



# Orange County Mosquito and Vector Control District

Serving Orange County Since 1947

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE  
ORDER N-29-20 THIS MEETING WILL BE HELD AS A  
TELECONFERENCE MEETING

BOARD OF TRUSTEES MEETING  
THURSDAY AUGUST 20, 2020  
3:00 P.M.

Observers may view the meeting on Zoom at:  
<https://us02web.zoom.us/j/88484912379>

Or Telephone:  
Dial: 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)  
Webinar ID: 884 8491 2379

Comments may be submitted via email to [agenda-comments@ocvector.org](mailto:agenda-comments@ocvector.org) up  
to one hour prior to beginning of the meeting.

If you want to make a comment during the meeting, please hit \*9 to raise your  
hand and be recognized by the moderator.



# Orange County Mosquito and Vector Control District

Serving Orange County Since 1947

**Policy and Personnel Committee Met August 6 at 11:30 AM**

**Executive Committee Met August 11 at 11:30 AM**

**NOTICE AND AGENDA  
OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES  
THURSDAY AUGUST 20, 2020  
882<sup>ND</sup> REGULAR MEETING 3:00 P.M.  
13001 GARDEN GROVE BLVD.  
GARDEN GROVE, CA 92843  
WEBSITE ADDRESS: [www.ocvector.org](http://www.ocvector.org)  
**REGULAR MEETING 3:00 P.M.****

**A. PLEDGE OF ALLEGIANCE, ROLL CALL, AND LATE COMMUNICATIONS**

1. Call business meeting to order 3:00 p.m.
2. Pledge of Allegiance
3. Roll Call - (If absences occur, consider whether to deem those absences excused based on facts presented for the absence — such determination shall be the permission required by law.)

PRESIDENT:	Michael Alvarez	Orange
VICE-PRESIDENT:	Mike Posey	Huntington Beach
SECRETARY:	James Gomez	La Habra

Aliso Viejo	Ross Chun	Lake Forest	Vladimir Anderson
Anaheim	Lucille Kring	Los Alamitos	Tanya Doby
Brea	Cecilia Hupp	Mission Viejo	Bob Ruesch
Buena Park	Michael Davis	Newport Beach	Jeff Herdman
Costa Mesa	Sandra Genis	Orange	Michael Alvarez
Cypress	Jon Peat	Placentia	Craig Green
Dana Point	Richard Viczorek	Rancho Santa Margarita	April Josephson
Fountain Valley	Cheryl Brothers	San Clemente	Jim Dahl
Fullerton	Jennifer Fitzgerald	San Juan Capistrano	John Taylor
Garden Grove	Stephanie Klopfenstein	Santa Ana	Cecilia Aguinaga
Huntington Beach	Mike Posey	Seal Beach	Sandra Massa-Lavitt
Irvine	Farrah Khan	Stanton	Gary Taylor
La Habra	James Gomez	Tustin	Barry Cooper
La Palma	Nitesh Patel	Villa Park	Crystal Miles
Laguna Beach	Michael Morris	Westminster	Sergio Contreras
Laguna Hills	Erica Pezold	Yorba Linda	Peggy Huang
Laguna Niguel	John Mark Jennings	County of Orange	Lala Ragen
Laguna Woods	Shari Horne		

4. Late/Other Communications

**B. PUBLIC COMMENTS**

**(Individual Public Comments may be limited to a 3-minute or less time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time that item is before the Board for consideration. Any person wishing to speak must come up and speak from the lectern. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Board President.

**C. PRESENTATIONS None**

**D. OCMVCD COMMITTEE REPORTS TO THE BOARD OF TRUSTEES**

1. Policy and Personnel Committee
2. Executive Committee

**E. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion. Any member of the Board may pull an item from the Consent Calendar for additional clarification or action.

1. Approve the DRAFT Minutes for the regular meeting of July 16, 2020
2. Approve the Warrant Register for June 2020 (Exhibit A)
3. Approve the Monthly Financial Report for June 2020 (Exhibit A)
4. Adopt the Orange County Mosquito and Vector Control District Conflict of Interest Code and Biennial Update for 2020 (Exhibit A, B)
5. Approve the Orange County Operational Area Agreement (Exhibit A, B, C, D, E)
6. Adopt Resolution No. 497 Establishing the Position of Laboratory Fishery Assistant within the Authorized Position Schedule (Exhibit A, B)

