



NOTICE OF ADJOURNMENT

MEETING OF THE BOARD OF TRUSTEES OF WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

NOTICE IS HEREBY GIVEN THAT THE BOARD OF TRUSTEES OF THE WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, AT ITS REGULAR BOARD MEETING HELD ON JANUARY 26, 2021 PURSUANT TO THE PROVISIONS OF CALIFORNIA EXECUTIVE ORDER N-29-20, AND IN THE INTEREST OF PUBLIC HEALTH AND SAFETY, THE MEETING OF THE BOARD WAS CONDUCTED VIA TELECONFERENCE. ADJOURNED THAT MEETING TO THE NEXT REGULAR MEETING OF:

FEBRUARY 23, 2021

**SECRETARY, BOARD OF TRUSTEES
WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

JANUARY 26, 2021

(DATE OF POSTING)

**MINUTES OF THE BOARD OF TRUSTEES
OF THE
WEST VALLEY MOSQUITO and VECTOR CONTROL DISTRICT
414th Meeting
January 26, 2021**

BOARD OF TRUSTEES

Paul Leon, President

William Wittkopf, Vice-President

Carolyn Raft, Secretary

Brian Johsz, Trustee

Eunice Ulloa, Trustee

"vacant", Trustee

Gary George, Trustee

1. CALL TO ORDER/FLAG SALUTE/ROLL CALL

1.1 President Leon called the meeting to order at 11:33 a.m. Trustee Raft led the Pledge of Allegiance.

2. AGENDA ADDITIONS/DELETIONS AND PUBLIC INPUT

2.1 Item 9.4 Recognition Award for Trustee Raft. President Leon made a motion for immediate action to add item 9.4 to the agenda. Seconded by Trustee George. Motion passed unanimously.

2.2 Item 9.2 was deleted and moved to next meeting.

3. PUBLIC COMMENTS – None.

4. CONSENT CALENDAR

4.1 Approve Minutes of the Regular Meeting of December 1, 2020.

4.2 Correspondence for the period from November 21, 2020 through January 15, 2021.

4.3 Expense Claims for the Month of December 2020. - None

Vice-President Wittkopf made a motion to approve Consent Calendar as presented. Seconded by Trustee Ulloa. Motion passed unanimously.

5. PUBLIC HEARINGS – None.

6. FINANCE AND BUDGET COMMITTEE - None.

7. INSURANCE COMMITTEE - None.

8. PERSONNEL COMMITTEE

8.1 Discussion and Possible Action to Approve New and Revised District Personnel Policies. Trustee George made a motion to Approve New and Revised District Personnel Policies as amended. Seconded by Trustee Raft. Motion passed unanimously.

9. ADMINISTRATIVE MATTERS

9.1 Staff reports. All reports were as presented in the Board packet.

9.2 Swearing in of New Trustee from City of Upland. Deleted

9.3 Election of Board Officers and Committee Selections. Vice-President Wittkopf made motion to retain current officers. Seconded by Trustee Raft. Motion passed unanimously. Trustee George and Trustee Ulloa volunteered to serve on the Ad Hoc Legal RFP Committee. President Leon made a motion to keep other committee assignments the same. (Insurance Committee: Trustee Raft and Trustee Johsz. Finance Committee: Trustee Ulloa and Trustee George. Personnel Committee: Trustee George and Vice-President Wittkopf.) Seconded by Trustee George. Motion passed unanimously.

9.4 Recognition Award for Trustee Raft. President Leon presented Trustee Raft with a plaque in recognition of her commitment to the Board of Trustees, City Council, and the Community.

10. TRUSTEE REPORTS - None.

11. CLOSED SESSION - None.


12. INFORMATIONAL - None.


13. ADJOURNMENT – The meeting was adjourned at 11:53 a.m.

Reports and documents relating to each agenda item are on file in the District office, at 1295 East Locust St., Ontario, and are available for public inspection from 7:30 a.m. to 3:30 p.m., Monday through Friday.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Trustees; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the District offices. In addition, any such writing may also be posted on the District's website.

The next regular meeting of the Board of Trustees is scheduled for 11:30 a.m. Tuesday, February 23, 2021, at District Offices, 1295 East Locust Street, Ontario, CA 91761.


Mary E. Quansstrom, District Clerk
West Valley Mosquito and Vector
Control District


Carolyn Raft, Secretary – Board of Trustees
West Valley Mosquito and Vector
Control District

As It is the intent of West Valley Mosquito and Vector Control District (WVMVCD) to comply with the Americans with Disabilities Act (ADA). If you plan to attend this meeting and need special assistance, please contact the Office Administrator at (909)635-0307 within forty-eight (48) hours prior to this meeting. WVMVCD will attempt to accommodate you in every reasonable manner.

Any public records, relating to an open session agenda item that is distributed 72 hours prior to the meeting, are available for public inspection at the West Valley Mosquito and Vector Control District, 1295 E. Locust St., Ontario, CA 91761.

*****AGENDA *****

**WEST VALLEY MOSQUITO and VECTOR CONTROL DISTRICT
1295 E. LOCUST STREET
ONTARIO, CA 91761**

414th Meeting, January 26, 2021
Tuesday, 11:30 a.m.

During the current State of Emergency, pursuant to the provisions of California Executive Order N-29-20, and in the interest of public health and safety, the meeting of the Board will be conducted via teleconference. Members of the public may participate in the meeting by calling the toll-free number listed below.

(844) 854-2222
Access code: 278244

Leon 1. CALL TO ORDER/FLAG SALUTE/ROLL CALL

Paul Leon, President – City of Ontario
William Wittkopf, Vice-President – City of Rancho Cucamonga
Carolyn Raft, Secretary – City of Montclair
Brian Johsz, Trustee – City of Chino Hills
Eunice Ulloa, Trustee – City of Chino
“vacant”, Trustee – City of Upland
Gary George, Trustee – County-at-Large

Leon 2. AGENDA ADDITIONS/DELETIONS

(Addition Authority: Gov. Code 54954.2(b)(2))

Leon 3. PUBLIC COMMENTS

The Board President will invite comments on specific agenda items during the meeting before final votes are taken. The Board President will determine the number of comments and order them accordingly. Comments should be limited to five (5) minutes or less. **(This time limit will be doubled for members of the public utilizing a translator to ensure the non-English speaker receives the same opportunity to directly address the Board, unless simultaneous translation equipment is used which allows the Board to hear the translation simultaneously).** State law prohibits the District Board from addressing any issue not previously included on the agenda. The District Board may receive testimony and set the matter for a subsequent meeting.

Leon 4. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any item may be removed by a Trustee or member of the audience for discussion.

- 4.1 Approve Minutes of the Regular Meeting of December 1, 2020. **Exhibit A**
- 4.2 Correspondence for the Period from November 21, 2020 through January 15, 2021. **Exhibit U**
- 4.3 Expense Claims for the Month of December 2020 – None.

- Leon 5. PUBLIC HEARINGS – None.
- Leon 6. FINANCE AND BUDGET COMMITTEE – None.
- Leon 7. INSURANCE COMMITTEE – None.
- Leon 8. PERSONNEL COMMITTEE
 8.1 Discussion and Possible Action to Approve New and Revised District Personnel Policies. **Exhibit B**
- Leon 9. ADMINISTRATIVE MATTERS:
 9.1 Staff Reports. **Exhibit E**
 Field Operations Reports. **Exhibit F**
 Vector and Disease Surveillance Reports. **Exhibit G**
 IT/Community Outreach Activities Report. **Exhibit H**
 Administrative Report.
 9.2 Swearing In of New Trustee from City of Upland.
 9.3 Election of Board Officers and Committee Selections **Exhibit I**
- Leon 10. TRUSTEE REPORTS – None.
- Leon 11. CLOSED SESSION – None.
- Brown 12. INFORMATIONAL – None.

Future Meeting

- Leon 13. ADJOURNMENT
 Next Meeting: February 23, 2021 at 11:30 a.m.

Reports and documents relating to each agenda item are on file in the District office, at 1295 E. Locust Street, Ontario, and are available for public inspection from 7:30 a.m. to 3:30 p.m. Monday through Friday.

EXHIBIT A

**Minutes of the Regular Meeting of December 1, 2020
(Item 4.1)**

Recommendation: Approve the minutes of the Regular Meeting of December 1, 2020 as presented or modified as per Board's direction.

**MINUTES OF THE BOARD OF TRUSTEES
OF THE
WEST VALLEY MOSQUITO and VECTOR CONTROL DISTRICT
413th Meeting
December 1, 2020**

BOARD OF TRUSTEES

Paul Leon, President

William Wittkopf, Vice President

Carolyn Raft, Secretary

Brian Johsz, Trustee

Eunice Ulloa, Trustee

Janice Elliott, Trustee

Gary George, Trustee

1. CALL TO ORDER/FLAG SALUTE/ROLL CALL

1.1 President Leon called the meeting to order at 11:35 a.m. Trustee George led the Pledge of Allegiance.

2. AGENDA ADDITIONS/DELETIONS AND PUBLIC INPUT – None.

3. PUBLIC COMMENTS – None.

4. CONSENT CALENDAR

4.1 Approve Minutes of the Regular Meeting of October 27, 2020.

4.2 Correspondence for the period from October 16, 2020 through November 20, 2020.

4.3 Expense Claims for the Month of October 2020. - None

Trustee Wittkopf made a motion to approve Consent Calendar as presented. Seconded by Trustee George. Motion passed unanimously.

5. PUBLIC HEARINGS – None.

6. FINANCE AND BUDGET COMMITTEE

6.1 Discussion and Possible Action to Approve Resolution No. 2020-07, a Resolution Approving District Audit Report for the Fiscal Year 2019-2020. Trustee Ulloa made a motion to approve Resolution No. 2020-07 as presented. Seconded by Trustee George. Motion passed unanimously.

7. INSURANCE COMMITTEE - None.

8. PERSONNEL COMMITTEE - None.

9. ADMINISTRATIVE MATTERS

9.1 Staff reports. All reports were as presented in the Board packet.

9.2 Discussion and Possible Action to Conduct Routine RFP for Legal Services to the District. Trustee Leon made a motion to approve an RFP for Legal Services to the District. Seconded by Trustee Wittkopf. Motion passed unanimously.

9.3 Presentation of Milestone Anniversary Awards.

10. TRUSTEE REPORTS - None.

11. CLOSED SESSION - None.

12. INFORMATIONAL - None.

12.1 *Progress Report 2019-2020, California Department of Pesticide Regulation - August 2020.*

13. ADJOURNMENT – *The meeting was adjourned at 11:52 a.m.*

Reports and documents relating to each agenda item are on file in the District office, at 1295 East Locust St., Ontario, and are available for public inspection from 7:30 a.m. to 3:30 p.m., Monday through Friday.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Trustees; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the District offices. In addition, any such writing may also be posted on the District's website.

The next regular meeting of the Board of Trustees is scheduled for 11:30 a.m. Tuesday, January 26, 2021, at District Offices, 1295 East Locust Street, Ontario, CA 91761.

*Mary E. Quanstrom, District Clerk
West Valley Mosquito and Vector
Control District*

*Carolyn Raft, Secretary – Board of Trustees
West Valley Mosquito and Vector
Control District*

EXHIBIT B

Revised District Personnel Policies (Item 8.1)

Recommendation: Approve Revised District Personnel Policies as presented or as modified per Board's recommendations.

PERSONNEL POLICIES AND PROCEDURES MANUAL

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

1295 E. LOCUST ST

ONTARIO, CA 91761

Formatted: Left, Tab stops: 3.25", Centered + 6.5", Right

Revised ~~February 25, 2020~~ January 26, 2021

MISSION STATEMENT

Our mission is to enhance health and quality of life through the control of mosquitoes and other vectors and the diseases they transmit.

Revised ~~February 25, 2020~~ January 26, 2021

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I. Introduction.

Welcome! As an employee of West Valley Mosquito and Vector Control District (referred to as the "District" throughout this manual), you are an important member of a team effort. The Board of Trustees hopes that you will find your position with the District rewarding, challenging, and productive.

Because the District's success depends upon the dedication and performance of its employees, it is highly selective in choosing new employees. The District looks to you and the other employees to contribute to the success of the District.

This personnel policy is intended to detail the terms and conditions of employment of all full- and part-time employees and supervisors. Written employment contracts between the District and some individuals may supersede some of the provisions of this policy. Your supervisor or manager will be happy to answer any questions you have regarding which provisions apply to a situation.

This manual details the employment policies and practices of the District which were in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have regarding the matters in this manual.

II. Purpose of Board Policies and Procedures

A. Purpose:

It is the intent of the Board of Trustees of the West Valley Mosquito and Vector Control District to maintain a Personnel Policies and Procedures Manual. Contained therein shall be a comprehensive listing of the Board's current personnel policies, classification plan and procedures.

B. Conflict and Provision for Review and Amendment of Board Policies:

1. Consideration by the Board of Trustees to adopt a new policy or to amend an existing policy may be initiated by any Trustee or by the District Manager. The adoption or amendment of a policy shall be initiated by submitting a written draft of the proposed adoption or amendment by the Trustee or the District Manager through the District office, and requesting that the item be included for consideration on the agenda of the appropriate meeting of the Board of Trustees.

2. Adoption of a new policy or amendment of an existing policy shall be accomplished at a meeting of the Board of Trustees and shall require majority affirmative vote of the entire Board of Trustees.

3. Before considering adoption or amendment of any policy, Trustees shall have the opportunity to review the proposed adoption or amendment prior to meeting at which consideration for adoption or amendment is to be given. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration. The agenda information packets with said copies shall be made available to each Trustee for review at least two (2) days prior to any meeting at which it will be considered.

4. These policies may be changed unilaterally by the Board of Trustees at any meeting of the Board of Trustees. None of the District's personnel policies or benefit plans, including this Policies and Procedures Manual, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment or any vested benefit. No Employee has the authority to modify these policies. Any changes to the policies must be in writing and approved by the Board of Trustees. The District reserves the right to modify, augment, or supplement the duties and requirements stated in the present job description or policies at the sole and absolute discretion of the District. If any major changes are made in a job description, the District will provide written notice to the affected employee(s) and consider modification of the pay rate.

5. If any paragraph, sentence, clause, or phrase of these policies for any reason is held to be unconstitutional or invalid, such shall not affect the remaining portions of these policies, and the Board of Trustees hereby declares it would have passed each paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more than one sentence, clause, or phrase thereof be declared unconstitutional or invalid.

C. Questions or Concerns Regarding District Rules or Policies:

For the clarification of any rule, regulation, or policy, the employee shall discuss the matter with his immediate supervisor first. The supervisor shall then consult the District Manager before advising the employee. If the employee is not satisfied with the response of the supervisor, the employee should request an appointment with the District Manager. The District Manager will advise the employee within ten (10) days of meeting with the employee. The District Manager's decision will be final.

III. Titles and Definitions

The policies of West Valley Mosquito and Vector Control District hereinafter shall be known as "Personnel Policies and Procedures Manual." For the purpose of these policies, words and phrases are defined as follows:

- (a) "Anniversary Date" shall mean the date of the employee's hire.
- (b) "Board" shall mean the Board of Trustees of the West Valley Mosquito and Vector Control District, which is the governing authority.
- (c) "Class or classification" shall mean that group of positions which have the same job title and similar job duties.
- (d) "Classified Service" shall mean all positions provided for by the Classification Plan referred to in these policies.

- (e) “Confidential Employee(s)” shall mean the employees serving the District as District Clerk and any other employee designated by the District Manager.
- (f) “Continuous Services,” “Continuous Employment” and similar terms, shall mean the continuing service of a regular employee in a continuing payroll status, without interruption except for authorized leave of absence.
- (g) “County” shall mean the County of San Bernardino.
- (h) “Demotion” shall mean a change of employment from a position allocated to a given pay rate range to a position of a different class allocated to a lower range.
- (i) “District” shall mean the West Valley Mosquito and Vector Control District.
- (j) “District Manager” shall mean the person who is the Principal Officer or employee of the District.
- (k) “Employees” shall mean all persons, other than the District Manager, employed by the West Valley Mosquito and Vector Control District.
 - i. “At-will employee” shall mean any employee who serves at the will and pleasure of the District Manager and may be terminated with or without cause, without prior notice or right to hearing or appeal. Employees with “at-will” status include temporary employees, seasonal employees and all employees hired after January 25, 2012.
 - ii. “Full-Time Employee” shall mean an employee whose position regularly requires forty (40) hours per week. All positions shall be full-time unless otherwise designated or unless the compensation is fixed upon the basis of part-time work.

- iii. “Part-Time Employee” shall mean an employee in a position which is designated part-time or for which compensation is fixed upon a basis of part-time work (less than forty (40) hours per week). Part-Time Employees are not eligible for benefits except as explicitly set forth in these policies.
- iv. “Regular Employee” shall mean an employee who is not a temporary or seasonal employee.
- v. “Seasonal Employee” shall mean an employee whose employment is only needed for a specified period of time during the year. Seasonal employees serve at the will and pleasure of the District Manager. A seasonal employee may be terminated with or without cause and without right of appeal or hearing. Seasonal Employees are not eligible for benefits except as explicitly set forth in these policies.
- vi. “Temporary Employee” shall mean an employee who is not a regular or seasonal employee and is hired for a specific time or project. Temporary employees serve at the will and pleasure of the District Manager. A temporary employee may be terminated with or without cause and without right of appeal or hearing. Temporary Employees are not eligible for benefits except as explicitly set forth in these policies.
- vii. “Student Interns” shall mean a part-time temporary employee, simultaneously enrolled at an accredited post-secondary educational institution, and are selected on the basis that the working and learning experience at the District will contribute to their training. Conditions of employment may be determined or modified based

upon the arrangement established between the student intern's educational institution and the District.

- (l) "FLSA Exempt" shall mean the employees or officers who are exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act. Such employees include the District Manager, the Scientific Operations Director, the Operations Director, the Field Supervisor, and the Community Outreach Coordinator.
- (m) "His" or "her" and "he" and "she" shall apply equally to both genders.
- (n) "Holiday" or "Paid Holiday" shall mean each day designated as such by the Board or pursuant to applicable law.
- (o) "Officer" shall mean the District Manager. It shall not apply to any other employee, regardless of whether officer is in the employee's position title.
- (p) "Pay Period" shall mean fourteen (14) calendar days as designated by the District Manager.
- (q) "Position" shall mean an office or employment to which a group of duties and responsibilities is assigned or delegated by the appointing authority, the performance of which requires the full-time or part-time employment of one person.
- (r) "Promotion" shall mean a change of employment from a position allocated to a given pay rate range to a position of a different class allocated to a higher range.
- (s) "Reclassification" shall mean the reallocation of a position to a different class by a change of title and position specification, but does not necessarily involve a change of pay rate range.

(t) “Staff” shall mean all regular employees and the District Manager.

(u) “Transfer” shall mean a change of employment from a position allocated to a given pay rate range to a position of a different class allocated to the same range.

IV. Conditions of Employment

1. Equal Employment Policy

The District fully supports the principles and ideas of the Equal Employment Opportunity concept. The following will continue to be maintained as an established District policy:

1. Recruitment, appointment, training, and promotion of persons in all its position classifications shall be without regard to marital status, race, color, religion, sex, sexual orientation, age, national origin, gender, gender identity, gender expression, genetic information, physical or mental disability, medical condition, military and veteran status or medical condition.
2. Ensure that all employment decisions and processes relating to personnel actions are administered in a manner consistent with the principles of Equal Employment Opportunity.
3. Seek to encourage a harmonious working environment that will assure a cooperative relationship and understanding among all employees, fully recognizing the value of varied cultural and ethnic backgrounds and experiences.
4. Comply with applicable Federal and State guidelines and regulations regarding Equal Employment Opportunity.

5. All employees will be expected to support these concepts and cooperate in the implementation of this plan.

2. Policy on Americans with Disabilities Act/Fair Employment Housing Act

Employment Practices

1. The District shall not discriminate against qualified persons with disabilities in the recruitment, advertising, job application process, employment, training, promotion, layoff, termination, rates of pay, leave of absences, or benefits of individuals.
2. The District shall provide class specifications for each position which shall include the job duties and essential functions requirement of the specific position. Each qualified candidate offered a position shall undergo a post-offer physical examination and drug/alcohol screen by a physician/laboratory selected by the District. The physician shall determine if the candidate can perform the essential functions of the position.
3. Qualified individuals with a disability (as defined by applicable law) who would like to request any form of job accommodation which will allow them to perform the essential functions of their position should direct such requests to the District Manager, or his designee. The District Manager will then schedule a meeting to engage in the “interactive process” to determine what, if any, reasonable accommodations can be implemented. Reasonable accommodations, which do not impose an undue hardship on the District, will be granted in accordance with applicable law.

Public Accommodations

4. The District shall provide reasonable accommodations for individuals with disabilities in all public areas of the District office, including parking, restrooms, public meeting rooms, and lobby.
5. If reasonable accommodations cannot be made, staff will assist individuals with disabilities as practicable as possible.

3. Fair Pay Act Policy

The District follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law.

California's Fair Pay Act and the District prohibit discrimination against any employee who invokes or assists in the enforcement of the Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work, please report your concerns to the District Manager so that appropriate corrective action may be taken.

4. General Requirements

All employees shall hold their position subject to policies established by the Board of Trustees and rules and regulations established by the District Manager. The District Manager may designate any other employee to carry out any of the duties or responsibilities under these policies.

The District manager is an agent of the Board who acts according to its collective will for the discharge of duties provided by law in particular delegated functions.

The District Manager may hire and promote employees in accordance with the following procedures:

1. The number of personnel to be employed in each classification will be determined by the budget which is set annually by the Board of Trustees.
2. Seasonal, temporary, and part-time employees are hired on an hourly basis only. Seasonal, temporary, and part-time employees do not earn vacation leave, or any other benefits, except as explicitly set forth in these policies.
3. All employees shall perform such duties as may be directed by the District Manager or designee.

5. Employment Procedures:

- A. All job vacancies may be advertised at the discretion of the District Manager. The District Manager shall appoint all necessary employees allowed or provided for by these policies. Appointments, promotions, demotions, and dismissals shall be made on the basis of merit and ability. The District Manager shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, and/or training and experience.
- B. All employment applications for unsuccessful candidates shall be kept on file for a period of at least one (1) year and discarded pursuant to the District's records retention policy.
- C. The District Manager shall appoint only persons fulfilling the qualifications set forth in the Classification Plan. The District Manager may fill the position at any step within the pay rate range approved by the Board.
- D. Every person conditionally offered a regular or seasonal position shall: (1) be subject to a background check, including criminal history (post offer) and driving record (applicants whose position requires driving for the District must

have only had one (1) California Vehicle Code point or less on their DMV report within the three (3) years prior to submitting their application); and (2) undergo a physical examination (including a drug and alcohol screen for applicants for safety-sensitive positions) administered by a District designated physician at District expense prior to commencement of employment. Based on the examination report, the District Manager shall determine whether the applicant is qualified for employment. For any employee rehired within one (1) year of termination of employment, the District Manager has the discretion to waive the pre-employment physical examination.

- E. Records of employees kept by the District Manager or his designee shall not be open to public inspection, except as required by law. Employees may examine their own personnel file on their own time by scheduling an appointment with the District Manager, or designee.

V. General Personnel Regulations

A. Regulation of Employees:

- a. A “merit system” is established for appointments, promotions, and demotions for all regular employees.
- b. All employees shall hold their positions subject to policy, rules and regulations established by the Board of Trustees or District Manager.

B. Conflict of Interest Activities:

District employees shall refrain from engaging in any activities which constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of each supervisor to ensure that employees in his or her section refrain from engaging in any activities which constitute a conflict of interest. The following are examples of activities which may involve a conflict of interest:

1. The use of District time, facilities, equipment (except as authorized herein), badge, or uniform for private gain or advantage, or the private gain or advantage of another.
2. The use of prestige or influence of District employment for private gain or advantage, or the private gain or advantage of another.
3. The use of confidential information acquired by virtue of District employment for the employee's private gain or advantage, or private gain or advantage of another.
4. The acceptance of money or other consideration by an employee from any person except the District for the performance of an act which the employee would be required or expected to render in the regular course of hours of his or her District employment, or as part of his or her duties as a District employee.
5. The representation of, or assisting in the representation of, private interests for profit before any board or commission of the District or in court when the District is a party.
6. The solicitation of future employment with a business doing business with the District over which the employee has some control or influence in his or her official capacity at the time of transaction.

C. No Solicitation Policy

Persons who are not employees of the District are not permitted to solicit or distribute anything for any purpose inside District buildings or elsewhere on District property. Employees are not permitted to distribute anything for any purpose during working time, or on nonworking time in working areas. No employee shall damage, deface or

alter any District building or property or employee property by affixing any poster, sign, sticker, or other type of advertising or propaganda or device.

D. Employee Use of District Resources

1. Mobile Phone Usage Policy

The District recommends that employees refrain from using the District mobile phones and two-way radios (hereinafter “cell phones”) while driving. If you must receive or make a call while driving, it is recommended that you carefully pull over to the side of the road when safe to do so to complete the call or, preferably tell the caller that you will call them back once you have stopped driving. As always, safe driving practices should be adhered to. (See Appendix XII Driver Selection and Vehicle Use Guidelines)

2. District Vehicle Use

The District Manager may authorize the use of District vehicles by other District employees outside normal working hours when to do so will serve the interests of the District.

3. District Equipment and Property

District employees who damage District equipment or property due to gross negligence or intentional acts shall be required to pay for repair or replacement of such property or equipment.

4. Employer and Personal Property

Vehicles, equipment, tools, desks, file cabinets, lockers, credenzas and furniture, cell phones, computers and printers, and other property are District property and must be maintained accordingly. They must be kept clean and are to be used only for work related purposes. The District reserves the right to access and/or inspect all District property, without notice to the employee and/or in the employee’s absence. Personal locks are not permitted on desks, cabinets, and lockers or other items. The District will provide you with locks,

keys, and other locking devices, where appropriate, and reserves the right to access such locked items.

E. Good Neighbor Policy

It is each employee's responsibility to encourage and exercise "good neighbor" practice, such as being courteous and respectful to the public and colleagues.

F. Employment of Relatives

The purpose of this policy is to provide guidance and direction to applicants and employees regarding the employment of relatives within the District and to avoid the appearance of impropriety in selection, promotion, and other employment decisions.

District policy prohibits the hiring of relatives. For purposes of this policy, relatives and those holding a familial relationship are defined as: mother, father, brother, sister, child, parent of spouse or registered domestic partner, grandmother, grandfather, grandchild, cousin, aunt, uncle, brother-in-law or sister-in-law.

For business reasons of supervision, security, or morale, the District may refuse to place spouses and registered domestic partners in the same department, division, or facility if the work involves potential conflicts of interest or other hazards greater for such individuals than for other persons. In determining whether there is a greater potential for conflict, the District Manager, or designee, shall carefully assess the actual work setting to determine whether that setting would pose, because of the mutual concerns such individuals are assumed to bear, a potential conflict of interest or other hazard greater for these individuals than other employees. If the potential conflict or hazard is greater, the District shall take such steps to regulate the employment of the individuals to avoid the conflict or other hazard. The District shall attempt to match reasonably the severity of its actions towards

the individual to the degree of the risk and the significance of the potential harm involved.

Where potential conflicts of interest exist, the District retains the right to disqualify one party to the relationship for a position privy to confidential matters who has a spouse or registered domestic partner already in the District's employment, when such relationship could result in the compromise of confidential information.

If co-employees marry (or enter into a relationship similar to marriage, including a registered domestic partnership) or become related by marriage, the District will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security and morale following completion of the assessment discussed above. If such efforts prove to be unsatisfactory, the District reserves its rights to transfer, terminate or reassign said employee as may be appropriate to alleviate the concern.

This policy shall apply to all employees of the District, including both full-time, part-time, temporary, and seasonal positions.

G. Working Hours and Overtime

Due to the nature of operations in the District, it may be necessary that all personnel work additional hours, when called upon by the District Manager. Further, the District Manager may call upon any employee to work outside the District boundaries to maintain vector populations or to assist other vector control agencies or other local agencies.

- a. The normal work week will be forty (40) hours. Specific starting and quitting times will be established by the District Manager and may vary to best fit the needs and expenses of the District. For employees who are assigned to a normal five (5) day

a week, eight (8) hour per day schedule, the work week shall begin at 12:01 am Sunday morning and conclude the following midnight on Saturday.

- b. Rest Period: Employees may be allowed to take one fifteen-minute rest period during each four (4) hours of work performed in a day. If no rest period is taken by an employee at a designated time, the employee may not shorten the work day, work week, or otherwise receive any compensation for this time.
- c. Lunch Period: Employees are required to take an unpaid duty free one-half (1/2) hour lunch period when the shift worked is over six (6) hours in length. (The one-half (1/2) hour is inclusive of any driving time.)
- d. Timekeeping: All non-exempt employees are required to use a time clock to record time worked for payroll purposes. Time worked is calculated based upon the completion of each quarter hour of work. Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action. All time worked must be recorded and shall be paid. Working off the clock is strictly prohibited.
- e. Public Perception: All District employees must remember that as public employees, their activities are closely scrutinized by members of the public. Thus, employees should conduct themselves at all times in a manner that will not bring discredit to the District.
- f. Overtime: Overtime work is authorized work in excess of forty (40) hours per work week. Overtime will not be credited until after the employee has actually worked forty (40) hours within the work week. (Vacation, paid holidays, sick leave and jury duty do not count as hours worked for overtime calculation purposes.)

- g. Fringe Benefits Not Affected by Overtime: Overtime shall not be a basis for increasing retirement, vacation, or sick leave benefits, nor shall it be a basis for advancing completion of a salary step advancement.
- h. FLSA Exemptions for Overtime: The above provisions (excluding(e)) regarding overtime do not apply to FLSA Exempt Employees.
- i. No employee shall earn overtime if attending a conference, workshop, seminar or meeting unless it is authorized by the District Manager and the employee has more than forty (40) worked in the current work week.
- j. Authorization of Overtime Work: All Nonexempt Employees must receive authorization from their supervisor to perform overtime work.
- k. Non-Exempt Employee Use of Communication Devices: Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior written authorization from management. In other words, non-exempt employees shall not review, read, send, or respond to work-related emails outside of their regularly scheduled hours without prior management authorization. Failure to follow this policy will result in disciplinary action.

H. Performance Evaluations

- a. Regular employees will undergo a performance evaluation annually at a minimum. Employees that have undergone a promotion or new hires for regular positions will undergo performance evaluations every four (4) months for the first year in that position.

- b. Seasonal employees will undergo a performance evaluation in November of each year.

I. Personnel Records

- a. The District is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the District in the event of a name or address change.

J. Sick Leave

- a. Officers and employees shall be entitled to sick leave with pay subject to the following conditions:
 - i. Officers and regular full-time employees shall accrue sick leave at a rate of eight (8) hours per month, or 3.69 hours per pay period, irrespective of years of service. The amount of sick leave will be prorated if an employee works less than 80 hours per pay period. The maximum amount of sick leave an employee may accrue is 1,040 hours. Sick leave is available for use on the first day following the payroll period in which it is earned. Sick leave shall not be taken prior to accrual except under extraordinary circumstances approved by the District Manager.
 - ii. All part time, temporary and seasonal employees are eligible for 24 hours of three (3) days' sick leave per year. These employees are entitled to use sick leave beginning on the 90th day of employment with the District. All these employee sick leave balances will reset to 24 hours or three (3) days every January 1st. Any unused sick leave for these employees will be forfeited on December 31 of each year and will not roll over to the next year.
 - iii. To the extent allowed pursuant to applicable law, the District may require that employees who are absent under sick leave for more than

three (3) working days provide a Physician's certificate releasing the employee to return to full performance of the essential functions of the employee's position.

