Exhibit. It is not required that all of the listed Basic Services be performed or be performed in the sequence in which they are listed. Please note that the Basic Services described below follow a Design Bid Build delivery approach. If another delivery approach is to be used, such as Design Build, the services will be similar and will align closely to what is described.

#### **1. PROJECT MANAGEMENT**

##### 1.1. Predesign Phase.

1.1.1. Permits/Approvals. Project/Construction Manager shall determine with the Owner's input all governmental permits and approvals necessary for the Project and represent the Owner in pursuing such permits and approvals and assist the Architect/Engineer in preparing and filing applications and filing for all necessary permits required on behalf of the Owner.

1.1.2. Consultant Selection. Project/Construction Manager shall assist in selecting Consultants, subject to approval of Owner's legal counsel. Project/Construction Manager shall also solicit proposals from and assist the Owner in negotiating with, and selecting Consultants.

##### 1.2. Design Phase.

1.2.1. Consultation During Project Development. Project/Construction Manager shall schedule and attend regular meetings with the Architect/Engineer during the development of conceptual and preliminary design to advise on site use and improvements, selection of materials, building systems and equipment. Project/Construction Manager shall also provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economics including life cycle costing and conduct formal value engineering sessions when requested by Owner. Project/Construction Manager shall assist in and supervise the identification and assessment of environmental concerns posed by Projects.

- 1.2.2. Design Reviews. Project/Construction Manager shall be responsible for coordinating and documenting design review meetings with site personnel, and other Owner personnel. Project/Construction Manager shall also be responsible for assisting the Owner in the review of various design schemes submitted by Consultants.
- 1.2.3. Scheduling. Project/Construction Manager shall define and schedule the Project with a written schedule with anticipated milestones. Monitor and update status and progress.
- 1.2.4. Estimating. Project/Construction Manager shall evaluate the cost estimate prepared by Architect at the end of each design phase as the development of the Drawings and Specifications proceeds for approval by the Owner as part of the Project Budget. Project/Construction Manager will advise the Owner and the Architect/Engineer, or other appropriate Consultant, if it appears that the Project Budget will not be met and offer recommendations for corrective action.
- 1.2.5. Coordination of Contract Documents. Project/Construction Manager shall review the Drawings and Specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules, without, however, assuming any of the Architect/Engineers' responsibilities for design. Project/Construction Manager shall meet with Owner and provide review summaries and opinions/recommendations at design intervals no fewer than at 30%, 60%, 90%, and 100%.
- 1.2.6. Construction Planning.
  - 1.2.6.1. Project/Construction Manager shall be responsible for reviewing the Drawings and Specifications for constructability and construction feasibility with the Architect/Engineer to eliminate areas of conflict and overlapping in the Work to be performed by the various Contractors.
  - 1.2.6.2. Project/Construction Manager shall recommend for purchase by the Owner long-lead items to ensure their delivery by the required dates.
  - 1.2.6.3. Project/Construction Manager shall be responsible for assisting the Owner in the coordination of the work of hazard abatement Consultants and Contractors with the Project. It is expressly

understood that Project/Construction Manager is not an expert in hazard abatement and does not insure the adequacy or effectiveness of hazard abatement Consultants' or Contractors' plans, work or safety programs.

1.3. Pre-Bid Activities (if required).

1.3.1. Local Business Outreach. Project/Construction Manager shall develop and implement an aggressive Contractor and Supplier marketing program to generate interest in the Project's projects, including but not limited to generating interest with Disadvantaged Veterans Business Enterprises, when required by law.

1.4. Bid & Award Phase.

1.4.1. Bidding and/or Request for Qualifications and Proposal. Project/Construction Manager shall receive and order the printing of plans and specifications for distribution and bidding, and utilize the Owner's construction contract documents. Project/Construction Manager shall assist the Owner and Owner's legal counsel in the preparation and placement of legal notices and advertisement for bidding. Further, Project/Construction Manager shall be responsible for assisting the Owner and Consultants in the development of additive and deductive alternates, as well as coordinating the issuance of addenda and conduct a pre-bid conference and site visit.

1.4.2. Award. Project/Construction Manager shall assist the Owner in tabulating and evaluating bids and/or proposals, in accordance with the provisions of the California Public Contract Code (if required). Project/Construction Manager shall be responsible for monitoring Owner preparation and Contractor execution of contracts for timely completion of contracts, as well as monitoring and expediting contractor and/or subcontractor contractual submittals to ensure completeness prior to forwarding to Owner for final review and processing.

1.4.3. Contracts. Coordinate with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable, to the satisfaction of Owner.

- 1.4.4. Owner's Consultants. As required, Project/Construction Manager shall assist the Owner in selecting and retaining professional services of testing laboratories and special consultants, and coordinate these services.
- 1.5. Budget and Accounting.
  - 1.5.1 Work with the Owner on a project budget that includes contingencies and escalation.
  - 1.5.2 Invoice Review. Provide invoice due diligence for consultants related to the project.
  - 1.5.3 Project Budget Tracking. Coordination with Owner to ensure budgeted, committed and actual expenditures for the project are reconciled.

## **2. CONSTRUCTION MANAGEMENT**

- 2.1 Construction Phase
  - 2.1.1. Administer the construction Contract.
  - 2.1.2. Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with Inspector of Local Jurisdiction, and ensure compliance.
  - 2.1.3. Coordinate work of the construction Contractor and effectively manage the Project to achieve the Owner's objectives in relation to cost, time and quality.
  - 2.1.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the Owner, the affected construction Contractor, and design professional(s).
  - 2.1.5. Establish and implement team communication procedures.
  - 2.1.6. Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Project/Construction Manager shall review

construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to Owner approval.