**F. BUSINESS AND ACTION ITEMS**

1. Contract Renewal Between the Orange County Mosquito and Vector Control District and Vector Disease Control International, LLC to Perform Aerial Adult Mosquito Control Services (Exhibit A, B)
2. Nominate Interested Trustees to the Independent Special Districts of Orange County (ISDOC) Executive Committee (Exhibit A, B)

**G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)**

1. Staff Presentation: Staff will give an update on vector activity in Orange County
2. Staff Presentation: Staff will give an update on outreach activity in Orange County
3. Receive and File Laboratory Reports – Included in agenda packet

**H. PRESIDENT'S REPORT AND TRUSTEE COMMENTS**

**I. DISTRICT MANAGER'S REPORT – Discussion and Possible Action**

**J. DISTRICT LEGAL COUNSEL REPORT – Discussion and Possible Action**

**K. CORRESPONDENCE – Discussion and Possible Action**

**L. FUTURE AGENDA ITEMS**

**M. ADJOURNMENT**

1. Adjourn to the next regular meeting on September 17, 2020 starting at 3:00 p.m. at the Orange County Mosquito and Vector Control District offices, 13001 Garden Grove Blvd., Garden Grove, CA 92843



# Orange County Mosquito and Vector Control District

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PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE  
ORDER N-29-20 THIS MEETING WILL BE HELD AS A  
TELECONFERENCE MEETING

POLICY AND PERSONNEL COMMITTEE MEETING  
THURSDAY AUGUST 6, 2020  
11:30 A.M.

Observers may view the meeting on Zoom at:  
<https://us02web.zoom.us/j/84479960298>

Or Telephone:  
Dial: 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)  
Webinar ID: 844 7996 0298

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hour prior to beginning of the meeting.

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hand and be recognized by the moderator.



**POLICY AND PERSONNEL COMMITTEE  
MEETING NOTICE  
AUGUST 6, 2020  
11:30 A.M.**

TO: Policy and Personnel Committee

Lucille Kring	Anaheim
Farrah Khan	Irvine
Shari Horne	Laguna Woods
Tanya Doby	Los Alamitos
Jeff Herdman	Newport Beach
April Josephson	Rancho Santa Margarita
Jim Dahl	San Clemente
Sandra Massa-Lavitt	Seal Beach
Lala Ragen	County of Orange

FROM: Tawnia Pett, Executive Assistant/Clerk of the Board

RE: Policy and Personnel Committee Meeting:  
11:30 a.m., Thursday, August 6, 2020  
Orange County Mosquito and Vector Control District  
13001 Garden Grove Blvd., Garden Grove, CA

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**AGENDA**

1. Call Meeting to Order and Roll Call
2. Select Committee Chair
3. Public Comments
4. Approve minutes from January 16, 2020
5. Discuss Laboratory Fishery Assistant Job Description
6. Adjourn to Closed Session:
  - a. Conference with Labor Negotiators (Government Code Section 54957.6)  
  
Agency designated representatives: District Manager Rick Howard  
  
Unrepresented employees: Human Resources Manager, Finance Manager,  
Information Technology Manager
7. Reconvene to Open Session: Report of any required disclosures of action in closed session
8. Adjourn

tep

MINUTES OF POLICY AND PERSONNEL COMMITTEE MEETING

Orange County Mosquito and Vector Control District

TIME: 2:00 P.M., January 16, 2020

PLACE: 13001 Garden Grove Blvd., Garden Grove, CA 92843

Policy and Personnel Committee Members Present:

Jim Dahl	San Clemente
Sandra Massa-Lavitt	Seal Beach

Policy and Personnel Committee Members Absent:

Lucille Kring	Anaheim
Farrah Khan	Irvine
Shari Horne	Laguna Woods
Mark Chirco	Los Alamitos
Jeff Herdman	Newport Beach
April Josephson (Chair)	Rancho Santa Margarita
Barry Cooper	Tustin

Staff Members Present:

Richard Howard	District Manager
Tina Pacific	Human Resources Manager

Meeting was not called to order as there was no quorum.



# Orange County Mosquito and Vector Control District

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PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE  
ORDER N-29-20 THIS MEETING WILL BE HELD AS A  
TELECONFERENCE MEETING

EXECUTIVE COMMITTEE MEETING  
TUESDAY AUGUST 11, 2020  
11:30 A.M.

Observers may view the meeting on Zoom at:  
<https://us02web.zoom.us/j/85945369828>

Or Telephone:  
Dial: 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)  
Webinar ID: 859 4536 9828

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hand and be recognized by the moderator.