- iv. All employees who are absent shall personally notify their supervisor at least one-half (1/2) hour prior to the start of their shift. Employees must continue to keep their supervisor apprised of their ability to return to work on a daily basis, until such time as the employee can return to work or have delivered a physician's off work order for the period that the employee will be absent.
- v. Sick leave may be used for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's "family member." "Family member is defined as:
 - 1. A child means a biological, adopted, or foster child, legal ward, or a child to whom the employee stands *in loco parentis*. This definition of a child is applicable regardless of age or dependency status.
 - 2. A biological adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child.
 - 3. A spouse or registered domestic partner
 - 4. A grandparent
 - 5. A grandchild
 - 6. A sibling

- vi. Sick leave may also be used for an employee who is a victim of domestic violence, sexual assault or stalking as set forth in the California Labor Code.

A minimum of one (1) hour will be charged against accumulated sick leave.

- b. The District allows for a once per year sick leave cash out, to be paid on the first pay period in January following an irrevocable written election made by the employee in December. The minimum amount of hours that may be cashed out is twenty (20) hours and the maximum is sixty (60) hours. The employee must maintain a minimum of forty (40) hours sick leave in his/her accrual account.

Sick leave will not be paid upon termination of employment.

Employees who are rehired within one year of the date of their termination will have any unused sick leave reinstated.

K. Vacation Time

Vacation time may be accumulated up to two hundred forty (240) hours and may be taken at such time as may be approved by the District Manager. No earned vacation will be accrued in excess of the maximum accumulation, except the District Manager may accrue vacation up to five hundred forty (540) hours.

- i. Every full time regular employee and officer shall be entitled annually to the following number of hours of vacation with pay in accordance with their continuous years of service: Upon completion of years 1 through 4, eighty (80) hours; from the beginning of year 5 through the completion of year 10, one hundred twenty (120) hours; from beginning of year 11 and thereafter; one hundred sixty (160) hours. Vacation shall accrue biweekly in the amount of one-twenty-sixth (1/26) of the annual entitlement.

- ii. The minimum charge against accumulated vacation leave is one (1) hour and vacation leave shall be compensated at the employee's regular rate of pay.
- iii. All vacation leave requests must be submitted to and approved by the District Manager, or designee, at least one week prior to the desired leave date. The District Manager or designee may waive or reduce the one week approval requirement in emergencies as determined solely by the District Manager. Vacation leave taken without approval will be considered leave without pay and may result in disciplinary action. In the event that a regular employee may need vacation leave in excess of the employees' accrued leave, that employee may appeal to the District Manager for an extension of absence from work without pay. Such an appeal and supporting information must be filed in writing, and the appeal is judged on a case-by-case basis.
- iv. All terminated or retiring employees are compensated in a lump sum payment for accrued vacation. Payments will be made on the regular, scheduled paydays.

L. Paid Holidays

Only officers and full-time regular employees of the District shall be entitled to the following thirteen (13) paid holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Veteran's Day

Thanksgiving Day
Friday after Thanksgiving
Christmas eve (December 24th)
Christmas day (December 25th)
New Year's Eve (December 31st)

- i. An FLSA Exempt employee/officer who is required to attend a meeting, conference, or other duty on a holiday scheduled on the District's "Paid Holiday List" shall be entitled to receive a paid eight (8) hour "floating" holiday, for each such full day. Floating holiday(s) must be used within six (6) months. If they are not used, the District Manager may unilaterally schedule the floating holiday(s).

M. Bereavement Leave

With approval from the District Manager, employees are eligible for a maximum of three (3) days bereavement leave, with pay, per occurrence of the death of a member of the employee's family, as defined in the Sick Leave section.

Additional days off, or days not approved as bereavement leave must be pre-approved by the District Manager or designee, and must be charged against accumulated vacation leave.

N. Jury Duty and Witness Leave

A regular employee or officer who is summoned for attendance to any court within the course and scope of their employment or jury duty during normal working hours shall be deemed to be on duty and there shall be no loss of salary for up to ten (10) scheduled working days, but any fees (other than mileage) received shall be immediately paid to the District. In extenuating circumstances, the District Manager may extend the ten (10) day limit of pay for jury duty service. (FLSA Exempt employees are not subject to the ten (10) day limit.) Any employee who is

called to jury duty will immediately notify his supervisor and bring the jury duty notification to the District Clerk. Employees who are called to jury duty during mosquito season are encouraged to request a postponement due to the nature of the work. Temporary and part-time employees shall not be paid for jury duty and shall be entitled to retain jury fees. Any employee absent to be a witness in a private matter shall not be entitled to be paid during such absence. Employees summoned to court as a witness regarding matters within the scope of their employment shall be paid as required by applicable law.

O. Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official statewide election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. An employee will be allowed to take a maximum of two hours of vacation leave for voting time; any additional leave will be unpaid. When possible, an employee requesting time off to vote shall submit the time off request form to his supervisor at least two days prior to the day of the election.

P. Military Leave

Absences on account of military duty are governed by provisions of the Military and Veterans Code and federal law. When an employee is absent on military leave for a specific period of more than six (6) months, the position shall not be filled during said absence, but there shall be automatically established for the duration of said absence an additional regular position in the same class, which shall be automatically abolished upon the return of the employee from military leave under conditions entitling the absent employee to re-employment.

Q. Declared Natural Disaster

In the event and during the periods of an officially declared natural disaster which may affect any portion of the County and notwithstanding any other provision of resolution, the following provisions shall apply:

- i. The District Manager, in order to perform the work of the District or a civil defense function, may employ temporary employees without reference to the salary or classification plans at rates which appear to be prevailing for the type of work to be performed at the time of their employment.
- ii. Any employee who reports to his/her regular or designated place of employment or to a civil defense assignment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who is absent without adequate reason shall not, under the terms of this section, be paid during such absence.

R. Paid Family Leave

All employees who qualify for Paid Family Leave (PFL) benefits are required to use two (2) weeks of earned but unused vacation time prior to receiving PFL payments. Receipt of PFL benefits does not entitle employees to leave of absence and does not provide employees job protection. Employees who are eligible for PFL benefits are required to apply for a leave of absence in accordance with District policy.

S. Leave of Absence Without Pay

- i. Leave of absence without pay may be granted to any employee or officer for any of the following reasons: illness or disability when sick leave has been exhausted; to take a course or study which will increase their usefulness upon return to their position, or for personal reasons acceptable to the District Manager. Leave of Absence without pay shall be approved in writing in advance by the District Manager. Leave of

absence without pay shall not exceed ninety (90) days, unless required by applicable law.

- ii. Under the California Fair Employment and Housing Act, if you are disabled by pregnancy, childbirth or related medical condition, you are eligible to take pregnancy disability leave (PDL). Regulations for PDL are depicted in Appendix IV.
- iii. The District's policy on family leave is contained in Appendix V.
- iv. Any employee absence from work for three (3) consecutive days without prior authorization shall be presumed to have abandoned the position held by the employee and resigned from District employment. However, nothing herein shall prevent the District Manager from taking discretionary measures in such circumstances.
- v. Employees are prohibited from working for other employers or as an independent contractor while on a leave of absence. Employees who violate this policy will be subject to termination.

T. Disciplinary Actions, Dismissal and Review

1. Regulations – All Employees will be expected:

- i. To observe all safety regulations, use safety equipment provided and practice safety at all times.
- ii. To maintain personal appearance by careful grooming and cleanliness; maintain physical and mental capacity to effectively perform the duties and responsibilities of their position.
- iii. To maintain personal affairs and activities so as not to interfere with job performance, operation and reputation of the District.

iv. To perform duties in a competent, courteous and efficient manner.

2. Disciplinary Action: The District Manager shall have full responsibility and authority to discipline and/or discharge employees. Disciplinary actions shall be based on the number of offenses involved and the seriousness of the situation, and may include any one of the following for regular employees:

i. Warning and reprimand: In situations where a verbal warning has not resulted in correction of the condition or where more severe action is warranted, a written reprimand containing a statement of the specific reasons for the action, shall be delivered to the employee and a copy placed in the employee's personnel file.

ii. Suspension and reductions of pay: Where one or more written reprimand(s) have not proven to be effective or where the seriousness of the offense or condition warrants, an employee may be suspended without pay for a period not to exceed thirty (30) calendar days. In addition, employees may have their pay reduced for a specified period in lieu of a suspension without pay. Employees' entitlement to the procedural requirements set forth in the Manual will be determined based upon their at-will status and the value of the reduction in pay, as compared to a suspension without pay. A non at-will regular employee suspended for less than six (6) days shall be entitled to a written notice containing a statement of the specific reasons for the action and, upon request, to an informal hearing before the District Manager, either during or within seven (7) calendar days following the suspension. Suspension of six (6) or more working days of a non at-will regular employee shall require: (1) written notice containing a statement of the specific reasons for the proposed action and informing the employee that he/she will be entitled to an informal hearing with the District Manager to convince him that the proposed

action is not appropriate; and (2) if implemented, a written notice containing a statement of the specific reasons for the action, and shall inform the employee that he/she will be allowed seven (7) calendar days from the effective date of the suspension to file a written request with the District for a personnel hearing before the Board of Trustees. Exempt employees may only be suspended without pay for increments of one (1) or more full days consistent with the requirements of FLSA.

iii. Dismissal: When other forms of disciplinary action have proven ineffective, or where the seriousness of the offense or condition warrants it, the employee shall be terminated. Such termination for a non at-will regular employee shall require: (1) a written notice containing a statement of the specific reasons for the proposed action and informing the employee that he/she will be entitled to an informal hearing before the District Manager to convince him that the proposed dismissal is not appropriate; and (2) if implemented, a written notice containing a statement of the specific reasons for the action, and shall inform the employee that he/she shall be allowed seven (7) calendar days from the effective date of the termination to file a written request with the District for a personnel hearing before the Board of Trustees.

i. Nothing herein shall preclude the District from terminating an employee for the first offense if the seriousness of the action warrants such termination. The determination of seriousness is at the sole discretion of the District Manager or Board of Trustees as applicable. Failure to file a request for hearing within the time specified shall be deemed as waiver of all appeal rights.

3. An employee may be disciplined for acts including, but not limited to, the following:

- i. Dishonesty or theft
- ii. Incompetence
- iii. Inefficiency or negligence in performance of duties
- iv. Neglect of duty
- v. Insubordination
- vi. Absence without leave or poor attendance
- vii. Conviction of a felony, any offense involving moral turpitude, or any offense in connection with or affecting the employee's duties, other than a minor traffic violation. (The District will not pay for the defense of an employee involved in a criminal matter.)
- viii. Discourteous treatment of the public or other employees
- ix. Political activity in violation of federal or state law
- x. Inability to perform assigned duties
- xi. Making a misrepresentation in connection with obtaining or maintaining employment or position
- xii. Conduct either during or outside of duty hours which adversely affects the employee's job performance, operation or negatively affects the reputation of the District.
- xiii. Unauthorized use of District time, equipment or property
- xiv. Falsification of any District records
- xv. Disclosure of confidential information to a person or entity without the District manager's authorization
- xvi. Fighting, physical assault or threat on District time, property or in any way related to District business or personnel
- xvii. Failure to maintain a driving record acceptable to the District or the District's insurance carrier (currently two (2) or more points will result in initiation of termination proceedings).
- xviii. Failure to maintain required training, certificates or licenses
- xix. Removal of files or documents without authorization from the District Manager
- xx. Sexual harassment or unlawful discrimination

- xxi. Spreading rumors or other acts or omissions which damage employee morale
- xxii. Violation of any District regulation, rule, policy, or procedure
- xxiii. Failure to follow the chain of command, except as authorized by District policy
- xxiv. Displaying conduct or behaving in a manner which is disruptive to other employees or their performance

- 4. Exempt employees are not subject to any type of discipline that would jeopardize their exempt status (for example, a suspension without pay of less than one (1) full day).
- 5. Consistent with the District's at-will employment policy, the District reserves its right to use discretion in deciding when and how discipline is imposed for at-will employees. No formal system, procedure or proof of cause is required.

U. Insurance Programs – Group Health, Worker's Compensation, Unemployment and State Disability

a.

Group Health Insurance: All officers and regular full-time employees are eligible to participate in the District's Internal Revenue Code Section 125 Plan after the completion of thirty (30) days of continuous full-time employment.

- i. Employees are required to sign up for group health insurance within thirty (30) days of employment, unless they provide the District with proof of alternative coverage through their spouse or registered domestic partner.
- ii. The District contribution to the Plan shall be determined by the Board of Trustees on an annual basis.

- iii. When an officer or employee is on unpaid leave of absence, the District shall continue to pay the District's contribution to the Health Plan for up to sixty (60) days. (Employees on pregnancy disability leave will have the District's contribution to the health plan continued for up to four months.) Thereafter, it shall be the officer's or employee's responsibility to submit any premiums to the District in a timely manner for any insurance the employee wishes to continue.
- b. Workers' Compensation Insurance: All District employees and officers shall participate in the District's self-insured program.
 - i. The District shall contribute one hundred percent (100%) of the premium as required by the Vector Control Joint Powers Agency.
 - ii. Coverage shall be governed by the rules and regulations of the Vector Control Joint Powers Agency.
- c. Unemployment Insurance: All District officers and employees shall participate in the Unemployment Insurance program. The District shall contribute one hundred percent (100%) of the premium as required by State law.
- d. State Disability Insurance: The officer or employee shall contribute one hundred percent (100%) of the State Disability Insurance premium.

V. Public Employees' Retirement System

- a. General Provisions
 - i. Retirement benefits and related matters for employees are governed by contracts between the District and the Board of Administration of the California Public Employees' Retirement System ("CalPERS"). All officers and regular employees shall participate in CalPERS.

ii. The public Employees' Pension Reform Act of 2013 ("PEPRA") went into effect on January 1, 2013. PEPRA impacts the retirement benefits that the District offers through CalPERS, including mandatory contributions by the District employees that are considered "New Members." For purposes of the District's officers and employees, the term "new member" is defined by California Government Code ("Code") Section 7522.04(f) to include:

1. An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was previously not a member of any other public retirement system.
2. An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to January 1, 2013, but is not eligible for reciprocity pursuant to the Code Section 7522.02(c) and Section 579.3 of Title 2 of the California Code of Regulations.
3. An employee who was an active CalPERS member prior to January 1, 2013, with an employer other than the District, and then after a break in service lasting more than six months, is hired by the District after January 1, 2013.

iii. As a result of PEPRA, the District must have two tiers of retirement benefits, and the tier that applies to an employee will depend on whether he or she is a "new member." The District's employees who were enrolled in CalPERS prior to January 1, 2013, and CalPERS eligible employees who are hired on or after January 1, 2013, who are not "new members," are considered "classic members."

- iv. New members are required to pay for a portion of the cost of their CalPERS retirement benefits and the District may not pay any portion of the amount that New Members are required to contribute. This mandatory employee contribution amount for New Members is not a fixed amount. It is set by CalPERS on an annual basis. The mandatory employee contribution for New Members will be equal to 50% of the annual actuarially determined “normal cost” attributable to the 2% at 62 benefit plan, rounded to the nearest quarter of one (1) percent. The District will inform New Members of the amount of the mandatory employee contribution when CalPERS informs the District each year.

W. Lactation Accommodation Policy

The District provides employees the right to request lactation accommodation in accordance with California law. The District will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk for the employee’s infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with the rest time authorized for the nonexempt employee shall be unpaid.

The District will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.

The room shall be safe, clean and free of hazardous materials. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The employee shall also have access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee’s workspace. If a refrigerator cannot be provided, the District may provide another cooling device suitable for storing milk, such as a company-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Employees who require lactation accommodation should contact District Manager. If the District cannot provide break time or a location that complies with California law the District will provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee's lactation rights under California law.

Rights of Victims of Domestic Violence, Sexual Assault and Stalking

1. Your Right to Take Time Off:

- You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave. Even if you do not have paid leave, you still have the right to time off.
- In general, you do not have to give your employer proof to use leave for these reasons unless it involves an unscheduled absence.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note of similar document.

2. Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

3. Your Right to be Free From Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner’s Office against your employer if he/she retaliates or discriminates against you.

VI. Travel and Other Expenses Policy

This policy shall apply to Board members, District officer(s) and employees hereinafter referred to as “traveler” for travel mileage and use of District-owned and privately-owned vehicles and any expenses incurred by any traveler in the course of conducting District business. This policy also applies to any expenses incurred by Board members in performing their duties as Trustees. In accordance with applicable law, the District indemnifies employees for all necessary expenditures or losses occurred by the employee in direct consequence of the discharge of his/her duties, or of his/her obedience to the directions of the District management.

A. Travel by Board Members

- a. Board members shall choose their own mode of travel. They must choose the most economical and efficient mode of travel. Any Board member, at their own discretion, may seek assistance of the District office in making reservations or travel arrangements. All expenses incurred by the Board member during travel or for conducting District business must be substantiated by a receipt and/or Travel Expense Reimbursement Form.
- b. All expenses for Board members must be approved as an individual action item by the Board within the next three meetings following the

Board member's attendance at the event. Board members must give a report on the event attended. No advance for any expenses, including, but not limited to, airfare, registration or meals, shall be granted to any Board member prior to the attendance of an event.

B. Board members must purchase airline tickets at least three weeks prior to his/her travel and make all other reservations including lodging and registration in a timely manner. Any additional expenses incurred due to travel itinerary changes shall not be reimbursed unless the travel change was caused by an emergency or other act out of the Board member's control. Any late fees or high room rates must be borne by the Board member in the event timely reservations were not made. Claims Procedures

a. The District Manager shall establish procedures regarding preparation and filing of documents and payment of expenses for Board members and employees. All expenses related to meetings/conferences/seminars incurred by Board members must be approved by Board action prior to reimbursement to individual Board member.

C. Reimbursement for travel

a. The following allowable expenses and reimbursement limitation are established for travel:

i. Private auto mileage shall be reimbursed at the maximum rate allowed by the IRS regulations

ii. Air travel reimbursement shall be equivalent to air coach fare from Ontario, Los Angeles, Orange County or other local airports to the destination or nearest available airport thereto.

iii. The actual cost, if paid from personal funds for lodging, public transportation, taxi, car rental, parking, business related phone calls, limited personal calls, registration, and tuition shall be reimbursed. The cost incurred by an individual shall be

substantiated by a receipt. In the event a receipt was not obtained, but expenses were incurred by an individual, then "Travel Expenses Reimbursement Form" (Appendix X) must be filled out describing the nature of the expenditure and signed by the individual to be reimbursed. Upon approval of authorized expenses by the District Manager (or, in the case of Board member expenses, the Board's approval), the reimbursement shall be made to the traveler.

- iv. In lieu costs for meals and gratuities, a daily allowance of seventy dollar (\$70.00) per day may be granted to the traveler. In the event the District pays for meal(s) as part of the registration, then the cost of such meal(s) will be deducted from the traveler's daily allowance at the rate of fifteen dollars (\$15.00) for breakfast, twenty (\$20.00) for lunch and thirty-five dollars (\$35.00) for dinner. A traveler may be entitled to the full daily allowance if travel time exceeds twelve (12) hours, otherwise allowance shall be prorated at the above rate. For authorized meal(s) within the local area, employees and Board members shall turn in their receipt for reimbursement.
- v. An advance for meal(s) or other expenses may be granted by the District Manager to the authorized employee. Any personal expenses charged to a room by an employee must be accounted for in the "Travel Expense Reimbursement Form" immediately upon the traveler's return.
- vi. An employee may charge incidentals to their room if no advance has been received by the employee. If an employee has received an advance, then the employee must pay all incidentals from the advance prior to checking out.

VII. Tuition reimbursement/loan

1. The tuition reimbursement/loan program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will:
 1. Educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their jobs; or
 2. Help prepare them for advancement to position of greater responsibility in District service
2. Eligibility of courses: The following criteria shall be used in determining the eligibility of courses for a tuition reimbursement/loan:
 1. Courses must be related to the employee's job;
 2. Courses must have reasonable potential for resulting in savings or in more efficient service to the District;
 3. Courses must be taken on employee's own time, unless otherwise authorized; and
 4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.
3. Ineligible courses: Courses are not eligible for a tuition reimbursement/loan if they:
 1. Are taken to bring unsatisfactory performance up to an acceptable level;
 2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;

3. Duplicate available in-service training; or

4. Duplicate training which the employee has already acquired.

4. Eligibility of employees:

Only full-time regular employees and officers whose job performance is satisfactory, are eligible for a reimbursement/loan. Conventions, nonacademic workshops, institutes, etc., are not ordinarily included in the tuition reimbursement/loan program because such programs are often given by non-accredited institutions, involve District time, considerable travel expenses and are not easily comparable to any other programs. However, with the approval of the District Manager, exceptions may be made for individual requests if:

1. An employee can only receive a specialized course from a non-traditional institution; and

2. The program meets the other criteria previously outlined.

5. Nature of reimbursement/loan

1. A reimbursement/loan may be made for tuition, registration fees, and laboratory fees. Expenses for parking, travel, meals, books, processing fees for admittance to a university or college, and other incidental costs are not reimbursable.

2. A reimbursement/loan shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, of B or its equivalent in a graduate level course. No reimbursement shall be made for audited courses or incomplete courses.

6. Reimbursement/loan

1. The maximum reimbursement that may be received by an employee from the District in a fiscal year shall be five hundred dollars (\$500.00). For an officer or an FLSA exempt employee, this amount shall not exceed one thousand dollars (\$1,000.00). It is intended that this program be administered to assist as many qualified employees as possible and the five hundred dollars (\$500.00) mentioned here is established as a maximum and not as a guarantee.
2. No employee will be reimbursed for expenses totaling less than five dollars (\$5.00) for a single course.
3. Reimbursement received from other sources for tuition, registration fees, and/or lab fees will be deducted from the cost of such expenses in determining the amount which the District will pay.

7. Request procedure

1. The employee shall apply for a tuition reimbursement/loan through normal supervisory channels within ten (10) calendar days after the starting date of the course.
2. The District Manager shall evaluate the request for a reimbursement/loan and make the final approval or denial.
3. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the District as soon as possible. The employee shall also evaluate the course as to its benefits to the employee and District, and submit the evaluation to the District Manager.
4. Upon receiving the proper certification and grade by the institution, the employee shall be reimbursed after approval of the reimbursement/loan amount by the Board of Trustees at the regular meeting. The reimbursement/loan shall be forgiven if the employee completes two years of

continuous District employment following the date of reimbursement. If the employee completes one year of continuous employment from the date of the reimbursement/loan, fifty percent (50%) of the reimbursement/loan shall be forgiven and the employee shall be required to repay the remainder to the District in equal monthly installments over a 12-month period beginning upon termination of employment. If the employee completes less than one year of continuous employment, the employee shall be required to repay the entire amount of the reimbursement/loan over a 12-month period beginning upon termination of their employment. The first payment shall be due upon the date of termination of the employee's employment with the District and deducted from their final paycheck. All employees participating in the program will be required to sign a written deduction authorization.

VIII. Grievance Procedure

A. Purpose and exceptions

- a. This policy shall apply to all employees.
- b. The purpose of this policy is to provide a procedure by which an employee may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction.
- c. Specifically excluded from the grievance procedures are subjects involving the amendment of state or federal law; District Board of Trustees resolutions, ordinances or minute orders, including decisions regarding wages, hours, terms and conditions of employment. Also excluded are disciplinary action and work performance evaluations.

B. Grievance procedure steps

- a. Level 1 – Preliminary Informal Resolution: Any employee who believes he/she has a grievance shall present the evidence thereof verbally to his/her immediate supervisor within seven (7) calendar days after the employee

knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within seven (7) calendar days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

- b. Level 2 – Formal Resolution, District Manager: If the grievance has not been resolved at Level 1, the grievant must present his/her grievance in writing on a form provided by the District (Appendix VII) to the District Manager within fourteen (14) calendar days after the occurrence of the act or omission giving rise to the grievance. The statement shall include the following:
 - i. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied, or misinterpreted;
 - ii. The circumstances involved;
 - iii. Any witnesses;
 - iv. The decision rendered by the immediate supervisor at Level 1; and
 - v. The specific remedy sought.
- c. Manager’s Response: The District Manager shall communicate his/her decision within seven (7) calendar days after receiving the grievance. The decision will be in writing setting forth the reasons and will be transmitted promptly to all parties in interest.

C. Basic rules

- a. If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.
- b. By agreement in writing, the parties may extend any and all time limitations of the grievance procedure.
- c. A copy of all formal grievance decisions shall be placed in the employee's personnel file.

IX. Policy Against Employee Harassment and Discrimination

Policy Statement -- The District strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex, gender, sexual orientation, gender identity, gender expression, genetic information, race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, age (over 40), marital status, military and veteran status, or any other protected class under applicable law.

Application

- A. This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
- B. This policy applies to all officers and employees of the District, including, but not limited to, full- and part-time employees, per diem employees, temporary employees, and persons working under contract for the District.
- C. Harassment Defined: Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:

- (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment;
 - (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
 - (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- D. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
- (1) Kidding or joking about sex or membership in one of the protected classifications;
 - (2) Hugs, pats, and similar physical contact;
 - (3) Assault, impeding or blocking movement, or any physical interference with normal work or movement;
 - (4) Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;
 - (5) Threats intended to induce sexual favors;
 - (6) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
 - (7) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
 - (8) Prolonged staring or leering at a person;
 - (9) Similar conduct directed at an individual on the basis of race, color, ancestry, national origin, religious creed, physical disability, mental

disability, medical condition, age (over 40), marital status, military or veteran status, sexual orientation, gender identity, gender expression, genetic information, or any other protected classification under applicable law.

E. Internal Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment or discrimination by coworkers, supervisors, managers, clients or customers, visitors, vendors, or others (including third parties) should immediately notify his or her supervisor or, in the alternative, the District Manager, depending on which individual the employee feels most comfortable in contacting. If the complaint is against the District Manager, the employee should notify the President of the Board.
- (2) Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to report it to the District Manager so the District can try to resolve the claim internally.

F. External Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a complaint with the California Department of Fair Employment and Housing ("the DFEH"). The phone number for the DFEH is located in the phone book under government agencies.

G. Investigation

- (1) Upon the filing of a complaint with the District, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be

investigated. The District Manager is the person designated by the District to investigate complaints of harassment and/or discrimination. The District Manager may, however, delegate the investigation to qualified, impartial personnel at his/her discretion. In the event the harassment or discrimination complaint is against the District Manager, a different investigator shall be appointed by the President or the Board of Trustees. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.

- (2) Charges filed with the DFEH are investigated by the DFEH.

H. Internal Documentation Procedure

- (1) When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the Human Resources Director.
- (2) The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the District Manager.
- (3) Based on the report and any other relevant information, the District Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made

constitutes unlawful harassment or unlawful discrimination. In making that determination, the District Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be made on a case-by-case basis by the District Manager. All investigations should be closed in a timely manner.

- I. Confidentiality -- All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.
- J. Remedies
 - (1) Remedial Action
 - (a) If the District Manager determines that the complaint of harassment or discrimination is founded, the District Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
 - (b) Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the District's operations.
 - (2) In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement

between the parties. If not settled, the DFEH may issue a determination on the merits of the case.

- (c) Where a case is not settled, the DFEH may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the DFEH for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.
- (d) In the alternative, the DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

K. Retaliation -- Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the District or the DFEH, is strictly prohibited by state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

L. Employee Obligation

- (1) Employees are not only encouraged to report instances of harassment or discrimination, they are obligated to report instances of harassment.
- (2) Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:
 - (a) Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and

- (b) Fully and truthfully making a written report or verbally answering questions when required to do so during the course of a District investigation of alleged harassment or discrimination.
- (3) Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment shall be grounds for disciplinary action, up to and including, termination of employment.

M. Training – The District will provide appropriate training to employees as required by applicable law.

X. Policy Against Workplace Violence

- A. The District recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. The safety and security of the District’s employees are paramount. Therefore, the District has adopted this policy regarding workplace violence.
- B. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the District or that occur on District property or in the conduct of District business off District property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in District operations, including, but not limited to the District’s personnel, contract workers, temporary employees, and anyone else on District property or conducting District business off District property. The District also prohibits bringing weapons of any kind (including, but not limited to, firearms, knives and explosives) onto District property or carrying them in District vehicles unless authorized in writing by the District Manager. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

- C. This policy is intended to bring the District into compliance with existing legal provision requiring employers to provide safe workplace; it is not intended to create any obligations on the District beyond those required by existing law.
- D. Workplace violence is any conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his/her personal safety or the safety of his/her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more District employees. Workplace violence may involve any threats or acts of violence occurring on District premises, regardless of the relationship between the District and the parties involved in the incident. It also includes threats or acts of violence that affect the interests of the District or that may lead to an incident of violence on District premises. Threats or acts of violence occurring off District premises that involve employees, agents, or individuals acting as a representative of the District, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:
1. Threats or acts of physical or aggressive contact directed toward another individual;
 2. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
 3. The intentional destruction or threat of destruction of District property or another employee's property;
 4. Harassing or threatening phone calls;
 5. Surveillance;
 6. Stalking;
 7. Veiled threats of physical harm or similar intimidation; and
 8. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the District's legitimate interests. Workplace violence does not

refer to occasional comments of a socially acceptable nature, such as, references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

- E. Any person who engages in a threat or violent action on District property may be removed from the premises as quickly as safety permits and may be required, at the District's discretion, to remain off District premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgement will be made by the District as to what actions are appropriate, including possible medical evaluations and/or disciplinary action, including termination.

Once a threat has been substantiated, it is the District's policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of the District should be interpreted in a manner that prevents the making of the necessary decisions.

The District will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the District. In making this determination, the District may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred or may occur. It is every employee's responsibility to report violations of this policy to the District Manager as soon as possible.

XI. Drug and Alcohol Abuse

A. Purpose: It is the desire of the Board of Trustees that all environments of District employees be safe and productive and free of the influence of drugs (including, but not limited to, marijuana in all its forms, which remains illegal under federal law), alcohol and/or other controlled substances. The Board of Trustees is concerned with the physical safety of all employees, potential damage to property and equipment, the mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees, the public and their families by the inappropriate use of controlled substances.

B. Use

1. The use (except as prescribed by a physician), sale, possession, purchase or transfer of drugs, alcohol and/or other controlled substances by any District employee or officer on District property or work sites or while said employee or officer is engaged in District business is prohibited. Employees who are taking prescription or other medication which may impact their ability to safely or efficiently perform their job should notify the District Manager. The District Manager may request the employee to provide a note from their physician indicating that the employee can safely and efficiently perform all of their essential functions while taking the medication.
2. Employees and officers are also prohibited from being under the influence of drugs, alcohol and/or other controlled substances during hours of work (including all breaks) where such substances could impair the fitness of an employee to perform his/her work or impact the safety of others.
3. Commission of any of the actions described above will subject the employee to a disciplinary action up to and including termination. At the discretion of the District Manager, the employee may be terminated even for a first offense.

C. Definition of Under the Influence

For the purposes of applying this policy, being under the influence of drugs, alcohol and/or other controlled substances means being impaired in any way which would prevent the employee from fully and proficiently performing job duties or having a detectable amount of said substances in one's body.

D. Testing

1. All Employees

To ensure that employees, property and equipment are not endangered by other employees who are involved with, or under the influence of drugs, alcohol and/or other controlled substances, any employee whose conduct, appearance, speech or other characteristics create a reasonable suspicion of involvement with or influence of said substances will be taken to a laboratory or medical facility and may be subject to an examination by a qualified physician at District expense and/or tested for drugs and/or alcohol. If examined by a physician, the physician will determine if a drug/alcohol test is warranted.