- 2.1.7. Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 2.1.8. Cost Control. Project/Construction Manager shall develop and monitor an effective system of construction cost control for the Project. Project/Construction Manager shall identify variances between actual and budgeted or estimated costs and advise Owner and design professional(s) whenever a Project cost exceeds budgets or estimates. Construction Manager shall manage the construction bids and contracts in accordance with the Construction Budget.
- 2.1.9. Evaluate and process payment applications and verify progress.
- 2.1.10. Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 2.1.11. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the Owner timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 2.1.12. Negotiate Contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the Owner.
- 2.1.13. Evaluate and process change order requests. Make recommendations to the Owner. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 2.1.14. Assist the Owner in coordinating the services of special consultants and testing laboratories on the Project.

- 2.1.15. Where the work of a construction Contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
  - 2.1.15.1. Notify the Owner of any non-conforming work observed by the Project/Construction Manager;
  - 2.1.15.2. Reject the non-conforming work; and
  - 2.1.15.3. Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 2.1.16. Evaluate, track, and maintain logs of requests for information (“RFI”) from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on information obtained from the design professional(s). Advise Owner as to status and criticality of RFIs.
- 2.1.17. Implement procedures, in collaboration with the Owner and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 2.1.18. Coordinate, assist, and support Architect during construction administration phase as required.
- 2.1.19. Coordinate the move into the Project.
- 2.1.20. Work with Owner team to develop lists of incomplete or unsatisfactory work (“punch lists”).
- 2.1.21. Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 2.1.22. Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment (“FF&E”).

2.2. Project Completion

- 2.2.1. The Construction Manager shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the Owner of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 2.2.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction Contractor. The Construction Manager shall coordinate construction Contractor's performance and completion of punch list work. The Construction Manager shall review, with the Architect and Owner, the completed punch list work. The Construction Manager shall ensure, with input of the Architect that the completed punch list work complies with applicable provisions of the construction Contract.
- 2.2.3. The Project/Construction Manager shall conduct, with the Architect and Owner, final inspections of the Project or designated portions thereof. The Project/Construction Manager shall notify the Owner of final completion.
- 2.2.4. The Project/Construction Manager shall consult with the Architect and Owner and shall determine when the Project and the construction Contractor's work are finally completed. The Project/Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the Owner a written recommendation regarding payment to the Contractor.
- 2.2.5. The Project/Construction Manager shall coordinate close-out procedures, including personnel training. Advise Owner staff on systems operations, training and close-out of Projects.
- 2.2.6. The Project/Construction Manager shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.

2.2.7. The Project/Construction Manager shall ensure that all building commissioning requirements have been fulfilled in a timely manner through Owner commissioning agents.

2.2.8. The Project/Construction Manager shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.

2.3. Final Documents

2.3.1 The Project/Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the Owner those documents and all required guarantees, keys, manuals, record drawings, and project inspector and contractor daily logs. The Project/Construction Manager shall also forward all documents and plans to the Owner upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

2.4. Warranty

2.4.1 The Project/Construction Manager shall assist as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a two (2) year call back period and a final warranty inspection twenty three (23) months after Project completion to inspect the Project and identify any outstanding warranty work.



BEFORE THE BOARD OF TRUSTEES OF  
CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT

**Resolution of the Contra Costa Mosquito  
and Vector Control District Revising  
Procedure for Electing Board Officers**

**RESOLUTION 23-4**

At a meeting of the Board of Trustees of the Contra Costa Mosquito and Vector Control District, a special district organized and existing under the laws of the State of California, held on the 13<sup>th</sup> day of November 2023, at 155 Mason Circle, Concord, California, a quorum being present, the following Resolution was adopted:

WHEREAS, California Health and Safety Code, Sec. 2021, allows the Board of Supervisors and each city council within the district's boundaries to appoint members of the Board of Trustees; and

WHEREAS, California Health and Safety Code, Sec. 2020, states the Board of Trustees shall establish policies for the operation of the district; and

WHEREAS, the California Health and Safety Code, Sec. 2027, states at the first meeting in January every year, the Board of Trustees shall elect its officers; and

WHEREAS, it is to the advantage and best interests of the Contra Costa Mosquito & Vector Control District that all Trustees are afforded the opportunity to serve as an officer of the Board,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT that the District hereby adopts the following procedure for annual election of officers in January.

1. Elected officers of the Board shall consist of the President, Vice-President and Secretary.
2. In December each year, the General Manager shall prepare a list of Trustee names, original appointment dates, whether they have served as a Board Officer and date, along with any additional information requested by the Board for their reference.
3. Nominations for President, Vice President, and Secretary shall come from the floor.
4. One (1) Trustee may serve as Board Secretary indefinitely, but election to this office must occur every January, along with the other Board offices.
5. Each Trustee present shall have one (1) vote for each office.

BE IT FURTHER RESOLVED that Resolution 23-4 shall be effective immediately upon its adoption and that Resolution 20-4 is hereby rescinded and superseded in its entirety.

I, DANIEL PELLEGRINI, the undersigned Secretary of the said Board of Trustees of the Contra Costa Mosquito and Vector Control District, a special district, hereby certify that I am the Secretary of said special district, the foregoing is a full, true and correct copy of the Resolution passed by the Board of Trustees thereof at a meeting of said Board held on the day and at the place therein specified, and that said Resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

PASSED AND ADOPTED by the Board of Trustees of the Contra Costa Mosquito and Vector Control District November 13, 2023 by the following vote.

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Daniel Pellegrini  
2023 Secretary, Board of Trustees

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_