2. Employees in Safety-Sensitive Positions

Employees in safety-sensitive positions (all vector control technicians, scientific operations director, vector ecologist, assistant vector ecologist, laboratory associate, biologist, maintenance specialist, operations director, field supervisor and any other positions designated by the District Manager in consultation with legal counsel) are subject to random testing and post-accident testing for drugs and alcohol due to the dangers inherent in these positions which present unique hazards to co-workers and the public at large. As these positions are required to drive District vehicles, work with potentially hazardous pesticides and other dangerous substances, and/or dangerous equipment, the Board finds that the

immediacy of the threat of injury from mis-performed duties and the irremediable consequences resulting therefrom warrants such testing.

- (a) Post-accident testing will occur as soon as practicable following an accident involving a vehicle. The District will test for alcohol and controlled substances for each surviving employee if the accident involved serious bodily injury to any person, serious damage to a vehicle or vehicles (defined as damage of \$5,000 or more), disabling damage to any motor vehicle requiring tow-away, or the employee receives a citation for a moving traffic violation. Post-accident alcohol tests should be administered within two hours following the accident.
- (b) A random, unannounced drug and alcohol test will be administered to at least 50% of the total number of covered employees per year, and all covered employees must be tested at least once within two years. Some employees may be tested more than once in a year.

Each covered employee will initially have an equal chance at selection for random testing and will remain in the selection pool even after being tested. The basis for random selection will be by a random number generation method.

On the date an employee is selected for random drug and alcohol testing, his/her supervisor will ensure his/her duties are covered. The employee will receive a written notice in the morning indicating the time he/she is to report to the lab for testing.

3. Positive Tests

If the test is positive for one or more drugs, a confirmation test will be conducted. An initial positive test for alcohol will also require a confirmatory second test.

4. Medical Review Officer

All drug test results will be reviewed and interpreted by a physician designated by the District before they are reported to the employee and then to the District. With all positive drug tests, the physician (a.k.a. medical review officer (“MRO”)) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If such documentation is provided and the MRO determines that there was a legitimate medical use for the prohibited drug, the test may be reported to the District as “negative.”

5. Post-Positive Test Requirements

If an employee tests positive and is not terminated, the employee:

- (a) Must be removed from performing any safety-sensitive functions and immediately placed in an unpaid status (unless they request use of accrued sick leave);
- (b) Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment for his/her alcohol or drug abuse. The District is not required to pay for this treatment.
- (c) Shall not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.02 and/or a negative result on a controlled substance test; and
- (d) Will be required to submit to unannounced follow-up testing if he/she has been returned to his/her safety-sensitive position.

E. Treatment Options

The District will advise an employee who engages in conduct prohibited under this policy of the available resources for evaluation and treatment of

drug/alcohol problems, including the names, addresses, and telephone numbers of Substance Abuse Professionals (SAPs), counseling, treatment programs or other available services.

An SAP is a licensed physician, licensed or certified psychologist, social worker, employee assistance professional or an alcohol and drug abuse counselor certified by the National Association of Alcohol and Drug Abuse Counselors Certification Commission (NAACAC) with specific knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. Each employee who violates these rules must be evaluated by an SAP to determine whether the employee needs assistance resolving problems associated with alcohol misuse and/or drug use, and if necessary, a referral for further treatment.

Before returning to duty, each employee identified by the SAP as needing assistance must: (1) be evaluated again by an SAP to determine whether the employee has successfully complied with any treatment program prescribed following the initial evaluation; (2) undergo a drug and/or alcohol test to satisfy established acceptable results for return to duty; and (3) be subject to a minimum of six (6) unannounced, follow-up drug and/or alcohol tests over the following 12 months.

The District will require that the SAP who determines assistance is necessary does not refer the employee to the SAP's private practice or a facility in which the SAP has a financial interest.

The District has no obligation to provide or pay for needed treatment.

1. If a qualified physician, as a part of the examination specified above, determined that an employee is not capable of working safely, said employee

will be transported to his/her home by a supervising employee and not allowed to drive himself/herself home.

2. Immediately prior to reporting for drug/alcohol testing, all employees shall complete the Consent and Authorization forms (Appendix VIII) to be kept on file in the District office.

F. Disciplinary Action

1. Presence or detection of alcohol or any controlled substance or their metabolites in body fluids or breath of an employee will result in disciplinary action, up to and including termination. Failure to fully comply with a request to submit to testing or otherwise follow this policy will also result in discipline, up to and including termination.

A “refusal to submit” to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- a. A refusal to take a drug or alcohol test;
- b. A failure to report to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- c. A failure to remain at a testing site until the testing process is complete or other follow up;
- d. A failure to permit the observation or monitoring of the provision of a urine sample when required;
- e. A failure or inability to provide a sufficient amount of urine, breath or saliva when directed without a valid medical explanation;
- f. A failure or refusal to take a second test as directed following a negative dilute result;

- g. A failure to undergo an additional medical examination as directed as part of the verification process or other follow up;
 - h. A refusal to complete and sign the testing form and/or disclosure of medical information form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
 - i. Tampering with or attempting to adulterate the urine or breath specimen or collection procedure;
 - j. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager, who will make a determination whether to send the employee for a post-accident drug and/or alcohol test, was not obtained.
2. The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or other controlled substance may be waived or held in abeyance by the District Manager pending said employee's attempt at rehabilitation. The District Manager has discretion to handle each case individually with factors such as the employee's frequency of use, commitment to rehabilitation, and type of substances taken into consideration regarding the waiving of penalties.
3. Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee:
- a. Successfully complete an approved rehabilitation program;
 - b. Faithfully comply with maintenance and therapeutic measures (e.g. attendance at Alcoholics Anonymous or Narcotics Anonymous meetings); and
 - c. Be subject to random testing without further reasonable suspicion.

4. Discipline or termination should not be taken until an appropriate investigation has been completed.

G. An employee who is found to have brought drugs, alcohol or other controlled substances onto District property or work sites and/or to have provided them to other employee(s) may be terminated without recourse to rehabilitation programs.

H. Compliance with federal and state law

The intent of this policy is to comply with current applicable federal and state law concerning drug and alcohol testing. Issues or inconsistencies that are not addressed in this policy will be determined by referring to applicable federal and state law and regulations governing drug and alcohol testing. The District reserves the right to make changes to this policy at any time for the purposes of complying with federal and state law or regulation as it exists now or as it may be amended.

XII. Dress Code, Uniforms, and Protective Clothing

A. Employees are expected to dress in a professional manner appropriate to the nature of their work. All jewelry worn by employees must be appropriate, not detract from a professional appearance and not pose any safety hazards. Employees shall not have visible piercings, except for earrings. Any non-conforming piercing must be removed, covered with a bandage, or replaced with a clear, plastic spacer during work hours. Employees shall not have visible tattoos on the head, neck or face. Any tattoos should be covered so they are not visible. If you have questions about what is appropriate work attire, please ask the District Manager.

B. [For personnel required to wear a respirator for pesticide applications, the areas of the face where the seal is formed must be free from facial hair or stubble.](#)

C. The cost of District-approved uniforms and/or protective clothing that employees are required to wear shall be paid by the District. Employees shall be required to sign a deduction authorization for all uniforms and protective clothing issued by the District (Appendix VI). Field employees will wear District-approved boots or shoes at all times during the [workday](#). Each field employee will be reimbursed for the purchase of approved footwear annually upon the presentation of a valid receipt, up to the maximum amount allowable at the time the boots were purchased.

1. Footwear will be of a boot-like design affording optimal ankle support and having a non-skid traction sole. At a minimum, a quality “seven inch” hiking boot may be acceptable. A [high-top](#) athletic shoe is NOT acceptable. Though not required, steel-toed footwear may be used, but the toe must meet the requirements of the California General Industry Safety Orders (Title 8).

D. When an employee for whom said uniforms and clothing were purchased is terminated for any reason, then all uniforms and protective clothing shall be returned to the District in good condition.

E. Uniforms are only to be worn on duty hours. Employees are not authorized to wear their uniforms outside of the normal work day.

F. In the event, an employee deliberately, or due to gross negligence, damages the uniform or protective clothing, the employee shall defray the cost of repair or replacements. The District has the option to withhold repair or replacement costs from the employee’s [paycheck](#) provided that employee has signed a deduction authorization.

XIII. Safety

A. General Provisions

1. Each employee must exercise good safety practices and encourage others to do so as well. No employee shall be required to work under conditions dangerous to the employee's health or safety.
2. The District shall make every reasonable effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisor. Employees shall follow safe practices and obey safety rules during the hours of their employment.
3. Any employee who either does not receive an answer to a safety question from his/her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the District Manager.
4. Any employee who is directed to perform a task which the employee, in good faith, feels is unsafe may request an immediate investigation from the District Manager. During the period that the District Manager is conducting an investigation, the employee will be assigned to other work with no loss of earnings. If the District Manager concludes that the task complained of is safe, the employee shall perform the work as instructed.
5. The District shall furnish all necessary equipment for employees to perform their job in a safe manner. Employees are prohibited from using any tools or equipment not issued by the District unless prior written approval from the District Manager is obtained.
6. Wherever practicable, the District shall provide the necessary first aid kits in each building and vehicle.

7. The District shall provide first aid training for at least one employee.

B. Media Use in the Field

1. All employees are expected to follow all Driver Guidelines contained in Appendix XII.
2. Absolutely no visual media usage is allowed in the field.
3. For audio media, the following rules apply:
 - a. No audio media can be used while performing service requests, pesticide applications, or interacting with the public or members of other agencies.
 - b. While utilizing audio media, one ear must remain unobstructed to maintain situational awareness. All employees must maintain the minimum of single ear aided hearing.
 - c. Employees are not allowed to cross a street or highway while engaged in a phone call or while viewing a mobile electronic device.
 - d. If adjustments must be made to your audio media (e.g. volume, selection), employees must stand still to make the adjustments.
 - e. If your audio media disturbs/disrupts another employee, it must be turned off as soon as it is safe to do so.

XIV. District Mail

Under the direction of the District Manager, the District Clerk or Administrative Assistant is responsible for opening and date stamping all mail received by the District, except that mail which is marked personal and/or confidential or is from an attorney/law firm. (Mail marked personal and/or confidential or that is from an attorney/law firm shall not be opened and shall be delivered immediately to the District Manager.) Immediately after opening, the mail shall be delivered directly to the District Manager. Employees are discouraged from having personal mail delivered to the District.

XV. Electronic Systems, Confidentiality, Access and Disclosure Policy

A. Purpose

1. The purpose of computer and other electronic systems, including, not but limited to, word processing, text messages, electronic and voice mail (hereinafter collectively referred to as “E-mail” or “Electronic systems”) are

to provide an efficient and effective means of internal and external communications. This policy addresses access to and the disclosure of information from such Electronic systems.

2. The District's Electronic systems are a business tool. These systems will be used in a professional manner for legitimate business purposes only (except as set forth in Section C) and, at all times, remain the property of the District.

B. Access and Disclosure

1. Because all E-mail systems remain the property of the District and are for official District use only, records, files, transmissions, passwords, and other products or contents of these systems are not confidential; therefore, employees can have no expectation of privacy in any documents or other materials they write, receive, store, or send in the use of these systems.
2. The District reserves the right to access, copy, search, inspect, read, and disclose all products and contents of these systems for any purpose. The District reserves the right to monitor use of these systems to prevent abuse, enforce other policies, and access information. Access may occur in situations including, but not limited to, those indicating impropriety, violation of District policy, legal requirements, suspected criminal activities, breach of system security, or to locate substantive information or monitor employee performance and conduct.
3. All passwords must be provided to the District Manager in writing. Any changes to the password must be approved by the District Manager in writing.
4. The contents of these systems may be disclosed within or outside of the District without employee permission.
5. The District has unlimited access to protect the security of these systems of the District's property rights.

C. Personal Use

3. Incidental and occasional personal use of the E-mail systems covered by this Policy is permitted within the District, but such use will be treated no differently from official use. There is no expectation of privacy with respect to such personal use as such use is subject to the same access and review rights of any other use of these systems.

D. Guidelines for use of E-mail

1. The District's E-mail system is for official District business and shall not be used for unrelated purposes, including, but not limited to, the following:
 - a. To send "chain" or similar type of "letter."
 - b. To send documents in violation of copyright laws.
 - c. To knowingly open mail not directed to you.
 - d. To use for personal or social purposes other than occasional, incidental use permitted by Section C.
 - e. To send messages in violation of District security policies.
 - f. To forward electronic message without a legitimate business purpose under circumstances likely to lead to embarrassment of the sender or to violate the clearly expressed desire of the sender to restrict additional dissemination.
2. Avoid "carbon copying" individuals who have no direct involvement or "need to know." Likewise, group E-mails should only be used on very rare occasions when every person on the system has a direct need to know. E-mail communications should only be disclosed to authorized employees.

3. Avoid “forwarding” E-mail to a third party unless necessary (see “carbon copying”). When forwarding, explain the reason for the forwarding action and edit out any potentially inappropriate contents. If in doubt about the appropriateness of forwarding a given piece of mail, check with the originator or your supervisor for guidance.
4. When sending an E-mail requiring “action,” be sure to indicate which “to” addressee(s) is/are to take the action.
5. Do not write anything in an E-mail message that could prove embarrassing or compromising to you or others. Despite what you may think, E-mail is not a “private” system (See District policy regarding access and disclosure)
 - a. Do not leave any voice mail message that could prove embarrassing or compromising to you or others.
6. Avoid potentially contentious exchanges through E-mail.
7. Remember that you are solely responsible for the management of your mailbox and its associated folders. E-mail documents will remain in a folder until you “delete” or “trash” them. Even then they still exist in your “wastebasket.” “Wastebaskets” can be purged manually or automatically by the setting the purge cycle.
8. Use common sense in determining when to use E-mail, in what is said and to whom.
9. Language, pictures, or other items which are insulting, offensive, disrespectful, demeaning, or sexually suggestive will not be tolerated. This includes, but is not limited to, viewing, sending, or receiving pornography. If you inadvertently receive a pornographic or otherwise prohibited E-mail, you

should notify the District Manager immediately. Harassment of any form, sexual or ethnic slurs, and obscenities, or any representation of obscenities, or sending anonymous communications is strictly prohibited. Sending a carbon copy of these types of offensive E-mail messages to a separate party will not be tolerated. Failure to comply will result in disciplinary action up to and including termination.

10. If you have received E-mail or other message in violation of this policy, you must contact the District Manager immediately.

It is important to understand that electronic communications are the property of the District, are subject to complete access, copying and review by the District Manager, may be subpoenaed by a court of law, may be subject to the Public Records Act and are not subject to a right of privacy.

XVI. Social media policy

- A. The District understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all officer and employees who work for the District.

- B. Know and follow the rules: Carefully read these guidelines, the District Good Neighbor Policy, the District Electronic Systems, Confidentiality, Access and Disclosure Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

- C. Be respectful: Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Grievance Procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or District policy.
- D. Be honest and accurate: Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the District, fellow employees, members, customers, suppliers, or people working on behalf of the District or competitors.
- E. Post only appropriate and respectful content
1. Maintain confidentiality of District trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal District-related confidential communications.
 2. Do not create a link from your blog, website, or other social networking site to a District website without identifying yourself as a District associate.

3. Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow employees, members, customers, suppliers, or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as, “The postings on this site are my own and do not necessarily reflect the views of the West Valley Mosquito and Vector Control District.”
- F. Using social media at work: Refrain from using social media while on work time or on equipment provided by the District, unless it is work-related as authorized by the District Manager. Do not use District e-mail addresses to register on social networks, blogs or other online tools utilized for personal use.
- G. Retaliation is prohibited: The District prohibits negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.
- H. Exception: Nothing in the District’s Social Media Policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours or other terms and conditions of employment. District employees have the right to engage in or refrain from such activities.
- I. Media Contacts: Employees should not speak to the media on the District’s behalf without the District Manager’s approval. All media inquiries should be directed to the District Manager or the Community Outreach Coordinator.

Appendices

Appendix I:	Acknowledgement of Receipt
Appendix II:	At-Will Employment Agreement
Appendix III:	Organizational Chart
Appendix IV:	Your Rights and Responsibilities as a Pregnant Employee
Appendix V:	Policy on Family Leave
Appendix VI:	Agreement for Payroll Deductions
Appendix VII:	Employee Complaint/Grievance Form
Appendix VIII:	Consent for Drug and Alcohol testing
Appendix IX:	Authorization for use or disclosure of medical information
Appendix X:	Travel expense form
Appendix XI:	Pepper spray guidelines
Appendix XII:	Driver selection and vehicle use guidelines

Appendix I

ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the West Valley Mosquito and Vector Control District Personnel Policies and Procedures Manual (hereinafter “Manual”), dated [January 26, 2021](#). I understand its contents. I understand that if I have any questions about the Manual or its contents, I am to discuss them with the District Manager.

I recognize that this Manual supersedes and replaces any previous Manuals, and to the extent that provisions of this Manual conflict with previously issued policies or practices, whether or not such policies and practices were contained in a Personnel Policies and Procedures Manual, this Manual shall prevail. I agree that changes in the policies set out in the Manual are not valid unless made and approved, in writing, by the Board.

Employee’s Name: _____

Employee’s Signature: _____

Date: _____

Witness: _____

Date: _____

Appendix II

This is a legal document. Do not sign it unless you have read and understand the entire Agreement, and agree that its contents are true.

West Valley Mosquito and Vector Control District
At-Will Employment Agreement

Your employment with West Valley Mosquito and Vector Control District (“District”) is for no definite term or period of time, and thus, it is “at-will.” In other words, you may terminate your employment with the District at any time; and, the District may terminate your employment at any time, without having to prove cause or justification.

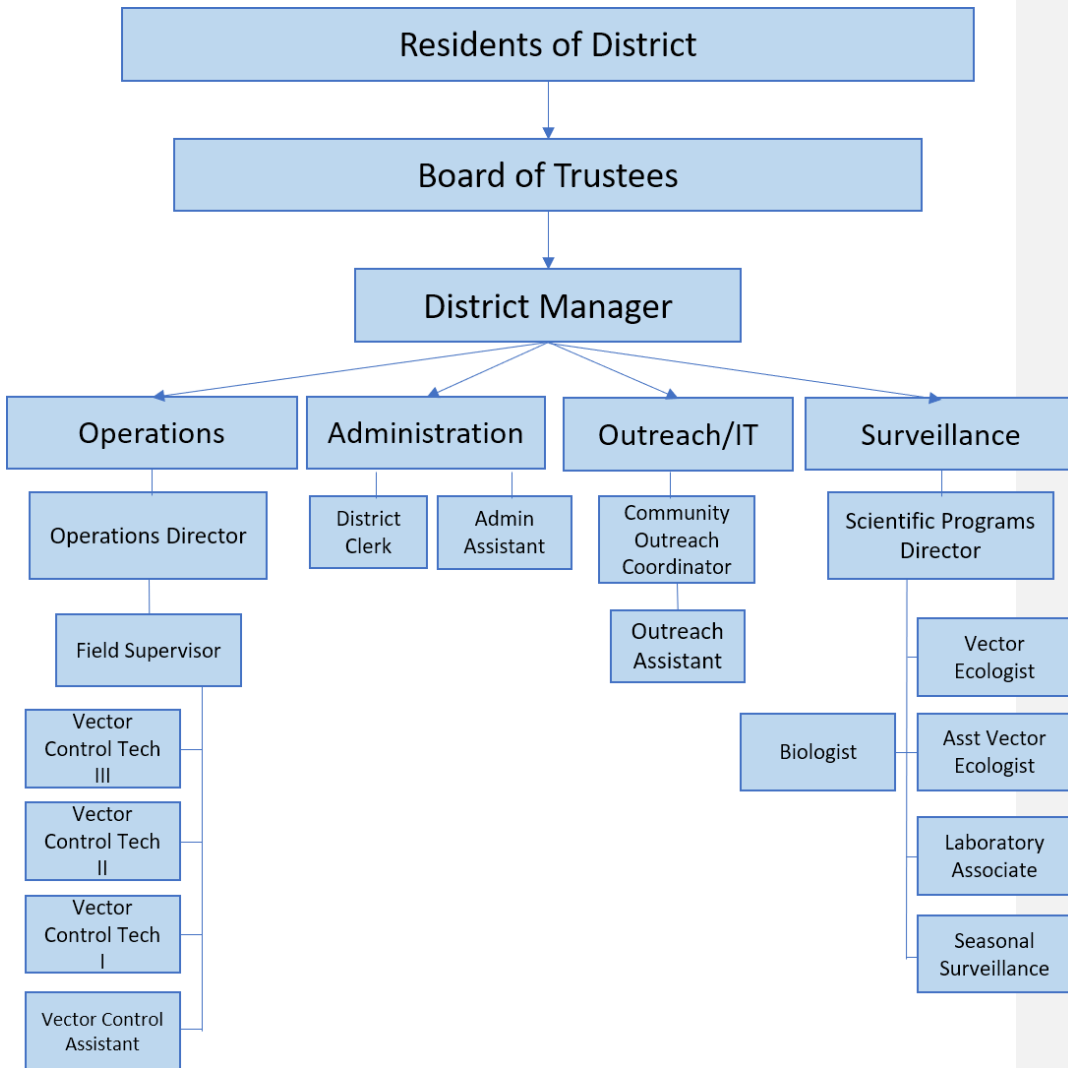
By accepting employment with West Valley Mosquito and Vector Control District, you agree to at-will employment status, as described above, and that this Agreement constitutes the sole and entire agreement between you and the District regarding the term of employment and the termination thereof, and that this Agreement cannot be changed in any way, whatsoever, except in a writing which has been approved and signed by the District Manager.

By signing this Agreement, you are also certifying that:

- You have been given an opportunity to ask questions regards District rules and your status as an at-will employee.
- No representative of West Valley Mosquito and Vector Control District has made any promises or other statements to you which imply that you will be employed under any special terms or conditions other than “at-will;”
- You understand that your length of employment is not guaranteed;
- You recognize that you will be free to voluntarily terminate your employment at any time with or without cause, and acknowledge that the District will be free to terminate your employment at any time, with or without cause, and without right of appeal or hearing.

Date: _____ Employee Signature: _____

Appendix III



Appendix IV

Your Rights and Responsibilities as a Pregnant Employee

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

The District has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17½ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the District has been informed that you need to take PDL, the District must guarantee in writing that you can return to work in your same position if you request a written guarantee. The District may require you to submit written medical certification from your health care provider substantiating the need for your leave.

- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe “morning sickness,” gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four month entitlement to leave.
- Your leave will be paid or unpaid depending on the District policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- The District requires you to use any available sick leave during your PDL.
- The District is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.
- If possible, you must provide at least 30 days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Notice Obligations of Employees.

- Give the District reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the District sufficient notice for it to make appropriate plans. Sufficient notice means 30 days’ advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the District may require you to supply a written medical certification from your health care provider of the medical need

for your reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame the District requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. The District must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

- PLEASE NOTE that if you fail to give the District reasonable advance notice or written medical certification of your medical need, the District may be justified in delaying your reasonable accommodation, transfer, or PDL.

You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us, have worked at least 1,250 hours in the 12-month period before the date you want begin your leave

. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition (not related to pregnancy) or that of your child, parent, spouse, [grandparent, grandchild, registered domestic partner or sibling](#). While the law provides only unpaid leave, employees may choose or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances. For further information on the availability of CFRA leave, please review your employer's Notice regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, visit the Department of Fair Employment and Housing's website at www.dfeh.ca.gov, or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Fair Employment and Housing Commission's website at www.dfeh.ca.gov.

Appendix V

POLICY ON FAMILY LEAVE

Under the Federal Family and Medical Leave Act of 1993 (“FMLA”), if an employee has more than 12 months of service with the District, has worked at least 1,250 hours in the past 12 months and is employed at a worksite with 50 or more employees or the District employs at least 50 employees within 75 miles of a employee’s worksite, the employee may have a right to FMLA leave. Under the California Family Rights Act of 1993 (“CFRA”), if an employee has more than 12 months of service with the District and has worked at least 1250 hours in the past 12 months, the employee may have a right to CFRA leave. If eligible for such leave, an employee may be entitled to take up to 12 work weeks of unpaid, job protected leave in a 12-month period for the birth, adoption, or foster care placement of employee’s child, for an employee’s own serious health condition or to care for employee’s child, parent, or spouse. For CFRA leave, the employee is also entitled to take such leave to care for a grandparent, grandchild, or registered domestic partner with a serious health condition. In addition, under CFRA an employee may take leave because of a qualifying exigency related to covered active duty or call to covered active duty of an employee’s spouse, registered domestic partner, child or parent in the armed forces of the United States as specified in applicable law. At this time, the District has no employees eligible for FMLA leave because the District employs less than 50 employees.

In computing the 12-month period, the District utilizes a rolling 12-month period measured backward from the date leave is used.

For CFRA leave, the District requires the employee to utilize vacation leave and sick leave while on such leave. The only exception to this is the employee may not use sick leave during a period of CFRA leave in connection with the birth, adoption or foster care of a child, or to care for a child, parent, grandparent, grandchild, sibling, spouse or registered domestic partner with a serious health condition unless mutually agreed to by the employee and the District Manager,

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While on CFRA and FMLA leave, the District will maintain and pay for coverage under a group health plan, for the duration of the leave, not to exceed 12 workweeks in a 12 month period, commencing on the date leave under FMLA/CFRA commences, at the level and under the

conditions coverage would have been provided if the employee continued employment continuously for the duration of the leave. Employees must continue to pay their portion of group health plan premiums while on CFRA leave.

During CFRA leave, the leave shall not constitute a break in service for any employee benefit plan. An employee shall return with no less seniority than employee had when leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority related benefits, such as vacation.

If the employee's need for leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.

If the employee's need for leave pursuant to this section is foreseeable due to planned medical treatments or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

The District requires that an employee's request for leave to care for a child, parent, grandparent, grandchild, sibling, spouse, or registered domestic partner who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

1. The date on which the serious health condition commenced.
2. The probable duration of the condition.
3. An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
4. A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider, the District requires the employee to obtain recertification, if additional leave is required.

The District requires that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by the employee's health care provider. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The District requires that employees obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, if additional leave is required.

As a condition of an employee's return from leave taken because of an employee's own serious health condition, the District requires the employee to obtain a certification from the employee's health care provider that the employee is able to resume work.

CFRA leave provided for in this Policy may be taken in one or more periods.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- 1) Inpatient care in a hospital, hospice or residential health care facility; or
- 2) Continuing treatment or continuing supervision by a health care provider.

"Health care provider" means any of the following: an individual holding either a physicians and surgeon's certificate issued pursuant to California law, an osteopathic physician and surgeon certificate issued pursuant to California law, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition. In addition, any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA shall also qualify as a health care provider.

The District may recover the premiums for such group health plans that it pays on behalf of the employee if both of the following conditions occur:

- 1) The Employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- 2) The failure of the employee to return from the leave is for a reason other than the continuation, recurrence, or onset of “serious health condition” or other circumstances beyond the control of the employee.

Appendix VI

AGREEMENT FOR PAYROLL DEDUCTIONS

I, _____, hereby acknowledge that during my employment with West Valley Mosquito and Vector Control District (hereinafter “District”), the District has entrusted to me various items of District property, including but not necessarily limited to uniforms, tools, and equipment (hereinafter “District Property”). Further, I hereby agree to return all items of District Property in good condition upon request or following my separation from District employment.

Should I fail and/or refuse to return all items of District Property upon request, I hereby authorize the District to deduct from my paycheck an amount equal to the replacement costs of such District Property. I further authorize the District to deduct from my paycheck a reasonable amount for damage to such District Property, if any, in excess of normal wear and tear.

Employee Signature

Date signed

List Equipment, Uniforms, Etc

Employee’s initials

1. _____

2. _____

3. _____

4. _____

5. _____

Appendix VII

EMPLOYEE COMPLAINT FORM

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Complainant Name: _____ Date: _____

Statement of complaint, including date of occurrence, specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstance involved, including any witnesses:

Decision rendered by the informal conference:

Specific remedy sought:

Appendix VIII

CONSENT FOR DRUG AND ALCOHOL TESTING

(Employee/applicant) _____ hereby authorizes
_____ (laboratory or clinic)

to collect from me the following specimens: blood, urine, breath, or other specimens and to conduct tests on such samples to determine the presence of alcohol, drugs, or other controlled substances.

I hereby authorize _____ (Doctor) to conduct a physical and psychological examination on me.

Further, I consent to the release of the examination and/or test results to representatives of the West Valley Mosquito and Vector Control District for evaluating my fitness for employment, disciplinary actions and other legitimate work-related purposes.

I hereby attest that this consent is voluntarily given and shall be effective immediately, and shall remain in effect until _____, 20_____, or until termination of employment.

I understand that I have a right to receive a copy of this authorization. I FURTHER UNDERSTAND THAT IF TEST RESULTS ARE POSITIVE (SHOW EVIDENCE OF DRUG AND/OR ALCOHOL USE), I MAY BE SUBJECT TO DISCIPLINE.

CONSENT GIVEN: YES OR NO

Employee/applicant name printed	Signature	Date
---------------------------------	-----------	------

Witness Name	Signature	Date
--------------	-----------	------

Explanation for refusal: _____

Appendix IX

AUTHORIZATION FOR USE OF DISCLOSURE OF MEDICAL INFORMATION

Employee/Applicant Name _____

A. Explanation: This authorization for use and disclosure of medical information is being request of you to comply with the terms of the Confidentiality of Medical Information Act.

B. Authorization: I, _____ (name of employee applicant), hereby authorize _____ (laboratory or clinic) to furnish West Valley Mosquito and Vector Control District (hereinafter "Employer") medical information in summary form pertaining to the presence of alcohol, drugs, or other controlled substances in my body/my psychological fitness for employment with Employer.

C. Uses: I further authorize the Employer to receive and to use the medical information authorized hereunder for the purpose of evaluating my fitness for employment and for disciplinary purposes.

D. Duration: This authorization shall become effective immediately and shall remain in effect until _____, 20____ (up to one year).

E. Restrictions: I understand that Employer may not further use or disclose the medical information received pursuant to this authorization unless another authorization is obtained from me or unless such use or disclosure is specifically required or permitted by law.

F. Additional copy: I further understand that I have a right to receive a copy of this authorization upon my request. Copy requested and received: _____ YES _____ NO
_____ Initial

CONSENT GIVEN: YES OR NO

Employee/applicant name printed	Signature	Date
---------------------------------	-----------	------

Witness Name	Signature	Date
--------------	-----------	------

Explanation for refusal: _____

Appendix X

TRAVEL EXPENSE FORM

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT										
Travel Authorization Form										
Name of Traveler										
Purpose of Travel										
Destination										
Departure Date					Time					
Return Date					Time					
Meals										
Date	Lodging	Breakfast	Lunch	Dinner	Airfare	Ground Transportation	Mileage	Parking	Registration	Misc.
Totals	0	0	0	0	0	0	0	0	0	0
Total Per Diem	0									
Total (with receipts)	0									
Pd. By Traveler Personally				(Amounts with astericks above)						
Grand Total	0									
Advance Issued										
Amount due traveler	0									
Signature of Traveler										
Approved By:										

Appendix XI

PEPPER SPRAY GUIDELINES

1. I have received safety training certification for pepper spray and West Valley Mosquito and Vector Control District (“District”) has a copy of this certification.
2. I understand that pepper spray may not be stored or kept at the District.
3. I understand that I am responsible for the cost and maintenance of any pepper spray device and/or material that I voluntarily chose to use.
4. I understand the purpose of having the pepper spray is strictly for self-defense reasons, and any misuse of pepper spray will result in disciplinary action, up to and including termination.
5. I understand that the canister must have the following on its label: “WARNING: The use of this substance or device for any purpose other than self-defense is a crime under the law. The contents are dangerous—use with care.”
6. I understand and agree that any liability or criminal citations arising from my decision to deploy pepper spray shall be my sole responsibility. The District will generally not defend or indemnify me should I be subjected to a criminal citation, charge, claim, or lawsuit arising from my use of pepper spray as this action would be deemed to be outside the course and scope of my employment.
7. I declare that I am not addicted to any narcotic drug.
8. I declare that I have not been convicted of a felony or crime involving an assault.

Name: _____ Signed: _____

Date: _____

Supervisor: _____

District Manager: _____

Appendix XII

DRIVER SELECTION AND VEHICLE USE GUIDELINES

I. PURPOSE AND SCOPE

Motor vehicle accidents are the most frequent and costly claims among VCJPA members. They are also the leading cause of death in the workplace in the United States. The Agency, in its mission to operate its vehicles safely for the protection of all with whom it shares the road, has developed this program. The program reflects currently accepted best practices for the selection and management of drivers operating any vehicle on behalf of a member district. These best practices have proven effective in controlling misuse of vehicles and poor driving practices which lead to accidents. Although adherence to these Guidelines is not a condition of VCJPA membership, the provisions set forth herein are strongly recommended for use by VCJPA members. These Guidelines apply to all employees of an implementing district who may operate any district vehicle or their own personal vehicle on behalf of the district, including leased or rented vehicles.

Adoption of these Guidelines is intended for the sole benefit of VCJPA and its member districts and it is not intended that the adoption by VCJPA of these recommended Guidelines shall create any new or additional mandatory duties on VCJPA or its member districts.

II. DEFINITIONS

- A. At-Fault Accidents: An accident arising out of the use of a motor vehicle due to the negligence or willful misconduct of the operator, or any other accident where reasonable assurance of non-fault cannot be furnished.
- B. Authorized Driver: Authorized drivers are those employees that have been identified, by verification of their driving record through the Department of Motor Vehicles, as 1) having an acceptable driving record in accordance with those set forth in this policy; 2) received approval to drive district vehicles from the driver's manager or supervisor, and 3) have met any other requirements as set forth by the district.
- C. Conviction: A conviction includes (1) a finding of guilty by a court or other tribunal as to any charged vehicular offense, (2) a plea of guilty or no contest (nolo contendere) to such an offense, or (3) a bail forfeiture without entry of a formal plea.
- D. Implementing District: A VCJPA member district which adopts and implements

these Guidelines.

- E. Major Violations: Major violations shall include, but are not limited to the following:
1. Driving under the influence of alcohol or drugs. This would include prescription drugs that have the warning that operating machinery or a motor vehicle while using this drug is not safe.
 2. Failure to report an accident.
 3. Making a false accident report.
 4. Vehicular homicide or manslaughter.
 5. Attempting to elude a police officer.
 6. Driving while license is suspended or revoked.
 7. Reckless driving, racing or speed contest.
 8. Speeding at 25 mph or more over the posted speed limit.
 9. Hit and Run.
- F. Minor Violations: Minor Violations shall include any moving traffic violation other than a major violation. Examples include, but are not limited to the following:
1. Speeding (less than 25 mph over the posted speed limit).
 2. Running a stop sign or red light.
 3. Improper turn.
 4. Passing across a double yellow line.
 5. Failure to yield.
 6. Following too close.
- G. Motor Vehicle Report (MVR): A report by the State of California, Department of Motor Vehicles. It details the driving record, by individual names and driver license numbers, for each request submitted, and indicates the status of the applicable driver's licenses.
- H. Violation: An act involving the unsafe operation of a motor vehicle. Types of violations include:
- Civil - A written allegation by a law enforcement officer claiming a person violated a law, such as a traffic ticket.
 - Infraction – A violation punishable by a fine or other penalty, but not by incarceration.
 - Misdemeanor – A violation punishable by imprisonment in a county jail, by fine, or by both.
 - Felony – A crime which is punishable with death or by imprisonment in the state prison. Under certain conditions a felony crime can be treated as

a misdemeanor.

III. CONDITION OF EMPLOYMENT

It is the policy of an Implementing District that a driving record which meets the district's standard is a condition of employment for employees who may drive a vehicle, the district's or their own, on behalf of the district. Maintenance of this driving record is a consideration for continued employment for those employees who are required to drive as part of their regularly assigned duties as district employees.

Drivers of vehicles on district business shall be required to meet the following criteria:

A. Driver License Requirements

1. Authorized drivers must have a valid license for the class of vehicle being operated. If the vehicle requires a commercial driver license (CDL), then the driver must possess a valid CDL with the appropriate endorsements for the type of vehicle being operated. For vehicles requiring a Class A, Class B or Class C & Hazardous Materials Endorsement, district participation in the DMV Mandatory Employer Pull-Notice Program is required.
2. A valid license must be in the authorized driver's immediate possession at all times when operating a district-owned vehicle. If an employee does not have a valid license, he or she will not drive a district-owned vehicle. If the license is revoked or suspended for any reason, the employee must immediately notify his/her supervisor.

B. Motor Vehicle Reports

The DMV's Government Employer Pull Notice Program is a critical component of this policy. Every authorized driver must be enrolled in the Government Employer Pull Program and provide authorization for the district to review and address reports of MVR activity that are sent to the district. Information on enrollment and operation of the Pull Program are included in appendix B

1. All new hires must bring a copy of their Motor Vehicle Report (MVR) from the Department of Motor Vehicles (DMV) printed within the last 30 days. An acceptable current MVR is a condition of employment and will remain a condition of continued employment. **Employees, however, should not be allowed to drive until the MVR is received, reviewed, and deemed acceptable per the standards of this policy.**

All traffic violations which occur during non-business (personal use) hours may affect driving privileges and are subject to review.

C. Other Requirements

1. Authorized Drivers must be capable of demonstrating familiarity with the type of vehicles assigned. Those employees for which driving is designated as an “essential job function” or where driving is more than an occasional part of their job duties shall be required to attend a defensive driving course once every three years. Check rides may also be conducted based upon an employee’s MVR and/or reported/observed unsafe driving behavior; and,
2. Authorized Drivers must be capable of passing physical examinations administered by a licensed physician when a question of fitness to drive arises or is required by regulation; and,
3. An Authorized Driver may have his or her employment terminated or be reassigned to a non-driving position at the discretion of the district in the event his or her license is revoked or suspended by a court of a law or by an enforcement agency, or if it is determined that the employee does not meet the minimum driving standards of the district.

IV. EXCLUDED EMPLOYEES

- A. Any employee who is deemed uninsurable by the district’s automobile insurance provider will be considered an excluded employee.
- B. Any or all of the following violations, as defined in section II, showing on the employee’s driving record may be cause for revoking an employee’s authorization to drive on behalf of the district and will be considered an excluded employee:
 1. Two or more California Vehicle Code points within the past three years;
 2. Two or more “at-fault” accidents within the past three years; or
 3. One major violation within the past three years.
- C. No district employee will be allowed to drive a district vehicle or use their personal vehicle for district business, if they have an unacceptable MVR, as defined in section B above. The employee will be placed on non-driving status and will be notified in writing.

V. VEHICLE USE

A. District Vehicles

1. District vehicles are provided to support official district business and are to be used only by Authorized Drivers. District vehicles will not be used by employees for personal reasons. Employees who use assigned vehicles on a 24-hour basis or are on-call will drive such vehicles directly home after work and leave them parked until needed for “call-out.”
2. Vehicles are not to be considered part of an employee’s compensation and must not be used as an inducement for employment. In all cases, the vehicles are to be operated in strict compliance with California motor vehicle laws and with the utmost regard for their care and cost-efficient use.
3. Authorized Drivers will not transport persons other than on-duty district employees in a district-owned vehicle, unless the persons are being transported in connection with official district business, or as authorized by a supervisor.
4. Except in the case of an emergency, a driver will not allow a vehicle to which he or she has been assigned to be driven by any person not authorized to drive the district-owned vehicle.

B. Personal Vehicles

Authorized Drivers who use their personal vehicle for District business must:

1. Provide a Certificate of Insurance to the District with minimum limits of \$100,000/\$300,000/\$50,000 for bodily injury per person, bodily injury per accident, and property damage respectively (**Proof of current coverage and limits must be kept on file** at the district.);
2. Ensure their vehicle is currently registered with the Department of Motor Vehicles; and
3. Operate the vehicle in accordance with California traffic safety laws including use of seatbelts.

Any employee whose personal vehicle is damaged in a collision while the employee is performing duties within the course and scope of district business shall be reimbursed for the cost of a deductible up to a recommended amount of

\$1,000, provided:

1. The employee was not in violation of any state statute;
2. The driver of the other vehicle is responsible for the accident as verified by a police report; and
3. The amount to be reimbursed by the district is not recoverable under any insurance policy available to the employee.
4. The employee must provide verification of the cost of the damage to the district.

C. Rented or Leased Vehicles

The district must ensure that employees operating rental vehicles on district business have adequate coverage for collision and liability or require employees to purchase the rental companies loss damage waiver coverage.

VI. ACCIDENT REPORTING PROCEDURES

When a district-owned vehicle or an employee-owned vehicle being operated on behalf of the district is involved in an accident, the following procedures will be followed:

- A. Assure injuries or medical needs are addressed either using first aid or calling for emergency services;
- B. If possible move vehicles to a safe location, position warning signals (flares, etc);
- C. Immediately notify the police department or California Highway Patrol (CHP) and your supervisor of the accident. Do not admit negligence or liability. Leave the determination of liability to the responsible law enforcement agency;
- D. Utilize the Accident Reporting Packet provided by your district, located in the glove box;
- E. Take a photograph at the scene of the accident, if possible;
- F. Do not attempt settlement, regardless of how minor the incident;
- G. Get the name, address, and phone number of any injured person and witnesses, if possible;
- H. Exchange vehicle identification and insurance information, including a policy number, with the other driver; and
- I. Contact your supervisor to report the accident as soon as possible. Turn all documentation over to a supervisor or manager within twenty-four (24) hours.

VII. DRIVER RESPONSIBILITIES

If assigned a district vehicle, the employee assumes responsibility for operating the vehicle in a safe and responsible manner. Therefore, driver responsibilities include, but are not limited to, the following:

- A. Vehicles owned or maintained for use and service by the district will be used for district business. Exceptions to this rule must have General manager or Assistant General Manager approval;
- B. Employees on district business will observe all traffic rules and regulations, **including the use of seat belts**. The driver will be responsible for any fines or penalties incurred, including parking violations;
- C. Employees must have the appropriate class of valid California Driver's License in their possession at all times when driving on district business;
- D. **Employees must be insurable under the district Automobile policy;**
- E. Operating the vehicle in a manner consistent with reasonable practices that avoid abuse, theft, neglect, or disrespect of the equipment;
- F. Practicing safe driving techniques and adhering to current safety requirements including the district's Cell Phone Policy; i.e. Cell phones should be used only when the vehicle is parked. A model policy is attached as Appendix C; attend a defensive driver training course as required. See Appendix A for the Code of Safe Practices.
- G. Restricting the use of vehicles to authorized drivers only; and
- H. Reporting all moving violations or accidents to a supervisor or manager before the end of shift, but, in no case, longer than twenty-four (24) hours. Drivers are responsible for the cleanliness of vehicles both inside and out.

Failure to comply with any of these responsibilities could result in disciplinary action, up to and including termination.

Code of Safe Practices - Tips for Safe Driving

Seat Belts

Primarily for safety, but also, to comply with the law, all drivers and passengers shall wear seat belts.

Transporting Equipment or Property

When items of equipment, property, supplies, etc., are being transported, the driver will ensure that all items are properly secured or tied in place to prevent them from shifting or falling from the vehicle.

Riding on Fenders, Hoods, or Running Boards

No person will be allowed to ride on running boards, fenders, hoods, tailgates, or rear racks of vehicles.

Obstruction to Driver's View

No driver will drive any vehicle when it is so loaded that it obstructs his or her view ahead or to the right or left side or interferes with his or her control over the driving mechanism of the vehicle. No more than three people will ride in the front seat of a vehicle at one time.

Opening and Closing Vehicle Doors

No person will open the door of a vehicle on the side available to moving traffic unless and until it is reasonably safe to do so, nor will any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers.

Unattended Vehicles

No person driving or in charge of any District vehicle will permit it to be unattended without first stopping the motor, locking the ignition, removing the key, effectively setting the brake and locking vehicle upon exit.

Striking Unattended Vehicles

If a moving vehicle strikes a vehicle standing or unattended or other property, the driver will immediately stop and endeavor to locate the custodian or owner. If unable to do so, he or she will securely and conspicuously place his or her name and address on the damaged property. The police department that has jurisdiction should be notified, and the incident shall be reported to a supervisor or manager within twenty-four (24) hours.

Flags on Projected Loads

Any vehicle having a load that extends more than 4 feet beyond the rear will have the end of the load marked with a red flag which will be at least a 12-inch square.

Coupling Devices

A driver whose vehicle is towing a trailer, dolly, or other equipment will ensure that the trailer hitch is securely latched, the lights are properly connected, and safety chains are properly attached.

Obstructing Traffic for Work Requirements

Whenever work requirements make it necessary for a district-owned vehicle to block or obstruct traffic, the driver will place warning signs and/or traffic cones to warn oncoming motorists of the obstruction. Warning signs will be placed far enough from the standing vehicle to give oncoming motorists adequate time in which to stop safely. Distance should be determined by:

(1) street and weather conditions, (2) speed limits in the area, and (3) whether the vehicle is standing on a straight or curved roadway. Vehicles so equipped will use revolving red or yellow lights or blinkers as additional warning devices. Exceptions will be made for emergency vehicles.

THE GOVERNMENTAL EMPLOYER PULL NOTICE (EPN) PROGRAM

California Vehicle Code Section 1808.1

The Employer Pull Notice (EPN) Program was established to provide employers and regulatory agencies with a means of promoting driver safety through the ongoing review of driver records. The following is a brief history of the EPN program and when legislation was enacted:

- 1982 - Law enforcement and government employers began to enroll their drivers into the program voluntarily.
- 1989 - all Class A (formerly known as Class 1), Class B (formerly known as Class 2), transit authority, certified, and Public Utilities Commission (PUC) regulated drivers (limousine drivers, charter party carriers, etc.) were enrolled pursuant to California Vehicle Code (CVC) Section 1808.1.
- 1990 – The Public Utilities Commission (PUC) began enrolling owner operators.
- 1998 - DMV, Motor Carrier Branch, began enrolling owner operators who transport property. PUC continued to regulate owner operators who transport passengers and household goods.

The EPN program allows your district to monitor driving records of employees who drive on your organization's behalf. This monitoring accomplishes the following:

- Improves public safety.
- Determines if each driver has a valid driver's license.
- Reveals problem drivers or driving behavior.
- Helps to minimize your liability.

When an employer enrolls in the EPN program, they are assigned a confidential requester code. The requester code is added to an employee's driver license (DL) record. When an employee's DL is updated to record an action/activity, such as a ticket or accident, a check is made electronically to determine if a pull notice is on file. If the action/activity is one that is specified to be reported under the EPN program, a driver record is generated and mailed to that employer.

The EPN program automatically generates a driver record when any of the following actions/activities occurs:

1. Upon enrollment of driver in the EPN program.
2. Annually from the date of enrollment or 12 months from the last action/activity printout.

3. When a driver has any of the following actions/activities added to his/her driver record:
 - Convictions of a violation
 - Failures to Appear
 - Accidents
 - Driver License Suspensions or Revocations
 - Any other actions taken against the driving privilege

For additional information refer to: <http://www.dmv.ca.gov/vehindustry/ept/epngeninfo.htm>

VCJPA

DISTRACTED DRIVER GUIDELINES

Purpose and Scope

According to the Department of Motor Vehicles, driver distractions contribute to one out of four accidents. The leading factors causing distracted driving accidents are cell phone use, eating, and attending to passengers. Drivers increase their risk of having an accident by 400% every time they use their cell phone while driving.

This policy applies to all employees who operate any district vehicle or their own personal vehicle on behalf of the district, including leased or rented vehicles.

Definition

Distracted Driving: Diversion of the driver’s attention from the task of operating a motor vehicle by activities, objects, or events inside or outside the vehicle, or by factors such as emotional stress or preoccupation.

This includes, but is not limited to, the following:

1. Cell phone use
2. Use of technology (e.g., GPS systems, computers, audio/video equipment)
3. Eating, drinking (non-alcoholic), smoking
4. Grooming
5. Passengers
6. Reading
7. Impaired driving

Policy Statement

The following procedures will be used by all district employees while driving on behalf of the district.

Procedures

Employees must adhere to all federal, state, and local rules and regulations regarding the use of cell phones, wireless devices, GPS systems, computers or any type of audio/video equipment while driving. Employees should check with their supervisor if they are not sure of the governing laws in their area.

- Cell phone use (including headsets)
 - Receiving Incoming Calls

- Let call go to voice mail and return call when parked, or
 - Answer the call and advise the caller to hold. Pull over to a safe location. Place vehicle in park. Respond to the caller.
 - Making Outgoing Calls
 - Calls will not be initiated until the vehicle has been pulled over to a safe location; and the vehicle has been placed in park
 - **Use of Technology (GPS systems, computers, audio/video equipment)**
 - GPS systems – Program the system while in a parked position, with vehicle placed in park. Do not program while driving under any circumstances.
 - Computers – Do not use a computer while driving under any circumstances. If information is required, pull over to a safe location and place your vehicle in park.
 - Audio equipment – Prior to your departure, adjust controls, choose your CD/Tape/iPod/MP3 Player, etc. selections and insert into player. Use normal stops to adjust controls. Do not browse your CD/Tape/iPod/MP3 Player, etc. selections while driving.
 - Video equipment – Do not view any type of DVD equipment while driving.
 - Two-Way Radio – Use extreme caution while operating any two-way radio. Keep call duration to a minimum. If extended conversation is required, place the caller on hold, pull over to a safe location then resume the conversation.
- **Eating or drinking**
 - Eating or drinking involve driving with one hand and juggling the food/beverage/cigarette with the other. Plan ahead to allow time to eat without driving. If eating, drinking or smoking is necessary, take advantage of normal stops to prepare. Don't over react if items spill; pull over to a safe location to clean up.
- **Grooming**
 - Avoid grooming while vehicle is in motion. This includes, but is not limited to, applying makeup, shaving, and looking in the mirror.
- **Passengers**
 - While communicating with passengers, avoid disturbing/distracting conversations. Stay focused on defensive driving.
- **Reading**

- Do not read while driving. If you need to review directions, instructions, etc, pull over to safe location or do so at a normal stop.

- **Impaired Driving**
 - All employees must adhere to the District's Drug and Alcohol Policy. No employee who is on duty shall use, possess, or be under the influence of alcohol, illegal drugs (including but not limited to marijuana in all in all forms as it remains illegal under federal law), unauthorized drugs or any other illegal mind-altering substances while performing their assigned duties.

 - Employees must advise their supervisor when taking prescription medications and/or non-prescription products that may contribute to the unsafe operation of a vehicle driven while on duty.

- **Other Distractions**
 - Be diligent about sustaining your focus while driving. Avoid disturbing/distracting conversations or actions. Minimize activities that will distract you from operating your vehicle in a safe, defensive manner.

Drive safely and take care of you, your passengers, pedestrians and other drivers. Remember taking your eyes off the road for two seconds at 60mph means you have traveled blindly for half the length of a football field.

Appendix D

PERMISSION FOR USE OF NON-DISTRICT ISSUED EQUIPMENT

Name: _____

Department: _____

Date: _____

Name of equipment: _____

Use of equipment: _____

By signing this document, I understand that I have been granted permission to use non-District equipment, that this permission must be renewed annually, and that I am subject to the following conditions:

1. Permission for this equipment may be revoked at any time.
2. All safety and use guidelines listed in the user manual must be followed.
3. I certify that this device will not be a distraction while driving.
4. I understand that I may be financially liable for any damage caused by this device.
5. I understand that failure to follow these guidelines will result in disciplinary action up to and including termination.

Signature

Department Head

Date of approval

District Manager

Date of approval

EXHIBIT E

Field Operations Reports November 2020 (Item 9.1)

Field Operations Section

In the month of November, the District experienced a 67% decrease in service requests from the previous month and had a 30% increase in comparison to the same period of last year. November service requests concerning mosquitoes, rodents, flies, bees, and miscellaneous vectors were down from the previous month. The District received 46 *Aedes* service calls.

Meetings

City of Chino:

Date – 11/06/20

Location – Magnolia Channel in the City of Chino

Attending – Frank Sotomayor (City of Chino Public Works), Michelle Brown (West Valley MVCD) and Robert Real (West Valley MVCD).

Reviewed current vegetation maintenance and what needs to be done before the nesting season.

Inland Empire Utilities Agency:

Date – 11/18/20

Midge conference call

Attending – Andy Campbell (Inland Empire Utilities Agency), James McKenzie (San Bernardino County Groundwater Recharge Division), Ramiro Salazar (San Bernardino County Vector Control), Michelle Brown (West Valley MVCD) and Robert Real (West Valley MVCD),

Reviewed midge trap count's and all trap are below threshold. No treatments necessary.

**West Valley Mosquito and Vector Control District
November 2020
Abatement Activities**

Zone	A	B	E	F	G	H	Total
	Chino Hills	Chino	R.C.	Ontario	Montclair	Upland	

Inspection Reports Iss'd

Mosquito sources:

agricultural	0	3	0	0	0	0	3
res./comm.	0	1	13	1	2	0	17

Fly sources:

agricultural	0	0	0	0	0	0	0
res./comm.	0	0	2	0	0	0	2

Rodent sources:

res./comm.	0	0	0	1	0	0	1
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Miscellaneous sources:

res./comm.	0	0	0	0	0	0	0
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Bee sources:

res./comm.	0	0	0	0	0	0	0
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Warning Notices Iss'd

Mosquito sources:

agricultural	0	0	0	0	0	0	0
res./comm.	2	0	0	1	0	1	4

Fly sources:

agricultural	0	0	0	0	0	0	0
res./comm.	0	0	0	0	0	0	0

Rodent sources:

res./comm.	0	0	0	0	0	0	0
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Miscellaneous sources:

res./comm.	0	0	0	0	0	0	0
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Bee sources:

res./comm.	0	0	0	0	0	0	0
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Notice of Hearings Iss'd

	0	0	0	0	0	0	0
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Hearings Held

	0	0	0	0	0	0	0
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WEST VALLEY MOSQUITO and VECTOR CONTROL DISTRICT
November-20
SERVICE REQUEST

Nov-20

	MOSQ	Ae. MX	FLIES	RODENTS	BEES	DEAD BIRD	MIDGE	OTHERS	TOTAL
CH	3	7	0	2	0	0	0	1	13
CO	3	11	0	2	0	0	0	1	17
RC	0	11	1	6	1	0	0	1	20
ON	4	9	0	1	2	0	0	0	16
MC	1	2	0	0	0	0	0	0	3
UL	2	6	0	0	0	0	0	0	8
OOD	0	0	0	0	0	0	0	0	0
Total	13	46	1	11	3	0	0	3	77

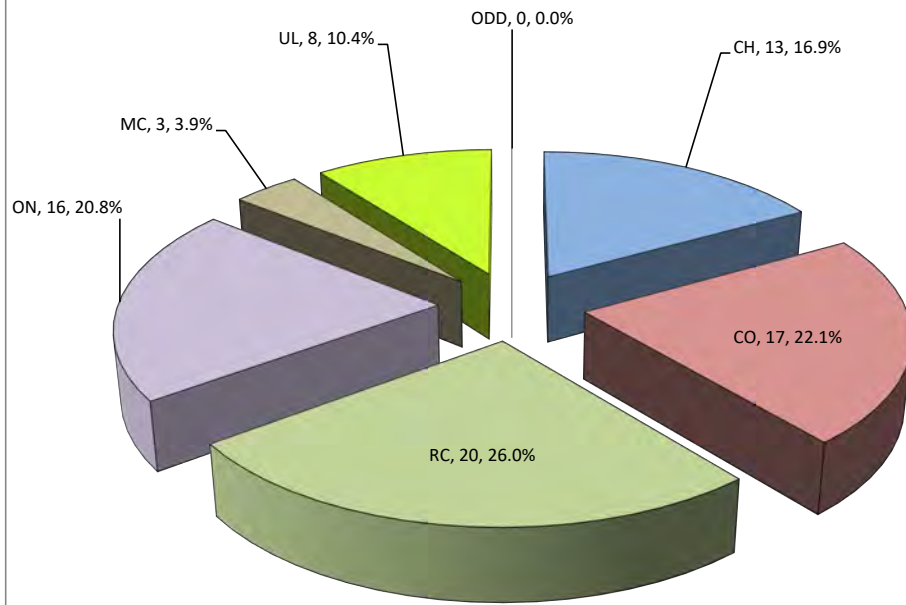
Nov-19

	MOSQ	FLIES	RODENTS	BEES	DEAD BIRD	MIDGE	OTHERS	TOTAL
CH	7	0	0	2	1	0	0	10
CO	6	0	0	3	0	0	1	10
RC	8	0	0	1	0	0	0	9
ON	10	1	2	5	0	0	0	18
MC	3	0	0	0	0	0	0	3
UL	6	0	0	1	0	0	2	9
OOD	0	0	0	0	0	0	0	0
Total	40	1	2	12	1	0	3	59

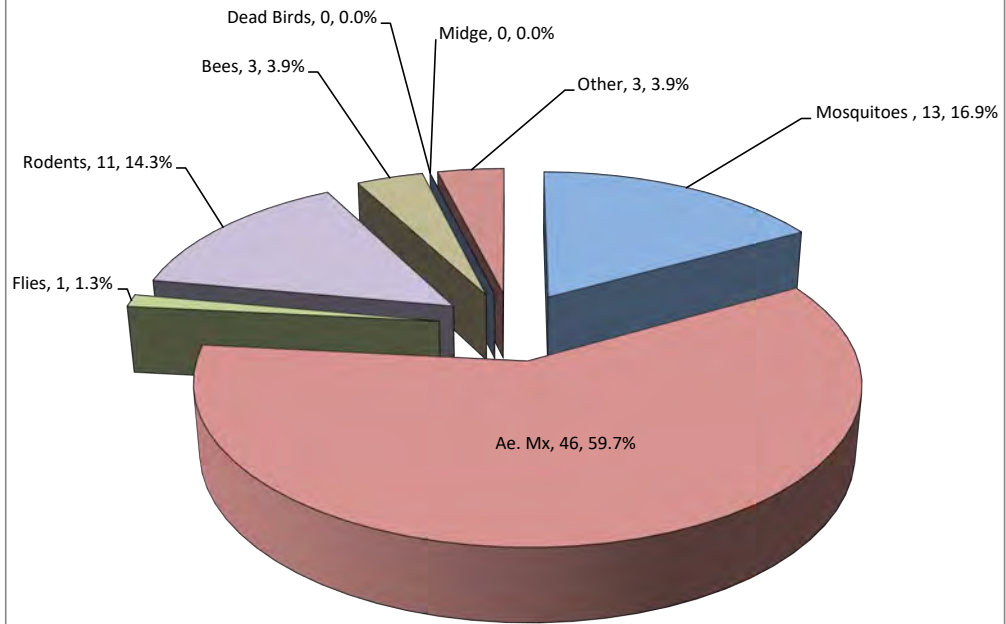
CURRENT MONTH						
	M	F	R	B	MI	O
Sources Inspected	1004	1	11	3	0	0
Breeding	441	0	5	0	0	0
Breeding%	43.9%	0.0%	45.5%	0.0%	0.0%	0.0%

YEAR AGO						
	M	F	R	B	MI	O
Sources Inspected	1305	1	2	12	0	0
Breeding	289	0	0	6	0	0
Breeding%	22.1%	0.0%	0.0%	0.0%	0.0%	0.0%

Service Requests by Cities (11-2020)



Service Requests by Vectors (11-2020)



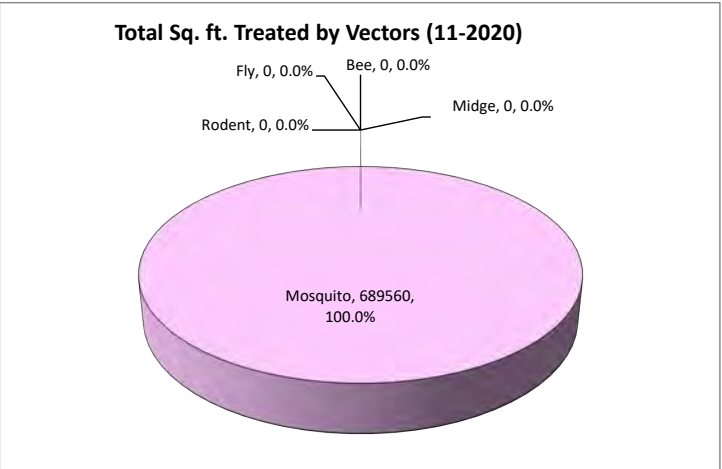
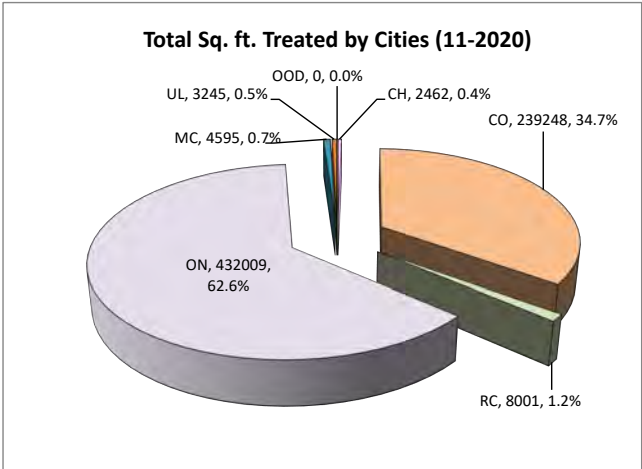
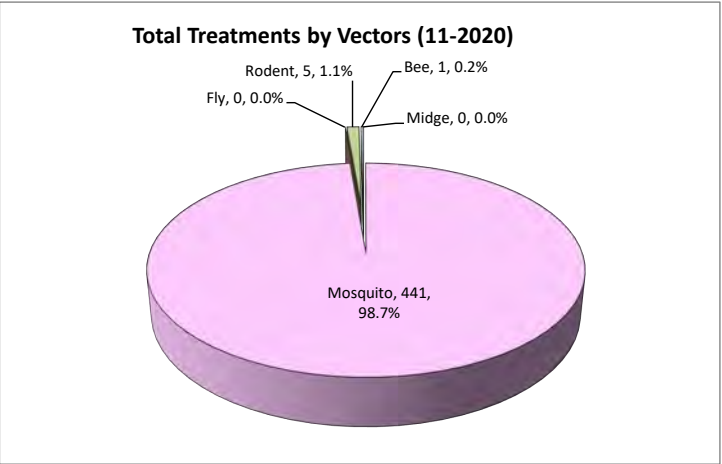
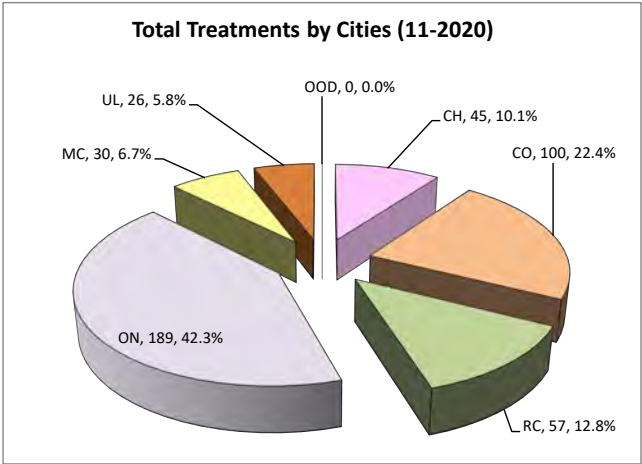
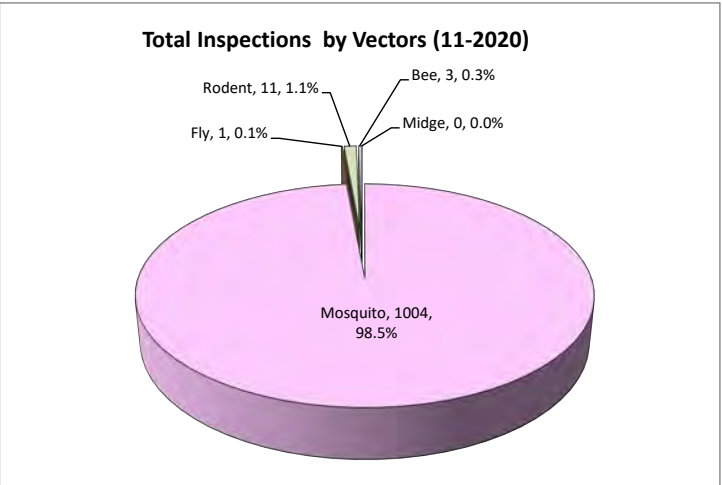
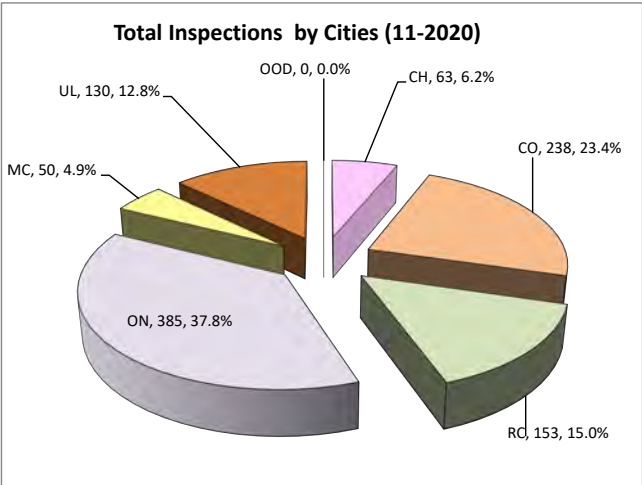


EXHIBIT F

Vector and Disease Surveillance Reports November 2020 (Item 9.1)

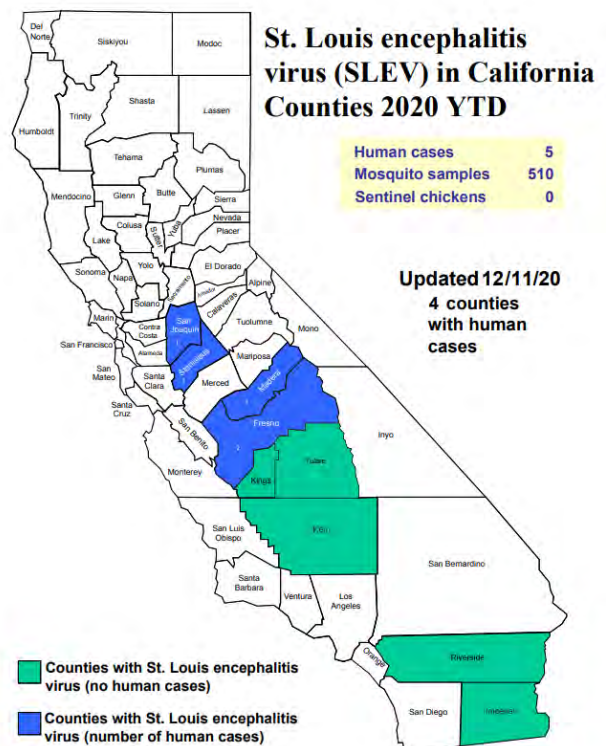
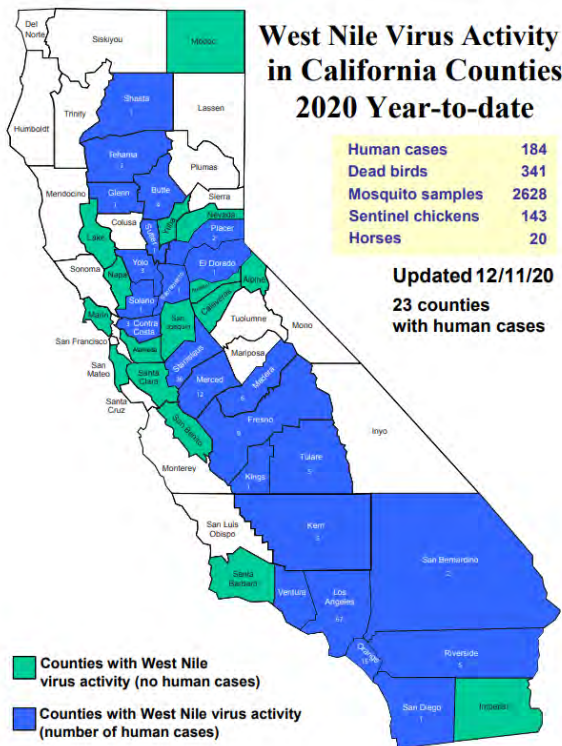
HIGHLIGHTS

1. 2020 West Nile virus (WNV) infestation:

- Nationwide: 481 human cases with 30 fatalities as of 11/24/2020.
- State: 184 human cases, 2,628 positive mosquito samples, 341 positive dead birds, 143 positive sentinel chickens, 20 equine cases as of 12/11/2020.
- San Bernardino County: Two (2) human cases, 13 positive mosquito samples and one (1) equine case as of 12/11/2020.
- West Valley MVCD: 13 positive mosquito samples as of 12/11/2020.

2. 2020 Saint Louis encephalitis virus (SLEV) infestation:

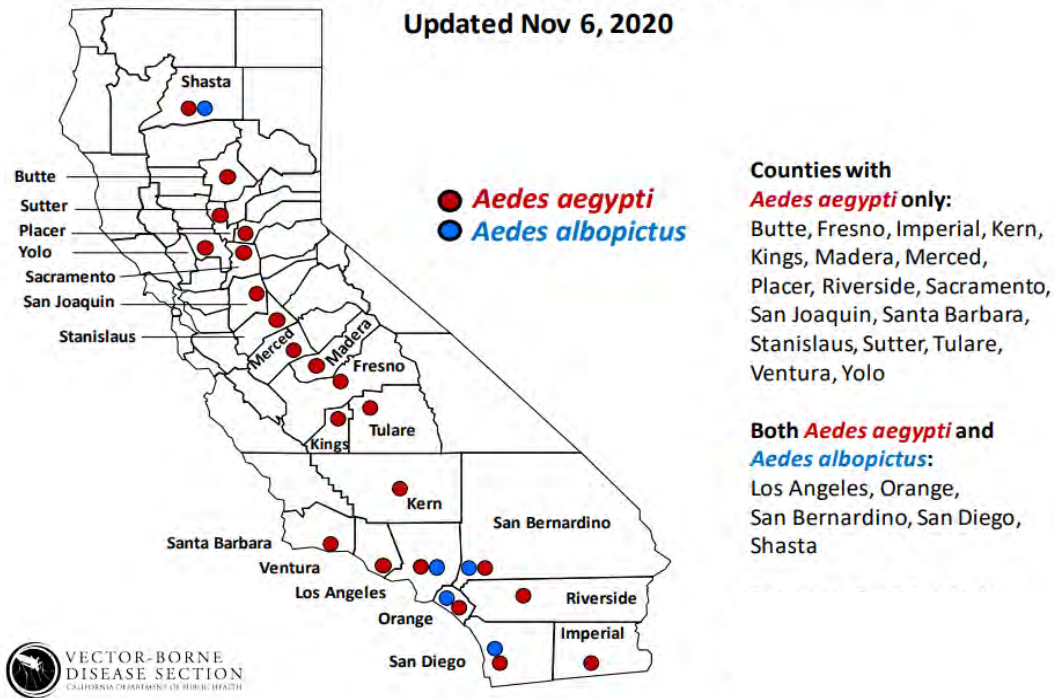
- State: Five (5) human cases and 510 positive mosquito samples as of 12/11/2020.
- San Bernardino County: No activity as of 12/11/2020.
- West Valley MVCD: No activity as of 12/11/2020.



3. Aedes species in California (As of 11/06/2020, No new updates):

***Aedes aegypti* and *Aedes albopictus* Mosquitoes in California
Detection Sites by County/City**

Updated Nov 6, 2020



Cities* with invasive *Aedes* infestation in San Bernardino County
(As of 11/06/2020)

City	<i>Aedes aegypti</i>	<i>Aedes albopictus</i>
Bloomington*	✓	
Chino	✓	
Chino Hills	✓	
Colton	✓	
Fontana	✓	
Grand Terrace	✓	
Highland	✓	
Loma Linda	✓	
Mentone*	✓	
Montclair	✓	✓
Ontario	✓	
Rancho Cucamonga	✓	
Redlands	✓	
Rialto	✓	
San Bernardino	✓	
Upland	✓	✓
Yucaipa	✓	

* Including unincorporated Census-Designated Places.

4. Vector populations and pathogen detections:

- Trapping was conducted bi-weekly in November 2020 by setting 23 EVS traps and 27 Gravid traps. Average counts in both EVS and Gravid traps decreased noticeably as compared with prior month.
- Twenty-two (22) mosquito samples (*Culex* spp.) tested negative for WNV/SLEV/WEEV in November 2020. Total positives for the year were 13 WNV out of 2,250 samples tested as of 11/30/2020.
- Trapping was also done for invasive *Aedes* by setting seven (7) BG-2 traps at previously identified epicenters, plus 13-17 BG-2 traps at other locations on a bi-weekly basis. Counts in November decreased to 1.8/TN from 6.1/TN in prior month. Among 44 trap nights, 109 *Aedes aegypti* and 6 *Ae. albopictus* were collected. The counts for local *Culex* in BG-2 traps went down significantly to 4.0/TN from 10.8/TN in prior month.
- Sixteen (16) *Ae. aegypti* samples tested negative for CHIKV/DENV/ZIKV in November 2020. No samples of *Ae. albopictus* were tested in this month. In total, 539 *Aedes* samples tested negative as of 11/30/2020.
- Adult midge populations in the vicinities of urban retention basins were monitored by nine (9) New Jersey Light Traps (NJLTs) to direct and evaluate control operations, also to address the complaints from the public. Counts have stayed mostly low, except some relatively high counts in the vicinities of Turner Basins.

5. Mosquitofish:

- One Holding Tank (485 Gal.) and a Quarantine Tank (200 Gal.) were in operation in November 2020. The Holding Tank was in operation all the time, while the Quarantine Tank however was only in use for quarantine purpose or holding overage when the Holding Tank was overpopulated. One water heater was installed in the Holding Tank, and water temperature was under monitoring.

6. Publications and presentations:

Publications:

Lura, T., T. Su, J. Thieme, and M.Q. Brown. 2020. A validated triplex RT-qPCR protocol to detect chikungunya, dengue and Zika viruses in mosquitoes. Proceedings and Papers of 88th Annual Conference of Mosquito and Vector Control Association of California. 88: 159 (Extended abstract).

Sy, N.D., S. S. Wheeler, T. Su, M. Reed, K.K. Brisco, A.J. Cornel, J. Gan. 2020. Evaluation of pyrethroid residues in California urban catch basins and associated *Culex pipiens* permethrin resistance. Proceedings and Papers of 88th Annual Conference of Mosquito and Vector Control Association of California. 88: 24-26.

Sharabyani, A., T. Su and M.Q. Brown. 2020. Pyrethroid resistance in *Culex quinquefasciatus* (Diptera: Culicidae) from different ecological niches in West Valley Mosquito and Vector Control District. Proceedings and Papers of 88th Annual Conference of Mosquito and Vector Control Association of California. 88: 180 (Extended abstract).

Su, T. 2020. Resistance risk assessment in mosquitoes to biorational larvicides. Proceedings and Papers of 88th Annual Conference of Mosquito and Vector Control Association of California. 88: 92 (Extended abstract).

Lura, T., T. Su, J. Thieme and M.Q. Brown. 2020. A validated protocol to simultaneously detect Chikungunya, Dengue and Zika Viruses in Mosquitoes. Journal of Vector Borne Diseases (In press).

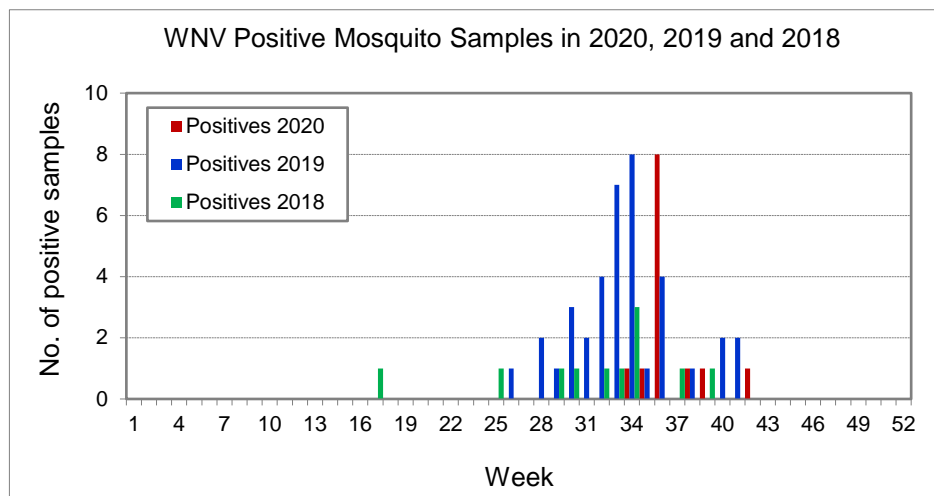
Su, T., P. Mullens, J. Thieme, A. Melgoza, R. Real, and M.Q. Brown. 2020. Deployment and fact analysis on In2Care trap, a novel tool to control invasive *Aedes* mosquitoes. Journal of American Mosquito Control Association (In press).

Presentations: None.

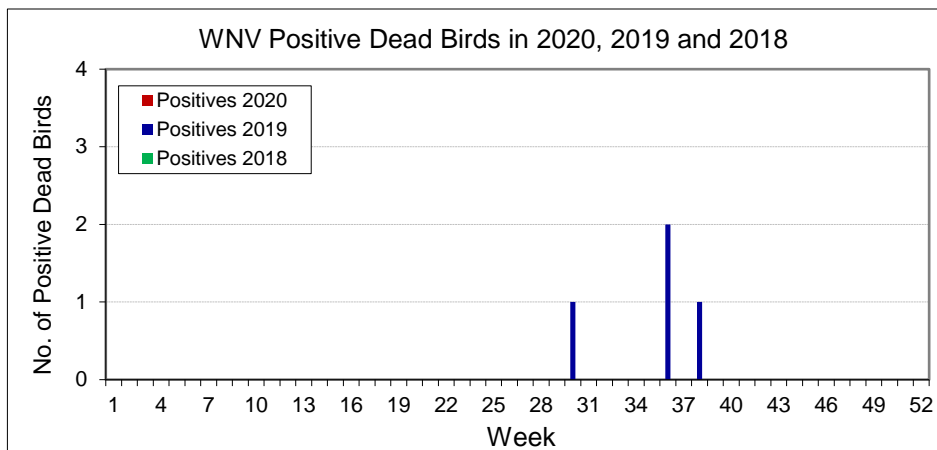
SURVEILLANCE

1. West Nile virus:

A. Test results of mosquito samples for 2020, 2019 and 2018:



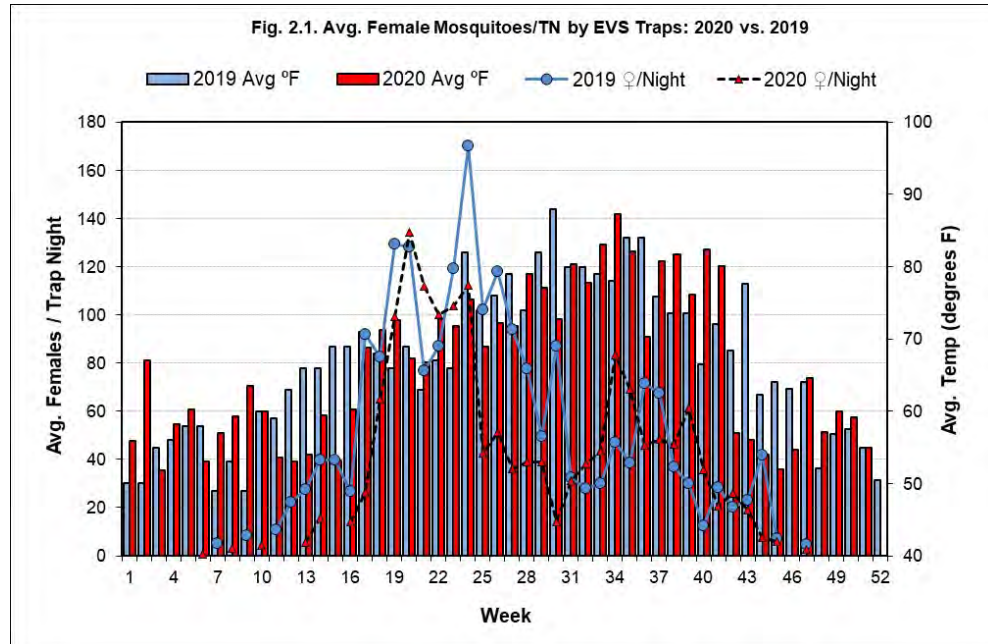
B. Test results of dead birds for 2020, 2019 and 2018:



2. Adult mosquito surveillance by EVS and Gravid traps:

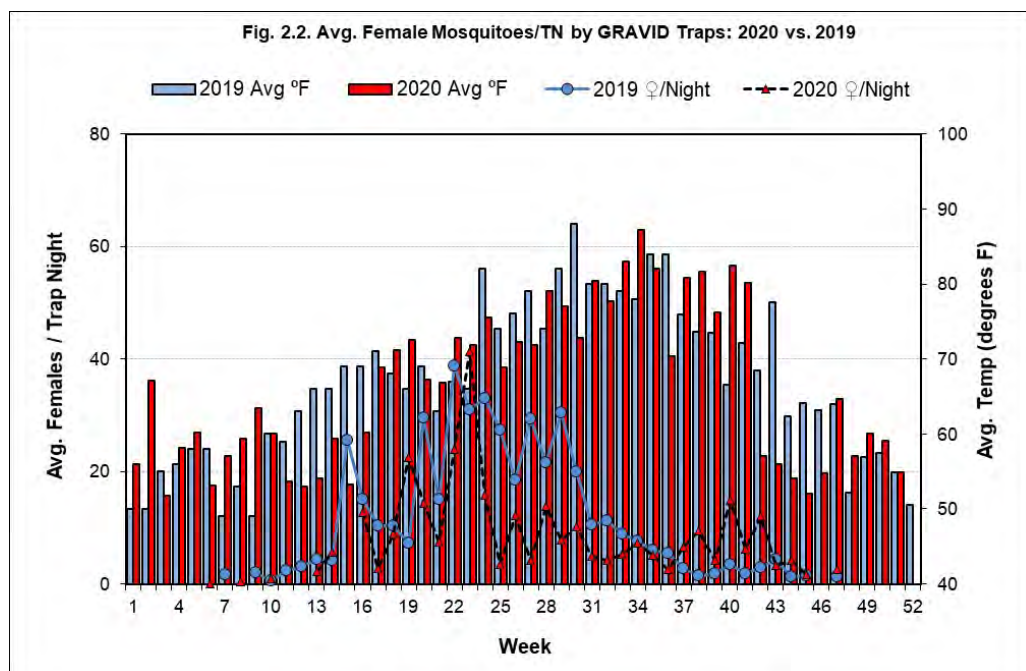
A. EVS Trap:

Trapping was conducted bi-weekly in November 2020 by setting 23 EVS traps. Average counts out of 46 TN further decreased considerably to 4.3/TN from 15.7/TN in prior month (Fig. 2.1).



B. Gravid Trap:

Trapping was conducted bi-weekly in November 2020 by setting 27 Gravid traps. Average counts out of 54 TN further decreased to 2.1/TN from 5.4/TN in prior month (Fig. 2.2).



3. Adult mosquito surveillance by BG Sentinel traps

A. Invasive *Aedes* spp.

Trapping was conducted bi-weekly in November 2020 by setting up seven (7) BG-2 traps at previously identified epicenters, plus 13-17 BG-2 traps at other locations. As in prior months, catches were predominated by *Ae. aegypti*. Average counts of host-seeking females out of 44 TN for invasive *Aedes* further decreased to 1.8/TN from 6.1/TN in prior month (Fig. 3.1).

The total counts for invasive *Aedes* in November 2020 increased 271.0% as compared with the same month in 2019. The total YTD catches as of November 2020 increased 112.2% as compared with 2019. However, these increases over 2020-2019 were much lower than those over 2019-2018 (Table 3.1).

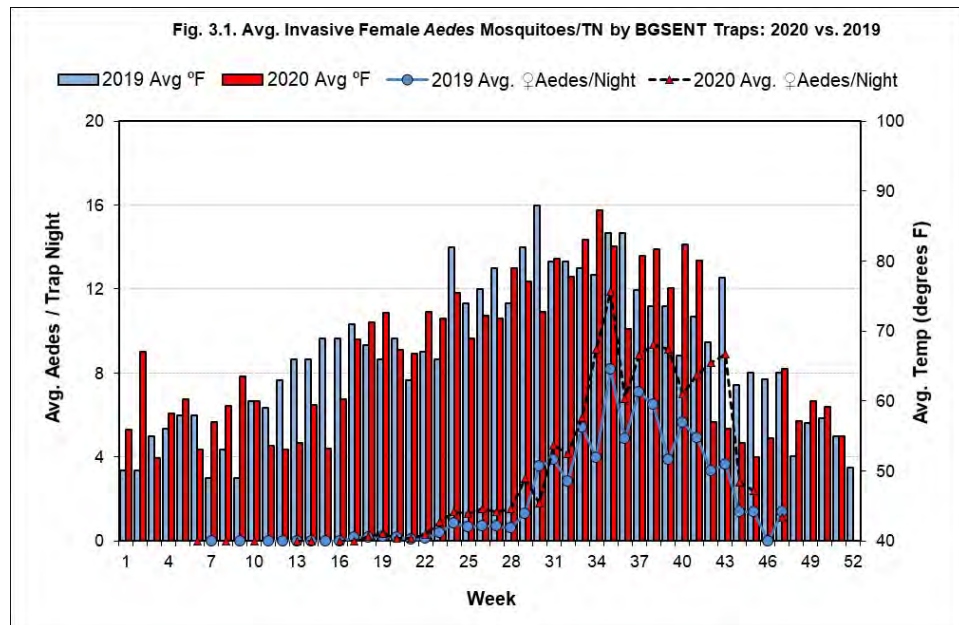


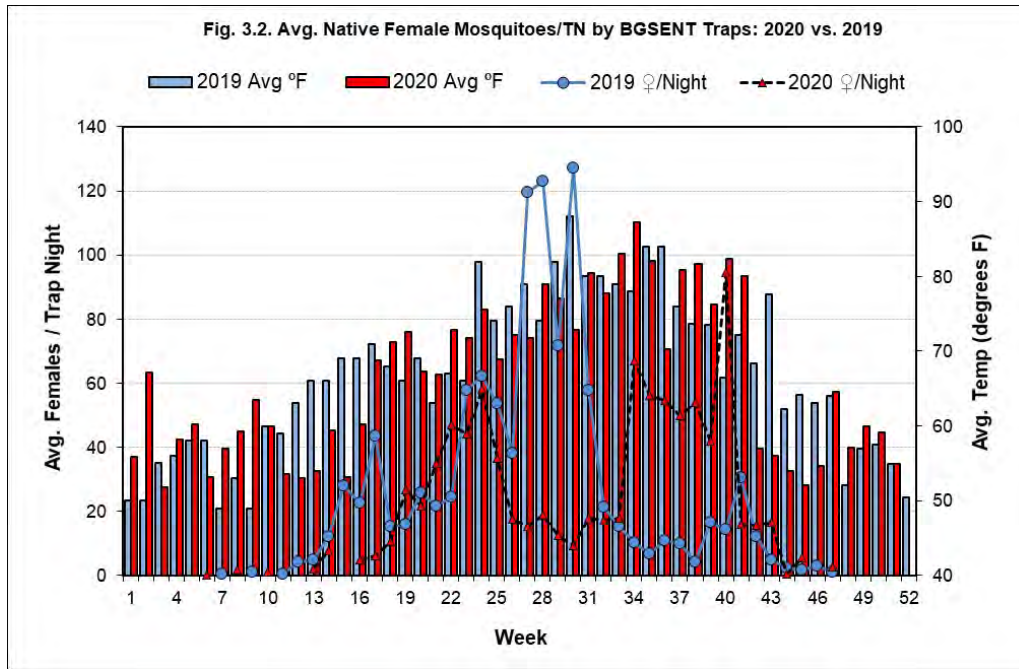
Table 3.1. Total catches of invasive *Aedes* in November 2020, 2019 and 2018 (predominantly BG-2 traps, occasionally EVS traps and rarely Gravid traps).

November	<i>Aedes aegypti</i>		<i>Aedes albopictus</i>		Total	
	Counts	% increase from prior year	Counts	% increase from prior year	Counts	% increase from prior year
2020	109	251.6	6	n/a	115	271.0
2019	31	-39.2	0	-100	31	-41.5
2018	51	n/a	2	n/a	53	n/a

YTD	<i>Aedes aegypti</i>		<i>Aedes albopictus</i>		Total	
	Counts	% increase from prior year	Counts	% increase from prior year	Counts	% increase from prior year
2020	6,530	112.2	88	528.6	6,618	114.0
2019	3078	344.2	14	-77.8	3,092	309.0
2018	693	n/a	63	n/a	756	n/a

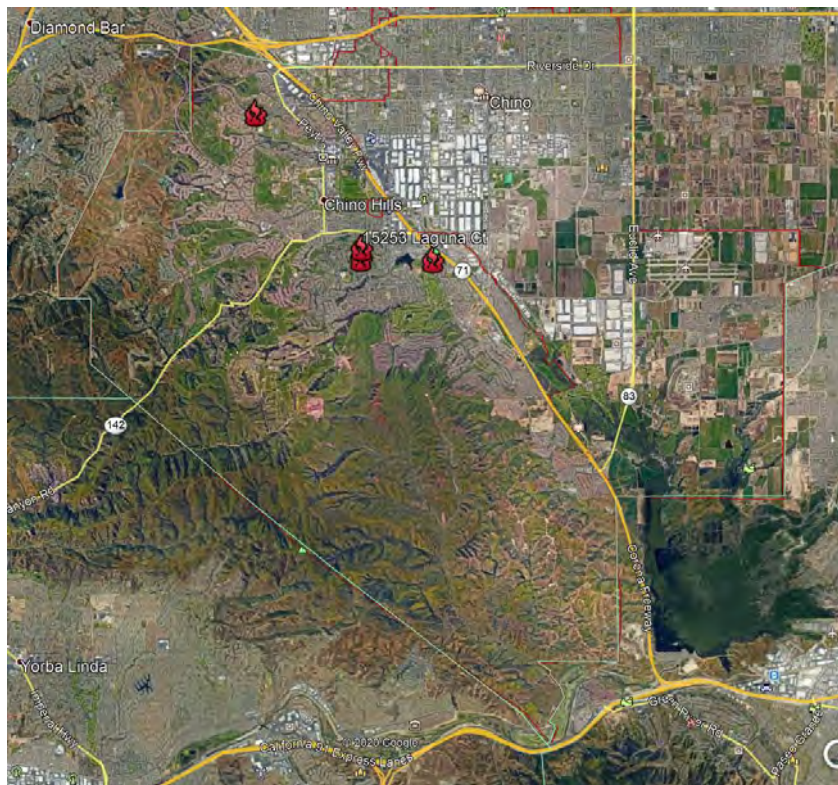
B. Native *Culex* spp.

Trapping was conducted bi-weekly in November 2020 by setting up seven (7) BG-2 traps at previously identified epicenters, plus 13-17 BG-2 traps at other locations. Average counts out of 44 TN for *Culex* spp. went down significantly to 4.0/TN from 10.8/TN in prior month (Fig. 3.2).



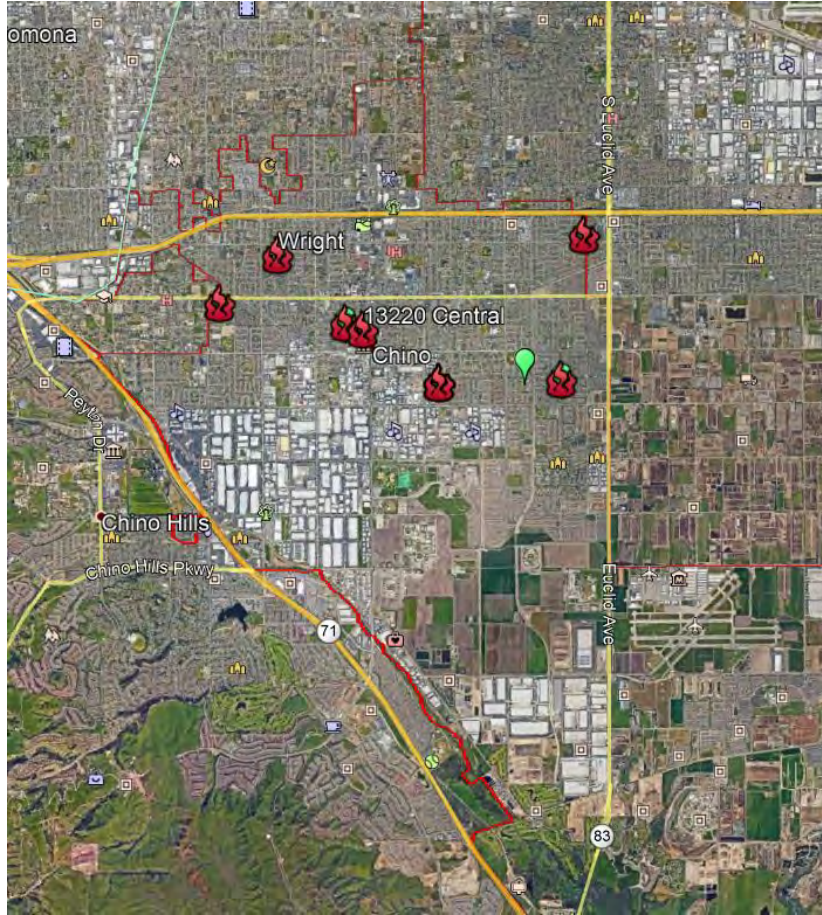
Chino Hills

(“Green Balloons” - Negative Trap Nights; “Fireballs” - Positive Trap Nights for *Aedes aegypti*)



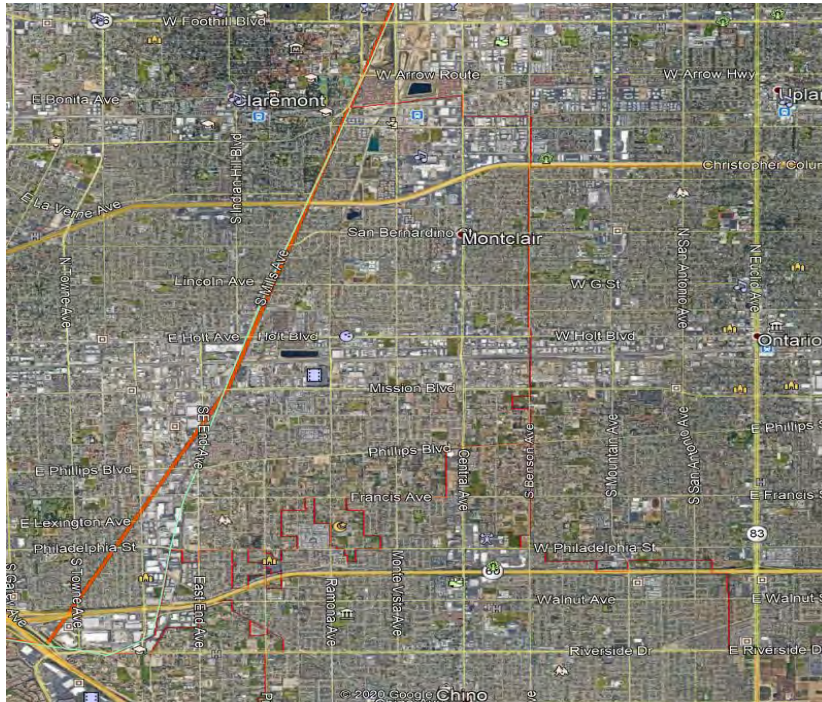
Chino

("Green Balloons" - Negative Trap Nights; "Fireballs" - Positive Trap Nights for *Aedes aegypti*)



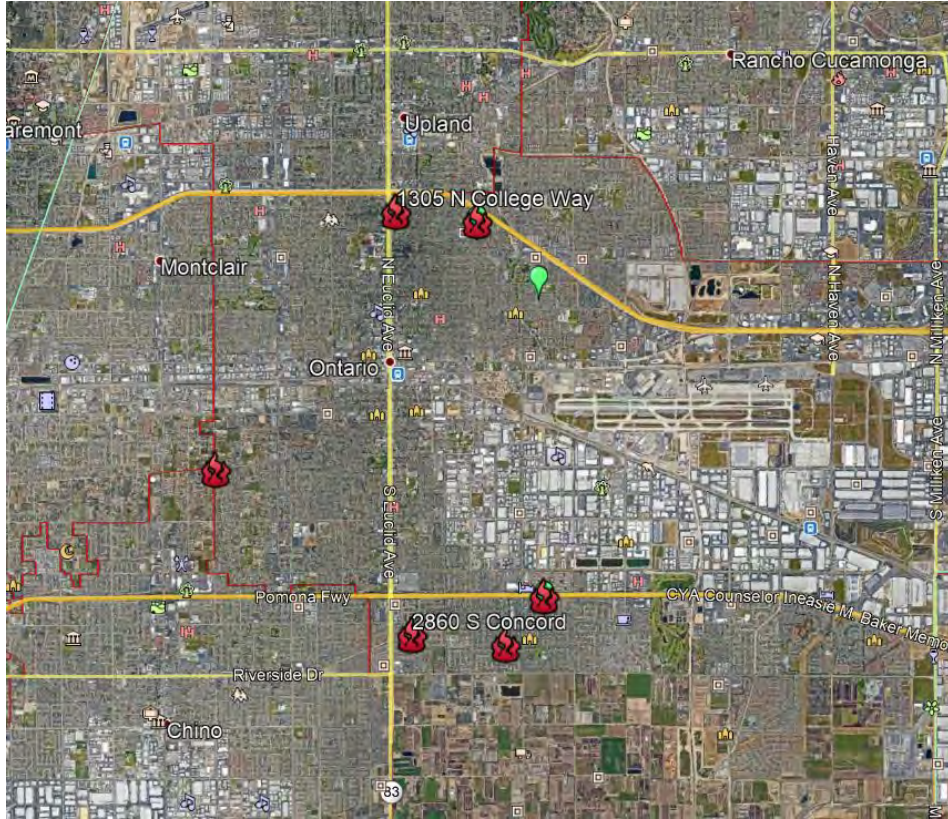
Montclair

(No trapping in November 2020)



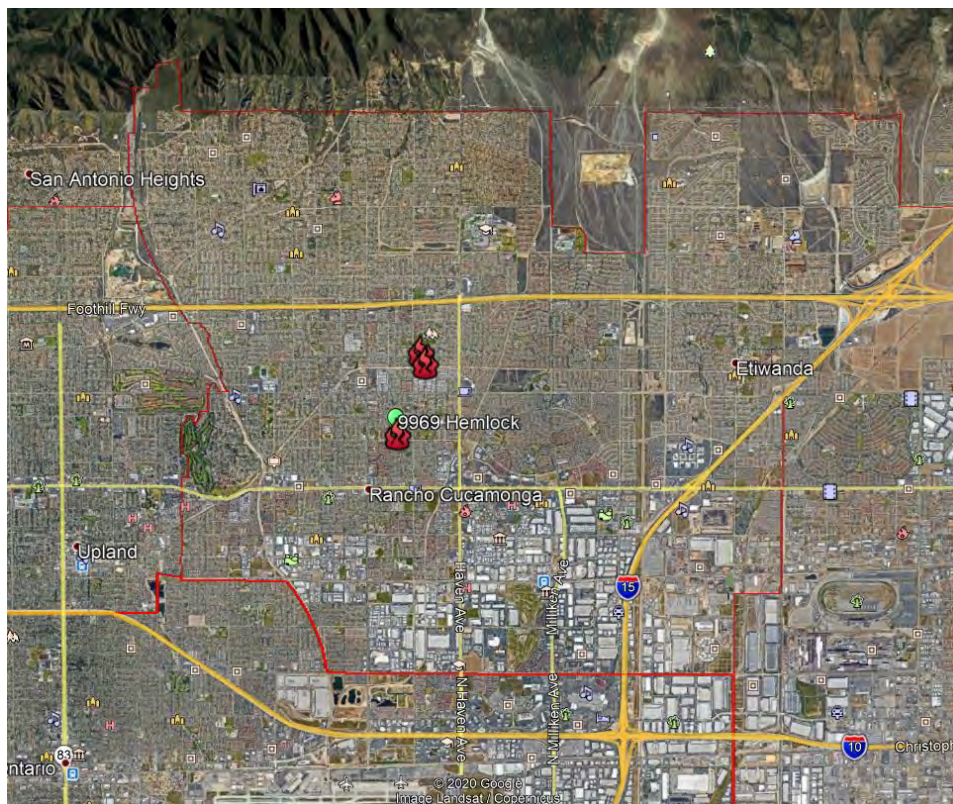
Ontario

("Green Balloons" - Negative Trap Nights; "Fireballs" - Positive Trap Nights for *Aedes aegypti*)



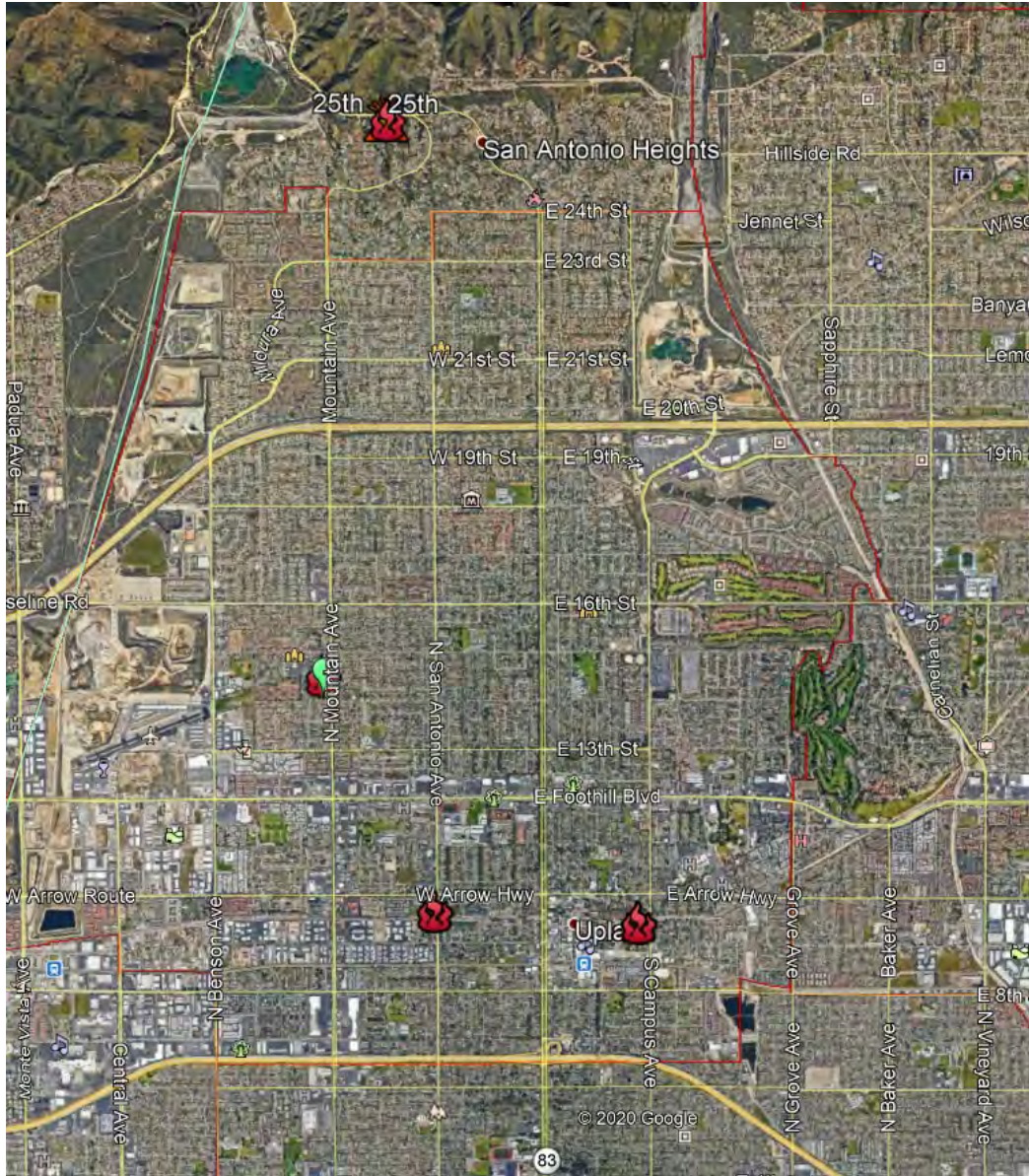
Rancho Cucamonga

("Green Balloons" - Negative Trap Nights; "Fireballs" - Positive Trap Nights for *Aedes aegypti*)



Upland

("Green Balloons" - Negative Trap Nights; "Fireballs" - Positive Trap Nights for *Aedes aegypti*; "Volcanoes" - Positive Trap Nights for *Ae. albopictus*)*



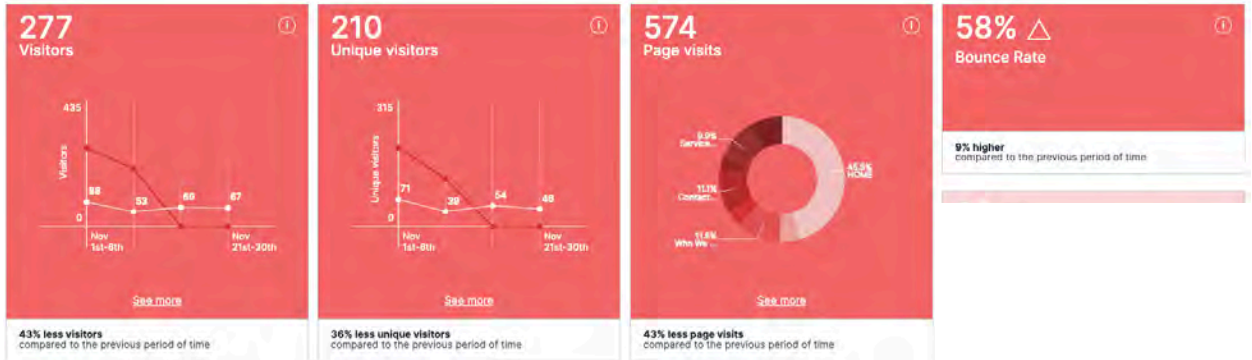
*Both invasive species were present at 25th Street trap site in November 2020.

EXHIBIT G

IT and Community Outreach Activities Report November 2020 (Item 9.1)

November 2020

Website Activity for November



Website activity is slowing, which is typical during the end of mosquito season.

Social Media Activity for November

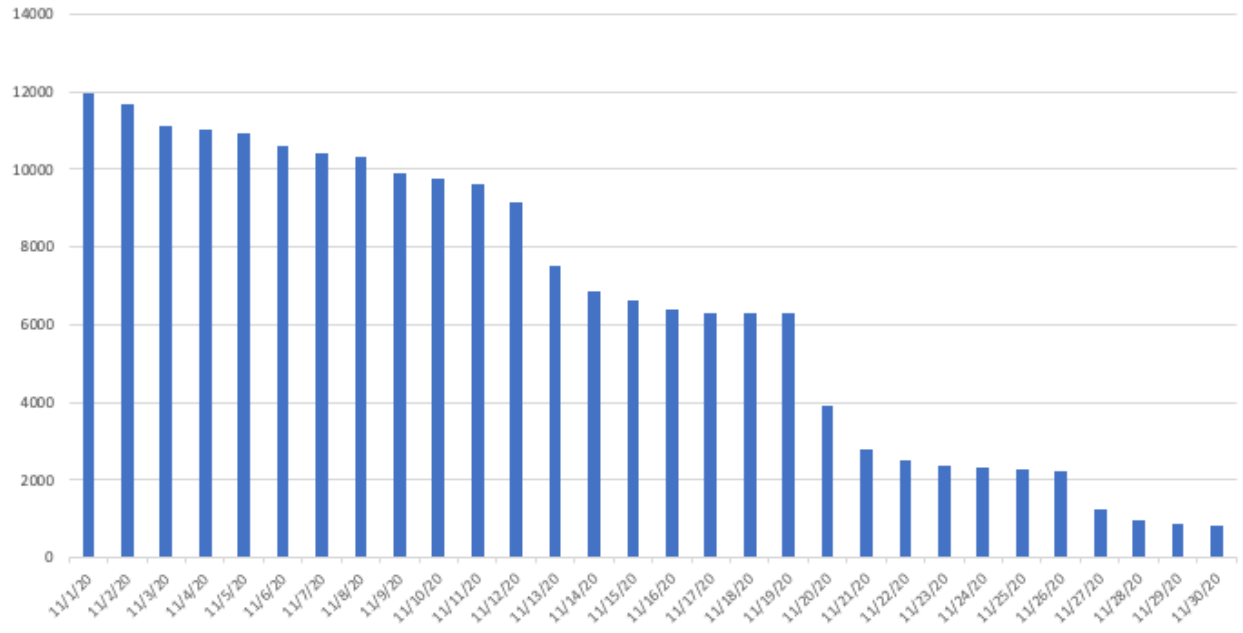
Facebook:

Our followers decreased by 5 to 1,143.

Reach is decreasing, consistent with the end of mosquito season.



28 Days Total Reach: The number of people who had any content from your Page or about your Page enter their screen. This includes posts, check-ins, ads, social information from people who interact with your Page and more. (Unique Users)



Twitter:

Followers decreased from 638 to 635.

Your Tweets earned **3.9K impressions** over this 30 day period

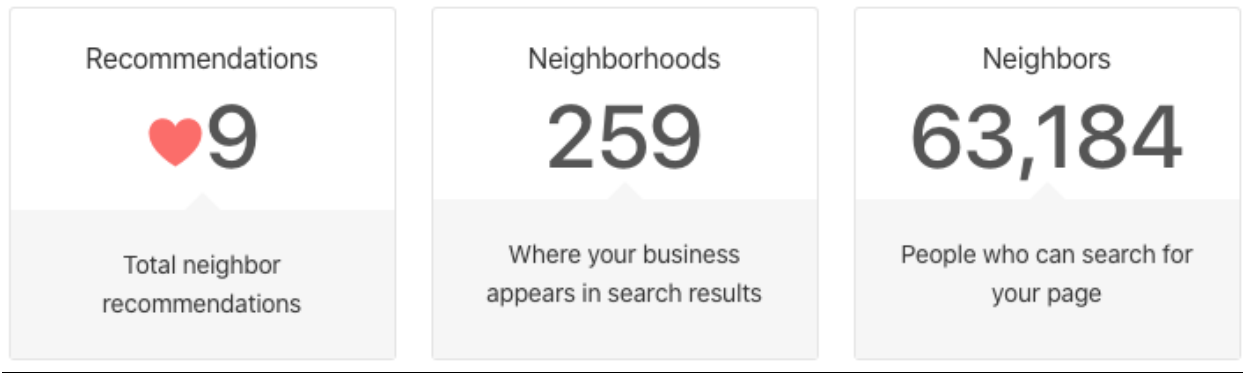


Instagram:

346 Posts, 346 Followers, Following 144
 Followers have increased by 21 from last month

Nextdoor:

Our reach has decreased slightly from the previous month



November Events:

Due to coronavirus, all events are either cancelled or suspended until further notice.

IT/Data:

No issues with our internal system. .

EXHIBIT E

Field Operations Reports December 2020 (Item 9.1)

Field Operations Section

In the month of December, the District experienced a 66% decrease in service requests from the previous month and had a 18% increase in comparison to the same period of last year. December service requests concerning mosquitoes, rodents, flies, bees, and miscellaneous vectors were down from the previous month. The District received two *Aedes* service calls.

Meetings

City of Chino:

Date – 12/04/20

Location – Magnolia Channel in the City of Chino

Attending – Frank Sotomayor (City of Chino Public Works), Sheri Asgari (Habitat Specialist Glen Lukos Associates, Inc.), Alfonso Melgoza (West Valley MVCD) and Robert Real (West Valley MVCD).

Reviewed current vegetation maintenance and what needs to be done before the nesting season.

Inland Empire Utilities Agency:

Date – 12/09/20

Midge conference call

Attending – Andy Campbell (Inland Empire Utilities Agency), Justin Nakano (Chino Basin Watermaster), Michelle Brown (West Valley MVCD) and Robert Real (West Valley MVCD),

Reviewed midge trap count's and all trap are below threshold. No treatments necessary.

First Services Residential HOA:

Date – 12/10/20

Location – Preserve and Bickmore Basins in the City of Chino

Attending – Suzan Bolton (Executive Director, First Service Residential HOA), Ricardo Garcia (Consultant, Mosaic Consulting Inc.) and Alfonso Melgoza (West Valley MVCD).

Reviewed maintenance of Preserve and Bickmore Basins for the non-nesting season. Vegetation removal is almost done at the Preserve Basins.

Maintenance to the Bickmore Basin is scheduled to start in January of 2021.

Inland Empire Utilities Agency:

Date – 12/21/20

Location – 6075 Kimball Avenue, City of Chino

Attending – Eric Lesser (IEUA, Landscape Coordinator), Robert Real (West Valley MVCD).

Reviewed the maintenance needed at the Chino Creek Wetlands and Educational Park.

IEUA will begin vegetation removal and clearing all access points to all ponds in January. Eric Lesser estimates the work will be completed in three weeks.

**West Valley Mosquito and Vector Control District
December 2020
Abatement Activities**

Zone	A	B	E	F	G	H	Total
	Chino Hills	Chino	R.C.	Ontario	Montclair	Upland	

Inspection Reports Iss'd

Mosquito sources:

agricultural	0	1	0	0	0	0	1
res./comm.	0	0	4	2	0	1	7

Fly sources:

agricultural	0	0	0	0	0	0	0
res./comm.	0	0	0	0	0	0	0

Rodent sources:

res./comm.	0	0	1	0	1	1	3
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Miscellaneous sources:

res./comm.	0	0	0	0	0	0	0
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Bee sources:

res./comm.	0	0	0	0	0	0	0
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Warning Notices Iss'd

Mosquito sources:

agricultural	0	0	0	0	0	0	0
res./comm.	0	0	0	1	0	0	1

Fly sources:

agricultural	0	0	0	0	0	0	0
res./comm.	0	0	0	0	0	0	0

Rodent sources:

res./comm.	0	0	0	0	0	0	0
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Miscellaneous sources:

res./comm.	0	0	0	0	0	0	0
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Bee sources:

res./comm.	0	0	0	0	0	0	0
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Notice of Hearings Iss'd

	0	0	0	0	0	0	0
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Hearings Held

	0	0	0	0	0	0	0
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WEST VALLEY MOSQUITO and VECTOR CONTROL DISTRICT
 December-20
 SERVICE REQUEST

Dec-20

	MOSQ	Ae. MX	FLIES	RODENTS	BEES	DEAD BIRD	MIDGE	OTHERS	TOTAL
CH	2	1	0	1	0	0	0	0	4
CO	0	0	5	0	1	0	0	1	7
RC	1	0	0	0	1	0	0	0	2
ON	2	0	0	0	0	0	0	0	2
MC	0	0	0	1	0	0	0	0	1
UL	1	1	0	5	1	0	0	2	10
OOD	0	0	0	0	0	0	0	0	0
Total	6	2	5	7	3	0	0	3	26

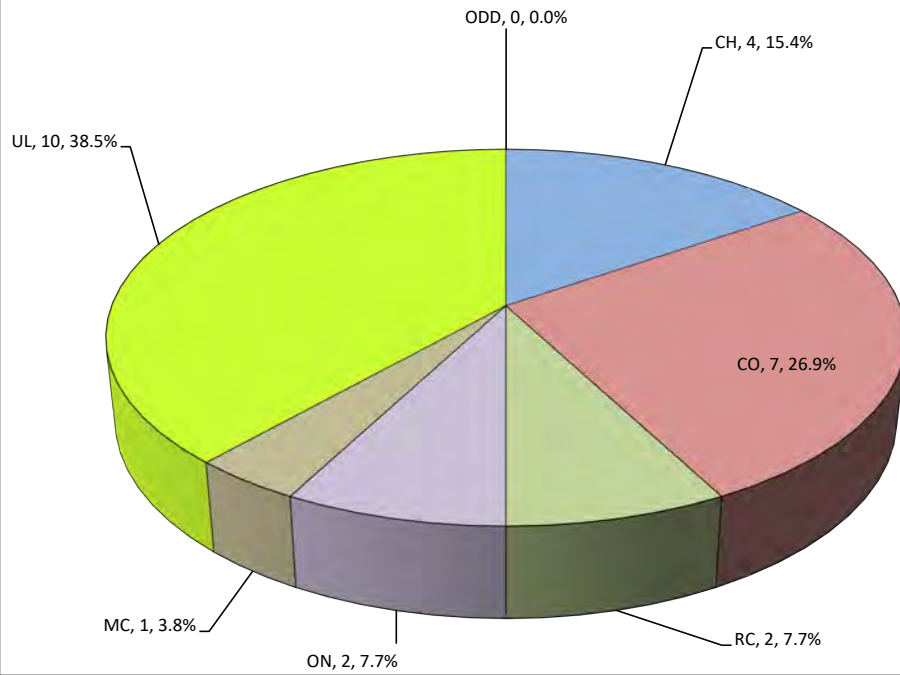
Dec-19

	MOSQ	FLIES	RODENTS	BEES	DEAD BIRD	MIDGE	OTHERS	TOTAL
CH	2	0	0	0	0	0	0	2
CO	0	0	0	0	0	0	0	0
RC	1	0	1	2	0	0	0	4
ON	4	1	1	6	0	0	1	13
MC	1	0	0	0	0	0	0	1
UL	1	0	0	0	1	0	0	2
OOD	0	0	0	0	0	0	0	0
Total	9	1	2	8	1	0	1	22

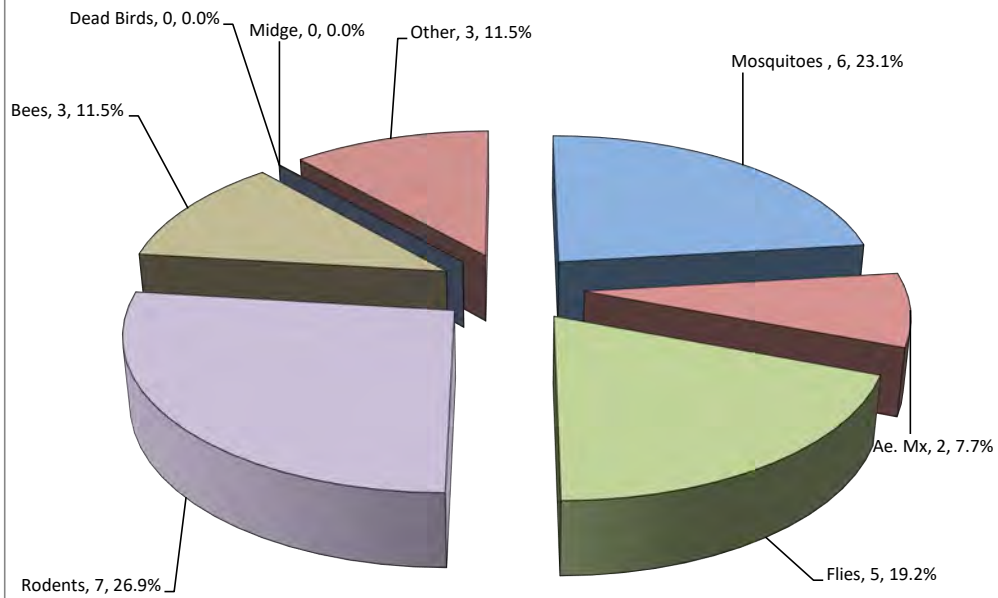
CURRENT MONTH						
	M	F	R	B	MI	O
Sources Inspected	1081	5	7	3	0	3
Breeding	355	0	2	1	0	0
Breeding%	32.8%	0.0%	28.6%	33.3%	0.0%	0.0%

YEAR AGO						
	M	F	R	B	MI	O
Sources Inspected	1356	1	2	8	0	1
Breeding	322	0	0	1	0	0
Breeding%	23.7%	0.0%	0.0%	12.5%	0.0%	0.0%

Service Requests by Cities (12-2020)



Service Requests by Vectors (12-2020)



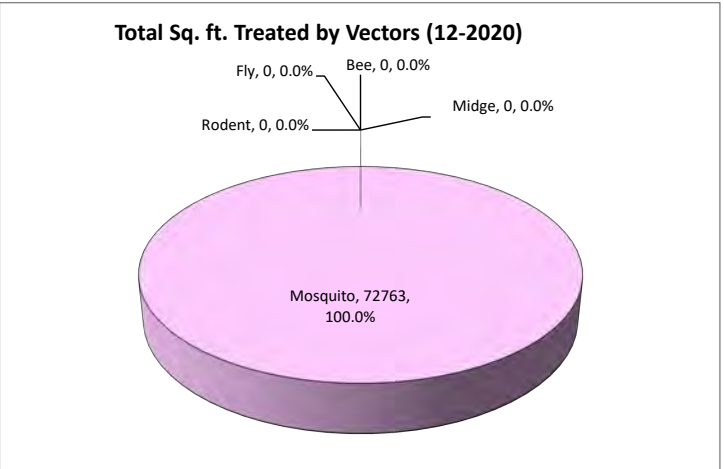
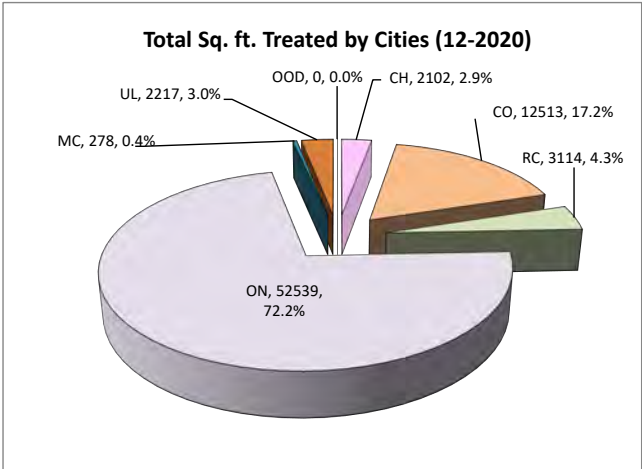
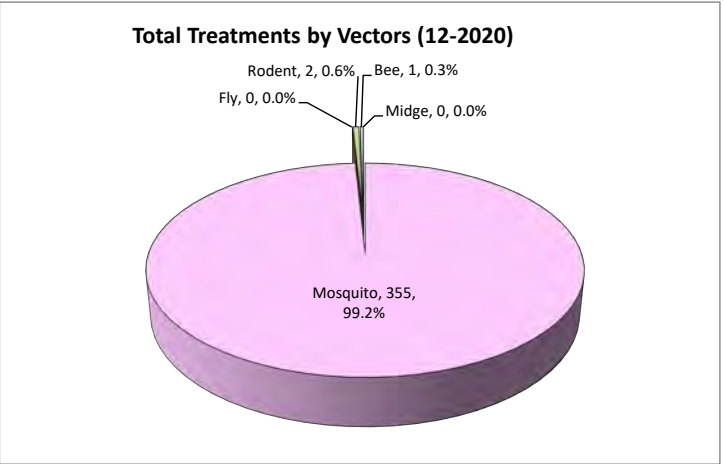
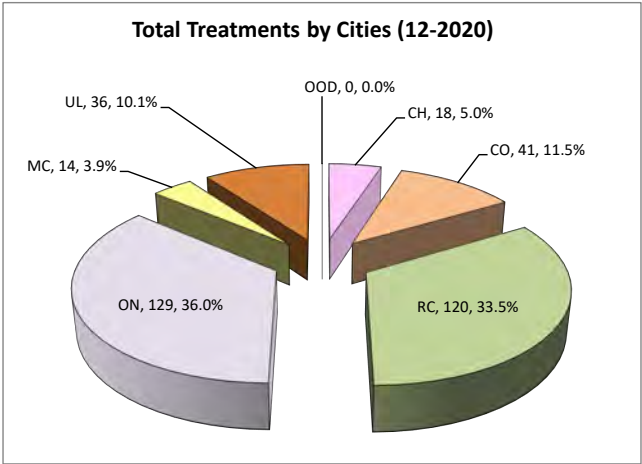
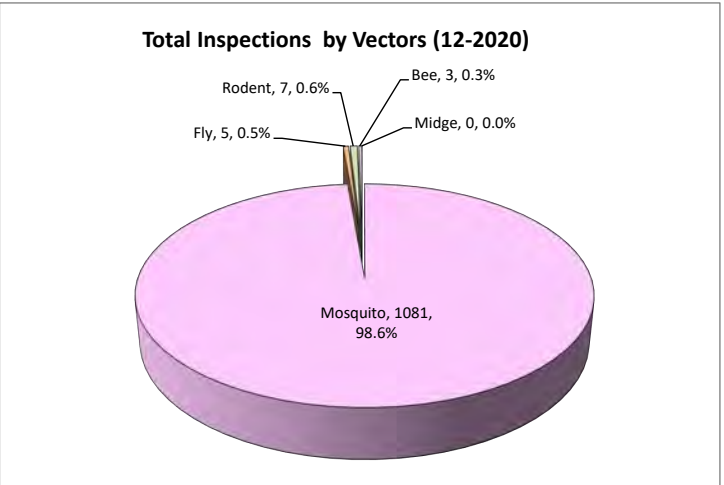
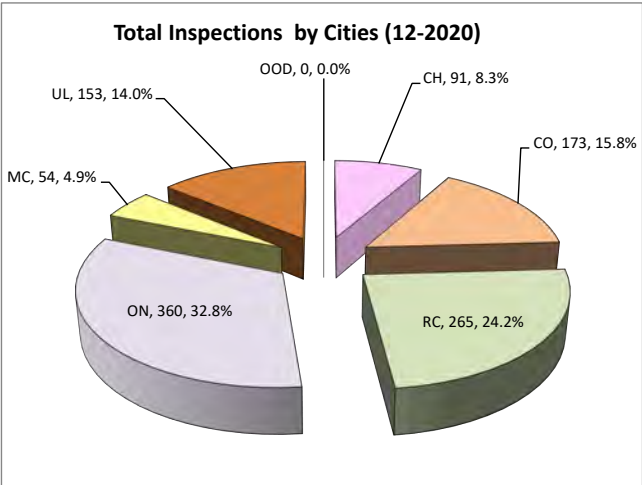


EXHIBIT F

Vector and Disease Surveillance Reports December 2020 (Item 9.1)

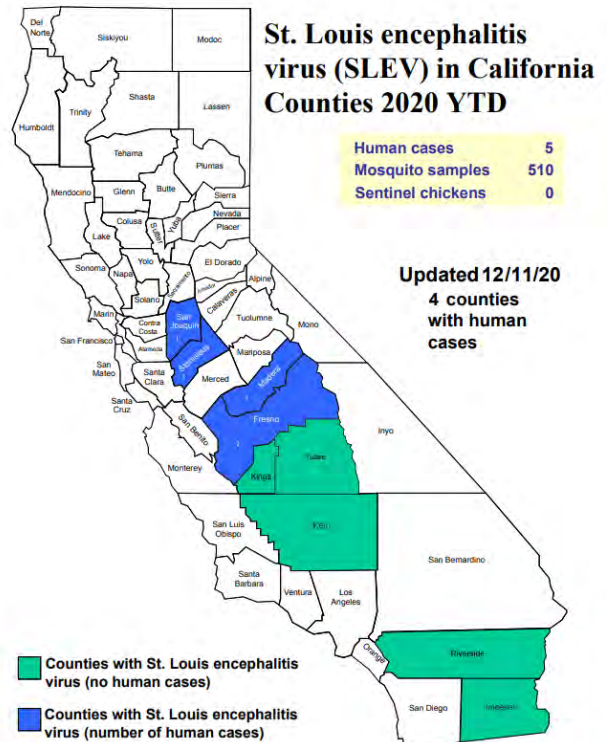
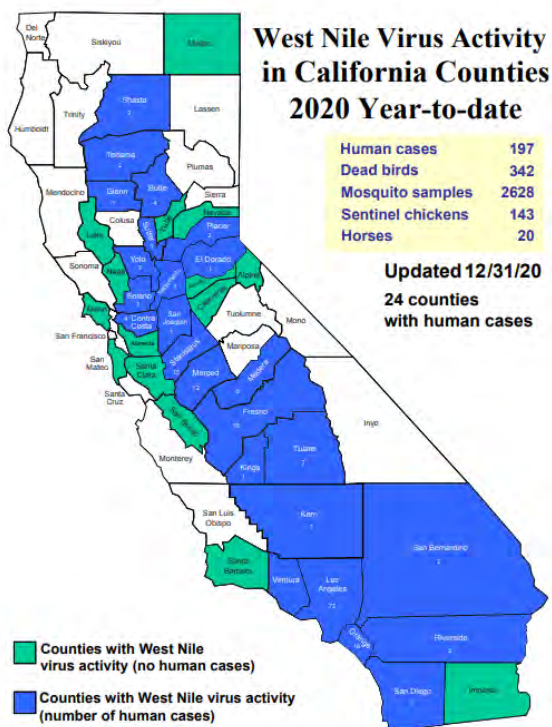
HIGHLIGHTS

1. 2020 West Nile virus (WNV) infestation:

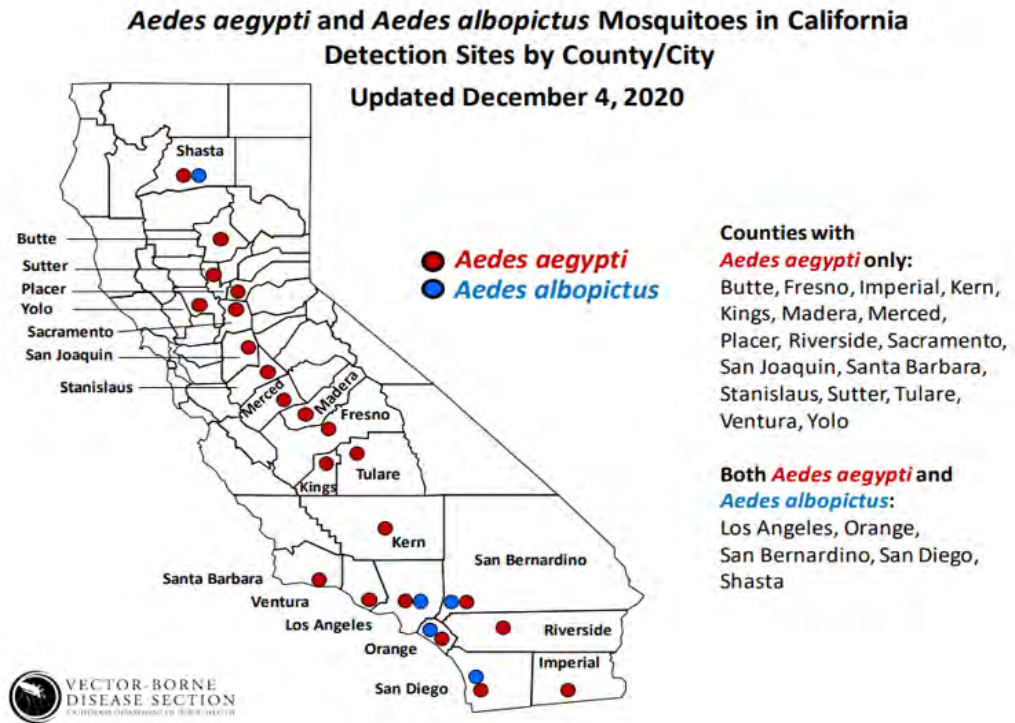
- Nationwide: 540 human cases with 33 fatalities as of 12/15/2020.
- State: 197 human cases with 8 fatalities, 2,628 positive mosquito samples, 342 positive dead birds, 143 positive sentinel chickens, 20 equine cases as of 12/31/2020.
- San Bernardino County: Two (2) human cases, 13 positive mosquito samples and one (1) equine case as of 12/31/2020.
- West Valley MVCD: One (1) asymptomatic human case, 13 positive mosquito samples as of 12/31/2020.

2. 2020 Saint Louis encephalitis virus (SLEV) infestation:

- State: Five (5) human cases and 510 positive mosquito samples as of 12/11/2020.
- San Bernardino County: No activity as of 12/11/2020.
- West Valley MVCD: No activity as of 12/11/2020.



3. Aedes species in California (As of 12/04/2020):



Cities* with invasive *Aedes* infestation in San Bernardino County
 (As of 12/04/2020)

City	<i>Aedes aegypti</i>	<i>Aedes albopictus</i>
Bloomington*	✓	
Chino	✓	
Chino Hills	✓	
Colton	✓	
Fontana	✓	
Grand Terrace	✓	
Highland	✓	
Loma Linda	✓	
Mentone*	✓	
Montclair	✓	✓
Ontario	✓	
Rancho Cucamonga	✓	
Redlands	✓	
Rialto	✓	
San Bernardino	✓	
Upland	✓	✓
Yucaipa	✓	

* Including unincorporated Census-Designated Places.

4. Vector populations and pathogen detections:

- No trapping was conducted in December 2020 due to cold weather and rains.
- Thirty-six (36) mosquito samples (*Culex* spp.) tested negative for WNV/SLEV/WEEV in December 2020 (samples collected in late March – early April, for in-house PCR training). Total positives for the year were 13 WNV out of 2,241 samples tested as of 12/31/2020.
- No trapping was done for invasive *Aedes* due to cold weather and rains, and absence of service request.
- No PCR was done for *Aedes* samples in this month. In total, 539 *Aedes* samples tested negative as of 12/31/2020.
- Adult midge populations in the vicinities of urban retention basins were monitored by nine (9) New Jersey Light Traps (NJLTs) to direct and evaluate control operations, also to address the complaints from the public. Counts have stayed mostly low throughout 2020.

5. Mosquitofish:

- One Holding Tank (485 Gal.) was in operation in December 2020. One water heater was installed in the Holding Tank, and water temperature was enhanced about 10°F to mid-60°F.

6. Publications and presentations:

Publications:

Lura, T., T. Su, J. Thieme and M.Q. Brown. 2020. A validated protocol to simultaneously detect Chikungunya, Dengue and Zika Viruses in Mosquitoes. *Journal of Vector Borne Diseases* (In press).

Su, T., P. Mullens, J. Thieme, A. Melgoza, R. Real, and M.Q. Brown. 2020. Deployment and fact analysis on In2Care trap, a novel tool to control invasive *Aedes* mosquitoes. *Journal of American Mosquito Control Association*. 36: 167-174.

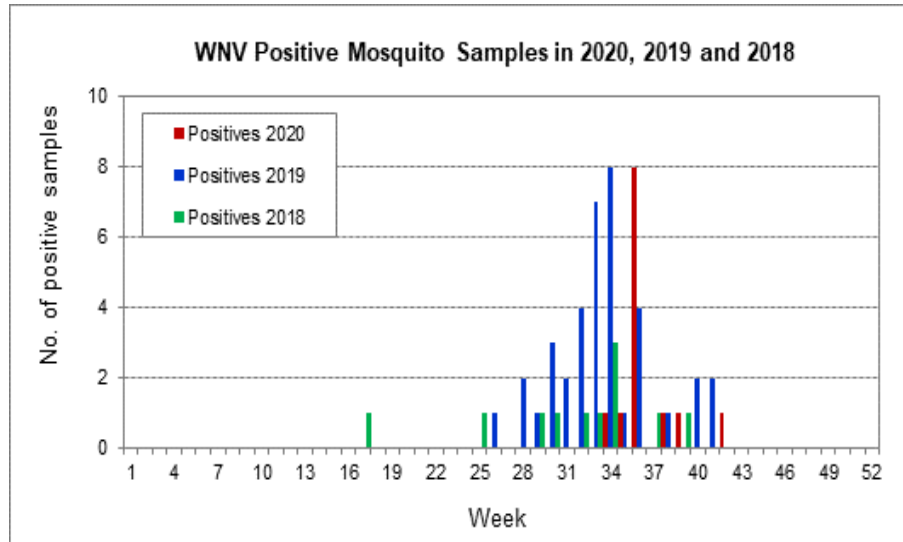
Presentations:

None.

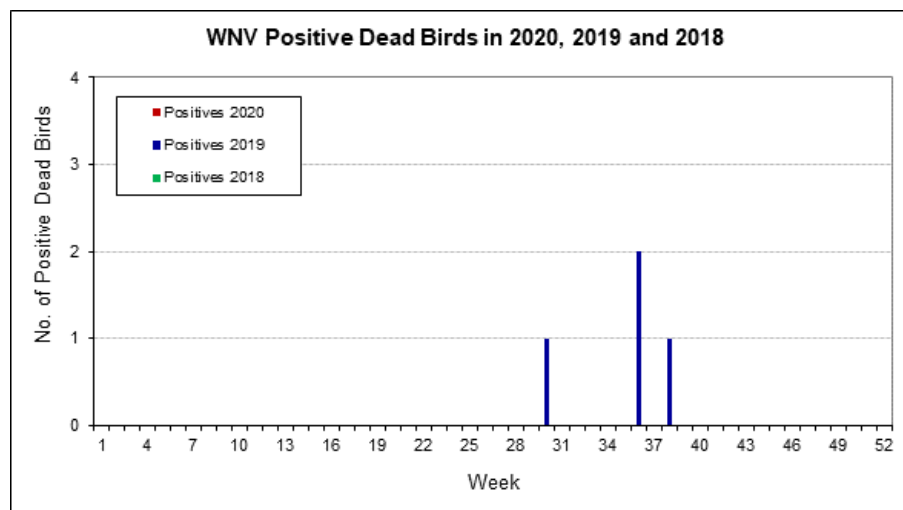
SURVEILLANCE

1. West Nile virus:

A. Test results of mosquito samples for 2020, 2019 and 2018:



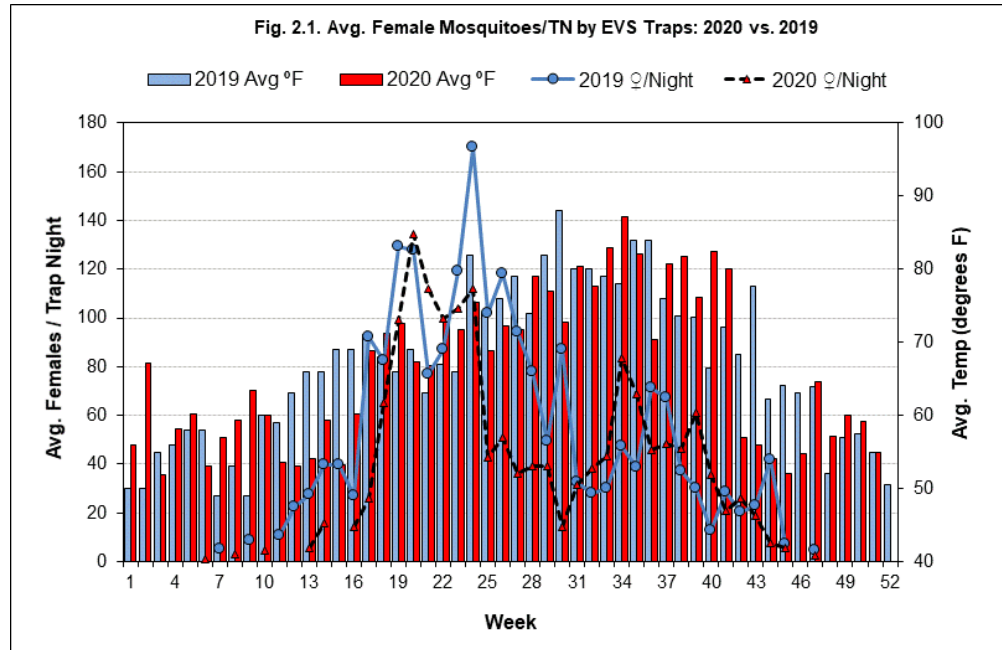
B. Test results of dead birds for 2020, 2019 and 2018:



2. Adult mosquito surveillance by EVS and Gravid traps:

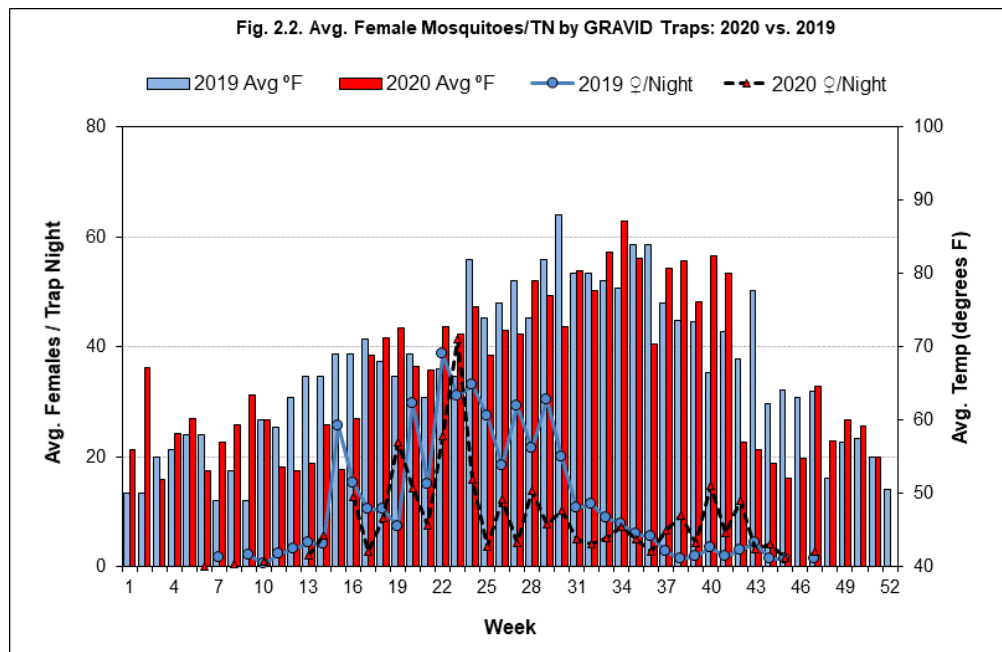
A. EVS Trap:

No trapping was conducted in December 2020 due to cold weather and rains (Fig. 2.1).



B. Gravid Trap:

No trapping was conducted in December 2020 due to cold weather and rains (Fig. 2.2).



3. Adult mosquito surveillance by BG Sentinel traps

A. Invasive *Aedes* spp.

No trapping was conducted in December 2020 due to cold weather and rains and absence of service request (Fig. 3.1).

The total YTD catches as of December 2020 increased 114.0% when compared with 2019. However, the increase over 2020-2019 was much lower than that over 2019-2018 (309.0%) (Table 3.1).

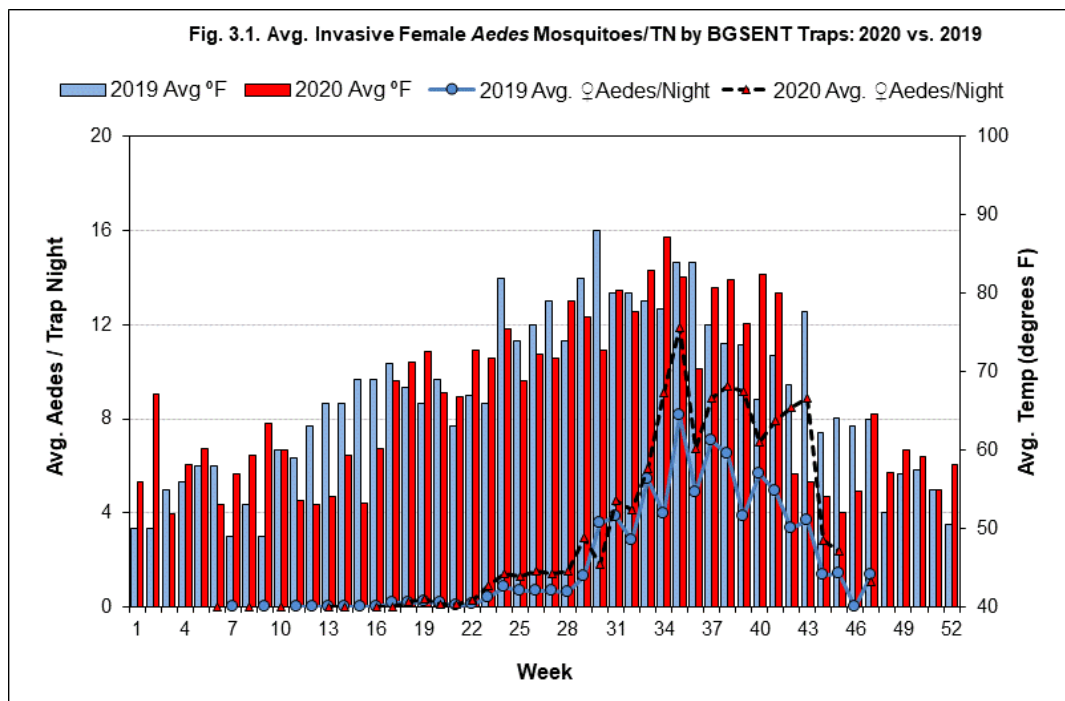


Table 3.1. YTD counts as of December for invasive *Aedes* in 2020, 2019 and 2018 (predominantly BG-2 traps, occasionally EVS traps and rarely Gravid traps).

YTD as November	<i>Aedes aegypti</i>		<i>Aedes albopictus</i>		Total	
	Counts	% increase from prior year	Counts	% increase from prior year	Counts	% increase from prior year
2020	6,530	112.2	88	528.6	6,618	114.0
2019	3,078	344.2	14	-77.8	3,092	309.0
2018	693	n/a	63	n/a	756	n/a

B. Native *Culex* spp.

No trapping was conducted in December 2020 due to cold weather and rains and lack of service request (Fig. 3.2).

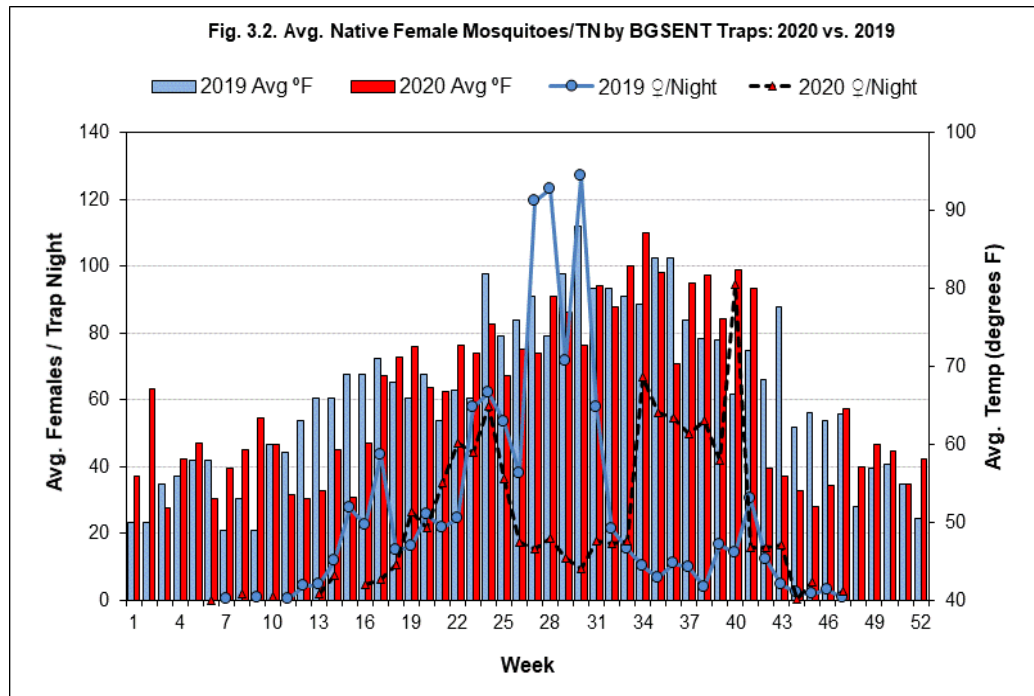
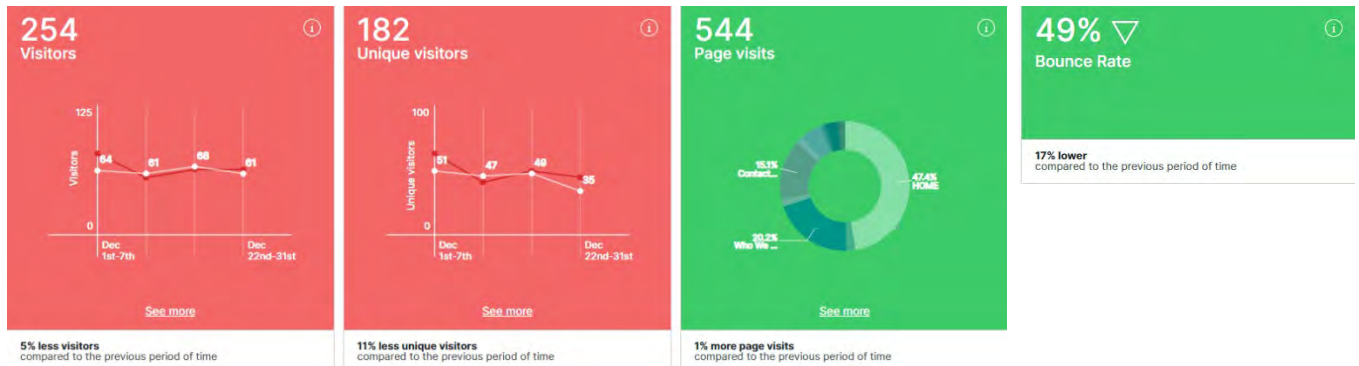


EXHIBIT G

IT and Community Outreach Activities Report December 2020 (Item 9.1)

December 2020

Website Activity for December



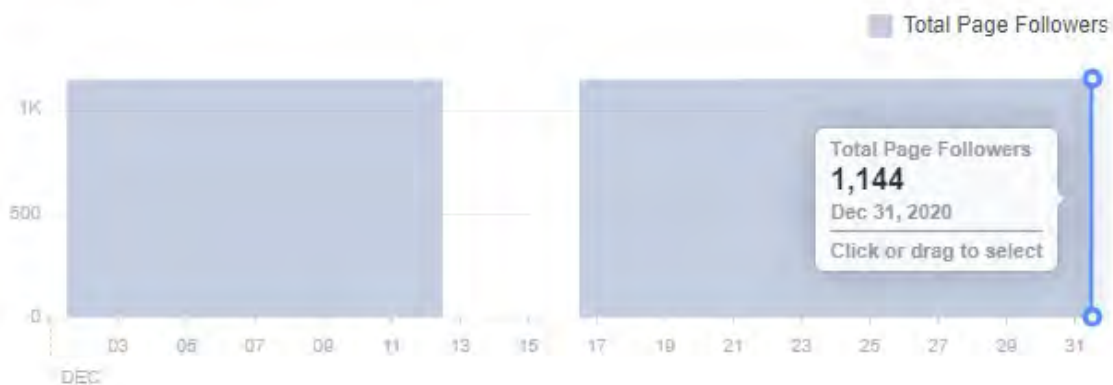
Website activity is slow, which is typical during this time of the year.

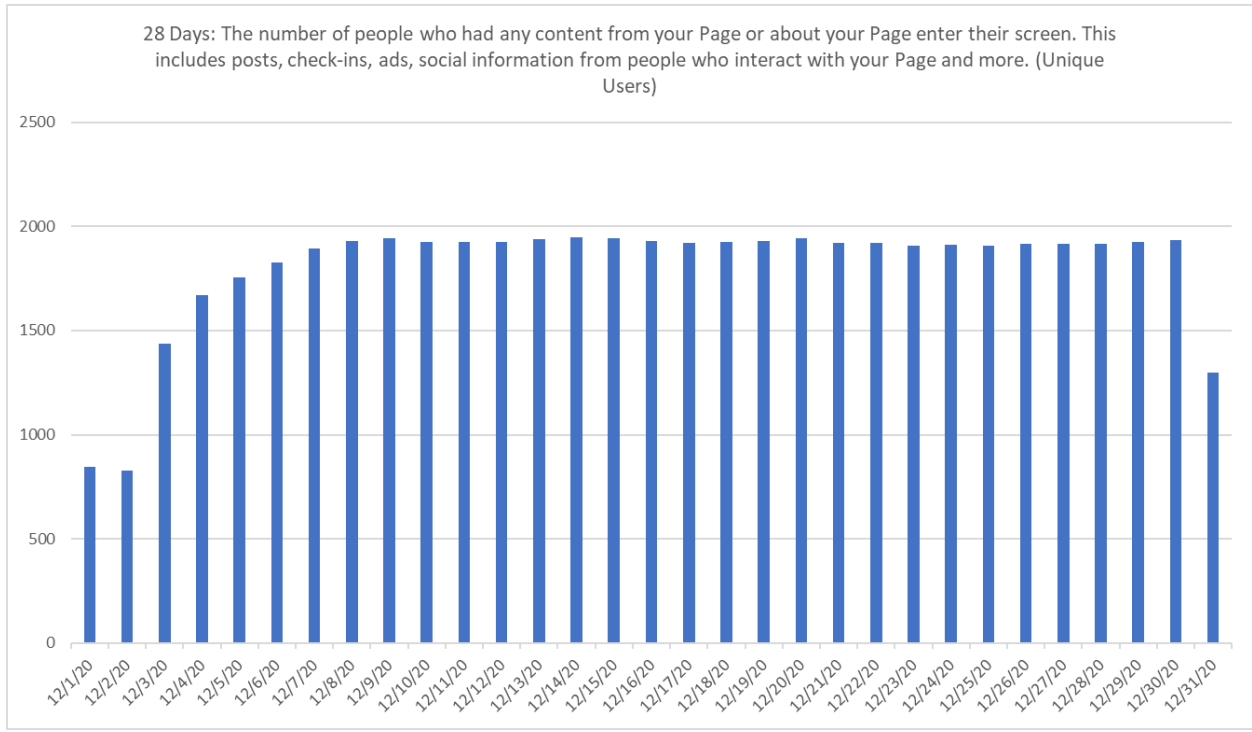
Social Media Activity for December

Facebook:

Our followers increased by 1 to 1,144.
Reach is lower, consistent with the winter season.

Total Page Followers: 1,144

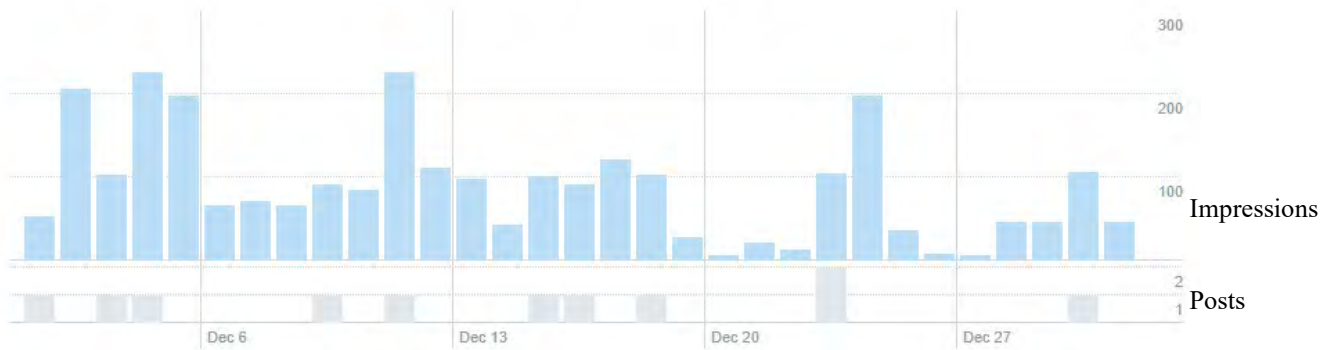




Twitter:

Followers increased from 635 to 637.

Your Tweets earned **2.7K impressions** over this 31 day period



Instagram:

353 Posts, 350 Followers, Following 144
 Followers have increased by 4 from last month

December Events:

Due to coronavirus, all events are either cancelled or suspended until further notice.

IT/Data: No issues with our internal system.

EXHIBIT H
Administrative Report
(Item 9.1)

- A. District Manager Brown and Operations Director Robert Real participated in monthly meetings with Inland Empire Utilities Agency (IEUA), San Bernardino County Flood Control District, Chino Basin Water Master, and San Bernardino County Vector Control to discuss status of recharge basins and midge populations.
- B. The District is continuing to require face coverings at District headquarters, adhering to social distancing standards, encouraging staff to stay home if they or a family member is ill, and disinfects all common surfaces in the District daily.
- C. The contract with the San Bernardino County Flood Control District has been renewed through June of 2026.
- E. The District is currently working with several stakeholders to ensure that proper maintenance is done at locations prior to nesting season. These locations include the Wineville Basin (San Bernardino County Flood Control), part of the Magnolia Channel in Chino (city of Chino), the Bickmore/Preserve basins (HOAs), and the Mill Creek Wetlands (city of Ontario).
- F. While the District continued to observe a rise in the number of invasive *Aedes* mosquito species within the District, most overnight surveillance traps (74%) had less than 10 *Aedes* mosquitoes.

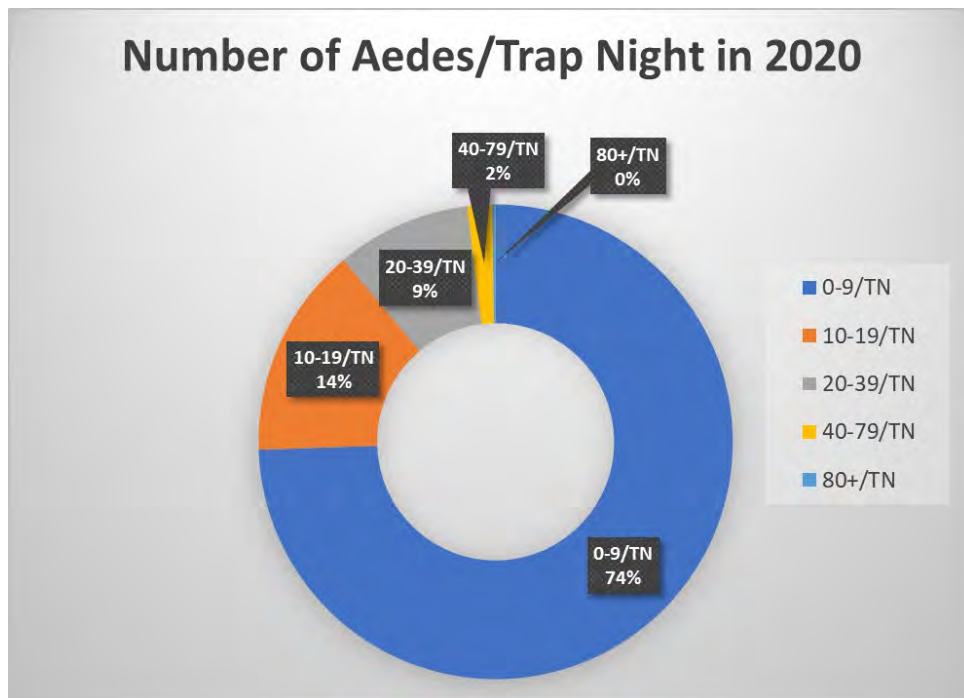


EXHIBIT I

District Committees (Item 9.3)

The District maintains three different committees that Board Trustees can participate in annually. These are:

- Finance and Budget Committee – This committee participates in the planning and drafting of the budget before submittal to the Board at large. Extra meetings required between April 1 – May 31.
- Insurance Committee – This committee participates in the planning and selection of insurance options for personnel before submittal to the Board at large. Extra meetings required between October 1 – November 30.
- Personnel Committee – This committee participates in the planning and drafting of personnel policy maintenance/changes before submittal to the Board at large. Extra meetings required between January 1 – February 28.

Additionally, there will be an ad hoc legal counsel RFP committee with meetings in February 2021.

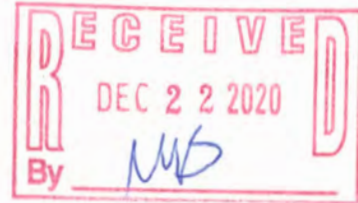
EXHIBIT U

**Correspondence from November 21, 2020 through
January 15, 2021 (Item 4.2)**



ADMINISTRATIVE SERVICES DEPARTMENT
CITY CLERK'S OFFICE
Telephone (909) 931-4120
Facsimile (909) 931-4123

December 15, 2020



West Valley Mosquito and Vector Control District
1295 E Locust St
Ontario, California 91761

RE: City Council Action – Appointment to the West Valley Mosquito and Vector Control District

The Upland City Council, at their regular meeting held on December 14, 2020, appointed Councilmember Carlos Garcia to the West Valley Mosquito and Vector Control District Board, term to expire in December 2022.

If you have any questions, please do not hesitate to call me at (909) 931-4120 Monday through Thursday from 8:00 a.m. to 6:00 p.m.

Respectfully,

Keri Johnson, CMC, CPMC
City Clerk

**WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
REQUEST FOR PROPOSAL DISTRICT LEGAL COUNSEL
SERVICES (“RFP”)
(Bid Invitations)**

The West Valley Mosquito and Vector Control District (WVMVCD) is requesting proposals from qualified attorneys or law firms to provide legal services for the District.

Background and Legal Information:

1. The District

The West Valley Mosquito and Vector Control District is a special district formed under provisions of Health and Safety Code Section 2000-2093, that provides ongoing mosquito and vector control for its residents. The District was formed as an independent special district in 1983 to protect residents from vector-borne diseases.

The District now provides enhanced mosquito and vector control services to Ontario, Rancho Cucamonga, Montclair, Upland, Chino and Chino Hills, and some unincorporated portions of San Bernardino County; an area of about 210 square miles. The regular meetings of Board of Trustees are held on the fourth Tuesday of each month at 11:30 a.m.

The District employs 21 full-time employees. For more information, please visit our website at www.wvmvcd.org.

2. Organizational Structure

The Board of Trustees governs the District. The District Manager implements the policies approved by the Board of Trustees and handle the District’s day-to-day operations.

3. Name of Contact Person

The Legal Counsel’s principal contact with the District will be Dr. Michelle Brown, the District Manager, who will coordinate the services to be provided.

Scope of Legal Services to be provided as District Legal Counsel:

The District needs an attorney with prior experience as Legal Counsel of special districts to be responsible for all facets of legal issues that might arise for the District. The Legal Counsel will be expected to keep current in all aspects of law relevant to a Legal Counsel of a vector control district and provide counsel and support for the District’s Board of Trustees and District Manager in the areas of legal compliance, ethics, liability, and risk avoidance. The following items are specifically required and are presented as a list of duties and scope of work.

Legal Counsel will perform services for the District on an as-needed basis. Duties and

responsibilities shall include the following

1. Attendance at meetings of the Board of Trustees, as requested by the Board or District Manager, for the purpose of providing legal services and consultation;
2. Attendance at such other meetings as requested by the Board of Trustees, or District Manager;
3. Preparation of ordinances, resolutions, contracts, and the like concerning the District's business;
4. Preparation of written legal opinions on matters concerning District business at the request of the Board, or District Manager;
5. Analysis of proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the District;
6. Review of contracts, bid specifications, and purchasing documents for the purposes of legal and policy compliance, appropriate risk transfer, and risk analysis and avoidance;
7. On occasion, and when requested by the Board or District Manager, consult with District staff and/or the District's labor counsel designee regarding personnel matters, labor relations matters, litigation, and other matters concerning District business, as requested (that may not otherwise be covered by District agreements with other legal resources).
8. Advise the District concerning whether to file claims or commence litigation; and represent the District in connection with certain claims and litigation filed by or against it. Generally, outside counsel will be retained in the event of a conflict of interest which disqualifies District Legal counsel from representation. Other counsel may be retained to defend or prosecute actions which in the opinion of current District Legal counsel require special expertise or where representation is being provided under a contract of insurance.
9. Provide advice and assistance to the District on matters of law, including the Brown Act, Government Code, Health and Safety Code, conflict of interest and Political Reform Act and assisting them in seeking advice from regulatory agencies such as the Fair Political Practices Commission.

Response Requested:

Your proposal must provide the following information:

1. Submittal Outside Cover Title – Include the RFP title, submittal due date, and the name, address, and telephone number of principal submitting firm.
2. Cover Letter – Provide a brief (maximum of two pages) submittal cover letter. State any changes to the format or deletions of requested materials, which may be a part of the submittal. Include a summary describing how the submitter proposes to provide the required services to the

District.

3. Identification of Responder.

- a. Provide the legal name and address of the submitter.
- b. State the legal form of the submitter, i.e. partnership, corporation, joint venture, and so forth. If the submitter is a joint venture, identify the members of the joint venture team and provide all information required under this section for each member. If the submitter is a wholly owned subsidiary of a parent company, identify the parent company and its address.
- c. Provide the name, title, address, and telephone number of submitter's principal contact person for the RFP.

4. Qualifications of the attorney and, if applicable, the firm, including:

- a. A description of the attorney's qualifications and experience, including areas of expertise, accomplishments, previous employers/clients, etc.
- b. A description of the law firm including the size of the firm, other attorneys and support staff, scope (national, regional or local, and indicating the location of the responsible office). Explain the expertise of other members of the firm as it would benefit the District.
- c. Provide office location and, if applicable, branch office that will perform the work described. Describe any steps that will be taken to address and minimize potential issues with availability for meetings, communications, consultation or expenses.
- d. A resume/curriculum vitae including years of experience, education, professional affiliations, etc.
- e. Relevant prior experience, specifically including work as Legal Counsel for special districts.
- f. A list of references from several California special districts (at least one) or agencies of a similar type, scale, and complexity, which have utilized your services including addresses and phone numbers of elected officials or key agency staff who are familiar with your performance and number of years served. Respondents must submit at least three (3) total references.
- g. A description of legal services performed for California special districts and other relevant public agencies in the Southern California region.
- h. A description of backup attorney(s) within your firm who would be available in your absence and other support staff, both professional and administrative, who would provide resources to this engagement. Resumes of key staff, particularly backup attorney(s), should be included. Backup attorney(s) should have prior qualifying experience while acting in the capacity as Legal Counsel or Assistant Legal Counsel for special districts.

- i. Any regulatory action, tax liens or legal sanctions taken against the attorney or firm.
- j. Services, if any, that have not been listed in this RFP that you believe might bring "value-added" to the scope of work proposed by your firm. Value-added includes services that might otherwise be provided by the firm which could be made available to District directors and/or staff at no increased cost. Some examples of value-added are: the opportunity to attend firm-sponsored or provided training, a newsletter or annual legal update publication, a firm-sponsored client-only research webpage, a library of existing opinion letters that might be customized to apply to the needs of District, etc.

5. Legal approach:

- a. A statement of how you plan to meet or exceed the scope of work for Legal Counsel Services described above. This should include, at a minimum, the legal approach to providing the requested services, organization of your effort/team and expectation of assistance from District staff.
- b. A statement of your availability to provide these services based on other clients and commitments.

6. Fees:

A full description of proposed fees (and/or retainers required to secure services) for the Legal Counsel and for all support attorneys and personnel anticipated to participate in this engagement, including whether you charge for travel time and, if so, whether you provide reduced rates for travel time.

7. Disclosures:

Disclosures of actual and potential conflicts of interest, if any, including but not limited to identifying each and every matter in which the attorney or firm has, within the past calendar year, represented any entity or individual with an interest adverse to the West Valley Mosquito and Vector Control District, its Board or staff, or any of the boards, agencies, commissions, or organizations to which the District belongs.

Provide a statement concerning other potential areas for conflicts of interest to arise because of your work or the work of others in your firm. Do you require a waiver clause to be signed in advance of commencing this employment?

Submittal Requirements

- 1. Number of Copies – Submit two fully executed originals, clearly marked on the cover.
- 2. Authorization – The submittal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the submitter.
- 3. Sealing and Delivery – The submittal must be SEALED, marked CONFIDENTIAL, and RECEIVED on or before January 29, 2020 at 3:30 p.m. at the office of:

West Valley Mosquito and Vector Control District
Attn: Michelle Brown, PhD
District Manager
1295 E. Locust St.
Ontario, CA 91761

4. Compliance

- a. Failure to substantially comply with the requirements of this RFP may result in submitter's RFP submittal not being considered.

- b. The District reserves the right to revise this RFP prior to the due date. Revisions to the RFP shall be mailed to all holders of record. The District also reserves the right to add or delete areas of expected legal advice and work as conditions change from time to time.

- c. The District will answer questions submitted in writing in the form of Addendum to be issued to all holders of record and posted online no later than three (3) days prior to the submittal deadline. All questions should be submitted to mbrown@wvmvcd.org.

- d. The District reserves the right to extend the date by which the submittals are due.

Evaluation:

Proposals will be initially evaluated by the members of the Ad Hoc Legal Counsel RFP Committee of the Board. The committee will present its recommendation to the Board along with the submitted RFPs.

Criteria

Your proposal will be reviewed and evaluated based on your overall qualifications. Proposals should be concise and to the point to facilitate ease of evaluation. You will be judged on the following criteria, and not solely on the lowest fee.

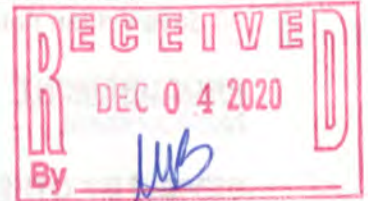
1. Qualifications of the attorney including recent experience providing Legal Counsel Services to special districts.
2. Qualifications of the attorney and assigned backup/support team.
3. Understanding of the engagement.
4. Acceptability of legal approach and ability to meet deadlines and commitments.
5. Overall fees.
6. Suggestions or offers of additional services that might be considered as value-added.

Terms and Conditions

1. This RFP does not commit the District to award a contract or contracts, to defray any cost incurred in the preparation of a response to this request, or to procure or contract for services. All submittals become the property of the District as public records. All submittals may be subject to public review on request, unless exempted.
2. The District reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of the District.
3. The District reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to, submittal date and submittal requirements. If the District cancels or revises the RFP, the District or District's representative will notify all respondents of record in writing.
4. The District reserves the right to request additional information and/or clarifications from any or all respondents to this RFP.
5. Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted will become the property of the WVMVCD and will not be returned.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

November 17, 2020



FROM

BRENDON BIGGS, Chief Flood Control Engineer, Flood Control District

SUBJECT

Memorandum of Understanding with West Valley Mosquito and Vector Control District for Vector Control Services

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District, approve Memorandum of Understanding (**County Contract No. 20-1122**) with the West Valley Mosquito and Vector Control District for vector control services in the annual amount of \$120,000, not-to-exceed \$600,000, for the period of July 1, 2021 through June 30, 2026.

(Presenter: Melissa Walker, Deputy Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The San Bernardino County Flood Control District (District) is funded by property taxes, fees, and other local, state, and federal funding. The cost for vector control services with the West Valley Mosquito and Vector Control District will be funded with property tax revenue. Sufficient appropriation and revenue will be included in the District's future recommended budgets (1910002518-F01223).

BACKGROUND INFORMATION

Environmental Health Services (EHS), a division within the Department of Public Health (DPH), has been providing vector control services within the County since 1986 and has contracted with the District under a Memorandum of Understanding (MOU) to provide such services since 1988. Under the terms of the MOU, EHS monitors and conducts daily inspections within the District's jurisdiction to control mosquito and other nuisance pests and provides pesticides, application tools and equipment, staffing, and other supplies necessary to provide vector control services in a safe and effective manner.

West Valley Mosquito and Vector Control District's (WVMVCD) jurisdictional boundaries include areas on the west valley (Upland, Chino, Ontario) and portions of Rancho Cucamonga. A single vector control agency performing services in this area is more efficient, in terms of timing and cost. As such, the District and EHS desire for the District to contract with WVMVCD for vector control services for District facilities that are within WVMVCD boundaries.

**Memorandum of Understanding with West Valley Mosquito and Vector Control District for Vector Control Services
November 17, 2020**

The term of the proposed Memorandum of Understanding with WMMVCD is for five years, from July 1, 2021 through June 30, 2026, for an annual amount of \$120,000 and a not-to-exceed total amount of \$600,000. Either party may terminate the Memorandum of Understanding with 30 days written notice to the other party.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Sophie A. Akins, Deputy County Counsel, 387-5455) on August 14, 2020; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on October 27, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on November 1, 2020.

**Memorandum of Understanding with West Valley Mosquito and Vector
Control District for Vector Control Services
November 17, 2020**

Record of Action of the Board of Supervisors
San Bernardino County Flood Control District

APPROVED (CONSENT CALENDAR)

Moved: Robert A. Lovingood Seconded: Josie Gonzales

Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: November 17, 2020



cc: SDD/SBCFCD- Walker w/agree
Contractor-C/O SDD/SBCFCD w/agree
File- w/agree
LA 11/24/2020

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-1172

SAP Number

San Bernardino County Flood Control District

Department Contract Representative	Melissa Walker
Telephone Number	(909) 387-8040
Contractor	West Valley Mosquito and Vector Control District
Contractor Representative	Dr. Michelle Brown, Ph. D
Telephone Number	(909) 635-0307
Contract Term	July 1, 2021 - June 30, 2026
Original Contract Amount	\$120,000 per fiscal year for five years
Amendment Amount	
Total Contract Amount	\$600,000
Cost Center	1910002518

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the San Bernardino County Flood Control District (**DISTRICT**) desires vector control services for its facilities in the West Valley Mosquito and Vector Control District (**WVMVCD**) jurisdictional boundaries, and its spheres; and

WHEREAS, **WVMVCD** desires to provide Vector Control Services for the **DISTRICT** facilities located in its boundary and its spheres; and

WHEREAS, **DISTRICT** finds the **WVMVCD** highly qualified to provide Vector Control Services; and

WHEREAS, **DISTRICT** desires that such services be provided by **WVMVCD** and **WVMVCD** agrees to perform these services as set forth below.

NOW, THEREFORE, **DISTRICT** and **WVMVCD** mutually agree to the following terms and conditions:

1.0 **WVMVCD SERVICE RESPONSIBILITIES:**

WVMVCD AGREES TO:

- 1.1. Develop a yearly plan to monitor, test and abate nuisance and disease vectors at **DISTRICT** facilities within **WVMVCD** boundaries.
- 1.2. Provide to **DISTRICT** all reasonably necessary **WVMVCD** staff to perform inspections, abatement, and disease surveillance activities to control nuisance and disease vectors as approved/requested by the **DISTRICT's** Flood Control Engineer, or designee within **WVMVCD** boundaries.
- 1.3. Reasonably endeavor to ensure **WVMVCD's** Vector Control Technician responds to service requests within 2 business days after receipt of such request.
- 1.4. Provide all pesticide materials needed for controlling the breeding of nuisance and disease vectors at the **DISTRICT's** flood control facilities
- 1.5. Provide pesticide application equipment, tools, personal protective equipment, and other supplies necessary for performing vector abatement activities in compliance with requirements.
- 1.6. Provide administrative support in the form of preparation of correspondence and semi-annual reports to **DISTRICT**.
- 1.7. **WVMVCD** shall comply with Order No. 2016-0039-DWQ and the **DISTRICT's** most recent approved Aquatic Pesticide Application Plan (**APAP**) in its provision of services to **DISTRICT** under this **MOU**, and shall comply with all other applicable permits and orders, as well as future permits and orders issued by the State Water Resources Control Board.
- 1.8. Report to the **DISTRICT** by e-mail any discovered non-compliance with Order No. 2016-0039-DWQ, the **DISTRICT's** **APAP**, or any other applicable permit or order issued by the State Water Resources Control Board.
- 1.9. Provide **DISTRICT** with any information, correspondence, and reports necessary to comply with all applicable permits and orders issued by the State Water Resources Control Board in a timely manner.
- 1.10. Invoice **DISTRICT** for time and material. A log inspections, abatement, and disease surveillance activities shall accompany each invoice.
- 1.11. Submit invoices to the **DISTRICT** in January and in July, of each respective year that services are provided under this **MOU**.
- 1.12. This **MOU** excludes any treatment of non-biting midges in flood control / groundwater recharging basins.

2.0 **WVMVCD GENERAL RESPONSIBILITIES:**

- 2.1. This **MOU** is not assignable by the **WVMVCD** either in whole or in part, unless written authorization is provided by the **DISTRICT**.
- 2.2. Both parties agree that this **MOU** may be modified at any time by a written modification mutually agreed upon by both parties.
- 2.3. **WVMVCD** may not subcontract any task under the **MOU** without written approval from **DISTRICT's** Chief Flood Control Engineer (hereinafter referred to as **DISTRICT's** Director). If written approval is granted by the **DISTRICT**, the **WVMVCD** shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.
- 2.4. **WVMVCD** will retain all records and information pertaining to the delivery of services under this **MOU** for a period of five (5) years following the termination of this **MOU**. **WVMVCD** will permit

the **DISTRICT** or other requesting regulatory agency to examine the records and review information pertaining to their activities during normal business hours and upon receipt of reasonable notice.

- 2.5. **WVMVCD** will prepare all necessary forms associated with Order No. 2016-0039-DWQ, or associated with all future permits and orders (if applicable) issued by the State Water Resources Control Board for submission to the **DISTRICT**. After receipt of written concurrence by **DISTRICT**, **WVMVCD** shall submit necessary forms, reports, etc. to the State Water Resources Control Board, or appropriate Regional Board.

3.0 MUTUAL RESPONSIBILITIES:

- 3.1. **DISTRICT** and **WVMVCD** shall exchange necessary information related to the **MOU** activities in a manner that prevents unauthorized disclosures.
- 3.2. In the event of a dispute under the **MOU**, the **DISTRICT** and **WVMVCD** will use their best endeavors to resolve the dispute at an operational level before referring to their respective superiors.
- 3.3. **DISTRICT** and **WVMVCD** will work cooperatively to ensure effective compliance activities are maintained and where reasonably possible, will provide the other with information necessary to support these efforts in compliance with applicable federal, state, and local laws.

4.0 FISCAL PROVISIONS/DISTRICT RESPONSIBILITIES:

- 4.1. **DISTRICT** shall pay **WVMVCD** an amount not to exceed one hundred and twenty-thousand dollars (\$120,000) per fiscal year (based on actual costs) (subject to annual CPI increase in the Great Los Angeles/Orange/San Bernardino area), for the period of July 1, 2021, through June 30, 2026. **DISTRICT's** payments under this **MOU** shall not exceed six hundred thousand dollars (\$600,000) over the Term of the **MOU**. **WVMVCD** will charge **DISTRICT** all of the costs associated with the cost of inspections of and treatments applied to flood control facilities; these costs are included in the \$120,000 fiscal year cap. In the event the **WVMVCD** determines costs may exceed the \$120,000.00 amount in any fiscal year, the **WVMVCD** shall immediately notify the **DISTRICT** so that the parties may negotiate an amendment to this **MOU**.
- 4.2. **WVMVCD's** "Pesticide Inventory Pricing List", hereto attached as Exhibit 1, sets out **WVMVCD's** maximum pesticide material rates to be used when generating cost reports. **WVMVCD** has the option to offer discounted pricing when individual cost reports are solicited by **DISTRICT**. The Pesticide Inventory Pricing List will be used by **DISTRICT** to determine the reasonableness of **WVMVCD's** unit rates and is further used in verifying progress payments to **WVMVCD** and in making payments to **WVMVCD** in the event of the termination of the Contract prior to the completion of all items of work. **WVMVCD** is not entitled to an additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in individual cost report summaries, including excess costs related to delays in completion of the scope of work within the cost report summary. Payment shall be made on a percent of task completed to the **DISTRICT's** satisfaction.
- 4.3. The unit pricing of pesticides on the Pesticide Inventory Pricing List may be adjusted on an annual basis, effective on each July 1st during the term of this **MOU**, based on **WVMVCD's** actual costs, upon sixty (60) days' written notice from **WVMVCD** to **DISTRICT** and written approval by the **DISTRICT's** Chief Flood Control Engineer.
- 4.4. **WVMCD's** per man hour rate is \$85, subject to increase by approval of the **WVMVCD** Board of Trustees.
- 4.5. **DISTRICT** shall provide reasonable notice of any changes in **DISTRICT's** facility inventory that is anticipated to increase the **WVMVCD's** scope of work. The **WVMVCD** will respond with cost report summary which covers all anticipated costs associated with the expanded service area.
- 4.6. The **WVMVCD** will submit invoices to the **DISTRICT** in January and July.

Semi-annual invoices will be sent to:

San Bernardino County Flood Control District
Operation Division
Attn: Chief Flood Control Engineer
825 E. Third Street
San Bernardino, CA 92415-0835

- 4.7. Compensation may be reduced or withheld in the event that **WVMVCD** fails to comply with the provisions of this **MOU**, or does not perform in accordance with the terms of this agreement.
- 4.8. **DISTRICT** will process payment, via Request for Transfer, within sixty (60) calendar days after receipt of invoice from **WVMVCD**. Billing shall not be authorized for **WVMVCD** services billed in excess of each fiscal year's allocation in the **DISTRICT** budget without prior written approval from **DISTRICT**.
- 4.9. Funds made available under this **MOU** shall not supplant any federal, state or any governmental funds intended for services of the same nature as this **MOU**. **WVMVCD** shall not claim reimbursement or payment from **DISTRICT** for, or apply sums received from **DISTRICT** with respect to that portion of its obligations which have been paid by another source of revenue. **WVMVCD** agrees that it will not use funds received pursuant to this **MOU**, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the **DISTRICT**.

5.0 RIGHT TO MONITOR AND AUDIT:

- 5.1. Administrative support staff for **DISTRICT** or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of **WVMVCD** in the delivery of services provided under this **MOU**. Full cooperation shall be given by **WVMVCD** in any auditing or monitoring conducted.
- 5.2. **WVMVCD** shall cooperate with **DISTRICT** in the implementation, monitoring, and evaluation of this **MOU** and comply with any and all reporting requirements established by this **MOU**.
- 5.3. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by administrative support staff for **DISTRICT**, federal and state representatives for a period of three years after final payment under the **MOU** or until all pending county, state, and federal audits are completed, whichever is later. Records of **WVMVCD** which do not pertain to the services under this **MOU** shall not be subject to review or audit unless provided in this or another agreement. Technical program data shall be retained locally and made available upon **DISTRICT**'s reasonable advance written notice or turned over to **DISTRICT**.
- 5.4. **WVMVCD** shall provide all reasonable facilities and assistance for the safety and convenience of **DISTRICT**'s representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of **WVMVCD**.

6.0 TERM:

- 6.1. This **MOU** is effective as of July 1, 2021, and expires June 30, 2026.

7.0 EARLY TERMINATION:

- 7.1. This **MOU** may be terminated without cause upon thirty (30) days written notice by either party. The **DISTRICT**'s Director is authorized to exercise **DISTRICT**'s rights with respect to any termination of this **MOU**. The **WVMVCD** Director, or his/her appointed designee, has authority to terminate this **MOU** on behalf of **WVMVCD**.
- 7.2. **WVMVCD** will only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. **WVMVCD** will not be reimbursed for costs incurred after the date of termination.
- 7.3. If, during the term of this **MOU**, State and/or Federal funds appropriated for the purposes of this **MOU** are reduced or eliminated, **DISTRICT** may immediately terminate this **MOU** upon written notice to **WVMVCD**.

8.0 GENERAL PROVISIONS

- 8.1. No waiver of any of the provisions of the **MOU** documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any **MOU** document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- 8.2. Any alterations, variations, modifications, or waivers of provisions of the **MOU**, unless specifically allowed in the **MOU**, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties, and approved by the Board of Supervisors as an amendment to this **MOU**. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

- 8.3. **WVMVCD** agrees to indemnify, defend (with counsel approved by **DISTRICT**) and hold harmless the **DISTRICT** and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this agreement.
- 8.4. **DISTRICT** agrees to indemnify, defend (with counsel approved by **WVMVCD**) and hold harmless the **WVMVCD** and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this agreement.
- 8.5. In the event the **WVMVCD** and/or the **DISTRICT** is found to be comparatively at fault for any claim, action loss or damage which results from their respective obligations under the agreement, the **WVMVCD** and/or **DISTRICT** shall indemnify the other to the extent of its comparative fault.
- 8.6. Furthermore, if the **WVMVCD** or **DISTRICT** attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the **WVMVCD** or **DISTRICT** agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 8.7. The **WVMVCD** is a self-insured public entity. As such, without in any way affecting the indemnity herein provided and in addition thereto, the **WVMVCD** shall maintain throughout the term of this **MOU**, its standard self-insurance general liability policy. Without in any way affecting the indemnity herein provided and in addition thereto, **DISTRICT** warrants to **WVMVCD** that it is lawfully self-insured with respect to the liabilities it might incur with respect to this agreement and **DISTRICT** shall maintain self-insurance throughout the term of this **MOU**.
- 8.8. When notices are required to be given pursuant to this **MOU**, the notices shall be in writing and mailed to the following respective addresses listed below:

West Valley Mosquito and
Vector Control District
Attn: Dr. Michelle Brown, Ph.D
1295 E. Locust St
Ontario, CA 91761

San Bernardino County Flood Control District
Operations Division
Attn: Melissa Walker
825 E. Third Street, Room 120
San Bernardino, CA 92415-0835

9.0 CONCLUSION

- 9.1. This **MOU** is the full and complete document describing services to be rendered by **WVMVCD** to **DISTRICT** including all covenants, conditions and benefits.
- 9.2. The signatures of the Parties affixed to this **MOU** affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.
- 9.3. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

WITNESS WHEREOF, this MOU, has been fully executed on behalf of DISTRICT and WVMVCD by their duly authorized representatives.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By 
Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 17 2020
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
Lynn Monet
Clerk of the Board of Supervisors
Deputy

West Valley Mosquito + Vector Control
(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

Name Michelle Brown, PhD
(Print or type name of person signing contract)

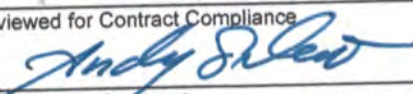
Title District Manager
(Print or type)


Dated: 10/5/2020

Address 1295 E. Locust St.
Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form
By see attached
Sophie Akins, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
By 
Andy Silao - Contracts
Date 10/19/2020

Reviewed/Approved by District
By 
Brendon Biggs, Chief Flood Control Engineer
Date 10/22/2020

WITNESS WHEREOF, this MOU, has been fully executed on behalf of DISTRICT and WVMVCD by their duly authorized representatives.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

▶
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors

By _____
Deputy

West Valley Mosquito + Vector Control
(Print or type name of corporation, company, contractor, etc.)

By [Signature]
(Authorized signature - sign in blue ink)

Name Michelle Brown, PhD
(Print or type name of person signing contract)

Title District Manager
(Print or Type)

Dated: 10/3/2020

Address 1295 E. Lowst St.
Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ Sophie Akins
Sophie Akins, Deputy County Counsel

Date October 19, 2020

Reviewed for Contract Compliance
▶ _____
Andy Silo - Contracts

Date _____

Reviewed/Approved by District
▶ _____
Brendon Biggs, Chief Flood Control Engineer

Date _____

EXHIBIT 1

Pesticide Inventory Pricing List

WEST VALLEY MOSQUITO - PESTICIDE PRICING

Product	BILLING	
	Billig	\$/EOM
Activator 90		
Agnique MMF	\$ 0.29	fl.oz
Altosid Liquid Larvicide SR-5	\$ 2.13	fl.oz
AquaBac PP OSF	\$ 31.02	lbs
AquaBac SG3	\$ 1.47	lbs
Summitt Mosquito Dunks	\$ 1.53	ea
Bactmos PT	\$23.97	lb
Bee Lure	\$ 4.99	ea
BVA2 Mosquito Larvicide	\$ 12.94	gal
CocoBear Mosquito Larvicide	\$ 19.44	gal
Drone	\$ 2.08	oz
Foam	\$ 5.95	can
FourStar Bti CRG	\$ 12.21	lbs
M-Pede	\$ 0.09	fl.oz
Mosquito Dunks	\$ 3.05	ea
Mouse Trap - metal	\$ 0.304	ea
MxGone SG2	\$ 6.11	lbs
Natular G30 WSP	\$ 1.04	ea
Natular G30	\$ 16.58	lbs
Natular T30	\$ 1.37	ea
Nuvan Prostrips	\$ 3.17	ea
Pro-Flush		
Real Kill - Hornet/Wasp Spray	\$ 0.14	oz
Rat Trap - metal	\$ 1.45	ea
Rat Trap (New)	\$ 2.38	ea
Strike Pellets	\$ 40.76	lbs
Suspend SC*	\$ 2.28	fl.oz
VectoBac 12 AS	\$ 42.96	gal
VectoBac WDG	\$ 39.23	lb
VectoLex WDG	\$ 63.80	lb
VectoMax FG	\$ 9.02	lbs
VectoMax WSP	\$ 2.03	ea
VectoPrime FG	\$ 4.26	lb
Washed clean sands	\$ 0.10	lbs
AquaResin	\$ 2.20	fl.oz
Natular G30 WSP	\$ 1.00	ea
In2Mx	\$ 7.54	ea
Natular DT	\$ 0.39	ea
Nyguard IGR	\$ 8.82	fl.oz
SumiLarv	\$ 20.77	lb