## **EXECUTIVE COMMITTEE MEETING NOTICE AUGUST 11, 2020 11:30 AM**

TO: Executive Committee  
Michael Alvarez, President  
Mike Posey, Vice President  
James Gomez, Secretary  
Cheryl Brothers, Past President

Orange  
Huntington Beach  
La Habra  
Fountain Valley

FROM: Tawnia Pett, Executive Assistant/Clerk of the Board

RE: Executive Committee Meeting:  
Tuesday August 11, 2020 11:30 AM  
Orange County Mosquito and Vector Control District  
13001 Garden Grove Blvd., Garden Grove, CA

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### **AGENDA**

1. Call Meeting to Order and Roll Call
2. Public Comments
3. Adjourn to Closed Session:
  - a. Public Employment (Government Code Section 54957)  
Title of Positions to be filled (Succession Plan):  
District Manager, Director of Operations, Director of Technical and Scientific Services
4. Reconvene to Open Session: Report of any required disclosures of action in closed session
5. Adjourn

tep

**MINUTES OF THE 881<sup>st</sup> MEETING**

**BOARD OF TRUSTEES  
Orange County Mosquito and Vector Control District**

TIME: 3:00 P.M. July 16, 2020

PLACE: 13001 Garden Grove Blvd., Garden Grove, CA 92843  
MEETING TOOK PLACE BY TELECONFERENCE

PRESIDENT:	Michael Alvarez	Orange
VICE-PRESIDENT:	Mike Posey	Huntington Beach
SECRETARY:	James Gomez	La Habra

TRUSTEES PRESENT:

Aliso Viejo	Ross Chun	Los Alamitos	Tanya Doby
Anaheim	Lucille Kring	Mission Viejo	Bob Ruesch
Buena Park	Michael Davis	Newport Beach	Jeff Herdman
Costa Mesa	Sandra Genis	Orange	Michael Alvarez
Cypress	Jon Peat	Placentia	Craig Green
Dana Point	Rick Viczorek	Rancho Santa Margarita	April Josephson
Fountain Valley	Cheryl Brothers	San Clemente	Jim Dahl
Fullerton	Jennifer Fitzgerald	San Juan Capistrano	John Taylor
Garden Grove	Stephanie Klopfenstein	Santa Ana	Cecilia Aguinaga
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La Habra	James Gomez	Tustin	Barry Cooper
Laguna Beach	Michael Morris	Villa Park	Crystal Miles
Laguna Niguel	John Mark Jennings	Westminster	Sergio Contreras
Laguna Woods	Shari Horne	Yorba Linda	Peggy Huang
Lake Forest	Vladimir Anderson	County of Orange	Lala Ragen

TRUSTEES ABSENT:

Brea	Cecilia Hupp	Laguna Hills	Erica Pezold
La Palma	Nitesh Patel		

OTHERS PRESENT:

Rick Howard, District Manager  
Larry Shaw, Director of Operations  
Lora Young, Director of Communications  
Robert Cummings, Director of Scientific Technical Services  
Tawnia Pett, Executive Assistant/Clerk of the Board  
Alan Burns, District Counsel

**A. Opening:**

1. **Call the Business Meeting to Order:** Vice President Posey called the meeting to order at 3:05 P.M.
2. **Pledge of Allegiance:** Vice President Posey asked District Manager Howard to lead the Pledge of Allegiance.
3. **Roll Call:** Roll call indicated 32 Trustees were present out of the current Board membership of 35.
4. **Late/Other Communications: None**  
**Late Communications:**

**Other Communications:**

- B. **Public Comments:** One member of the public, who lived in the Coachella Valley MVCD service area, spoke about the District volunteering to help the Coachella Valley MVCD while they were closed due to COVID-19. He thanked the District for its support. He also said it was great the District did not raise its benefit assessment.

**C. Presentations: None****D. OCMVCD Committee Reports to the Board of Trustees:**

1. Committee Chair Posey reported the committee viewed a presentation on the District's PARS IRS Section 1115 OPEB Trust Account the unfunded liability is funded at about 82%. The medical part is funded at 100%. The committee at a future meeting will look at setting funding limits. District Manager Howard reported that the District will come back to the committee in the future to discuss unused funds from the 2019-2020 budget and possibly move that money into the 115 account.

**E. Consent Calendar: Items for Approval by General Consent**

On motion from Trustee Gomez, seconded by Trustee Josephson, and passed by unanimous vote, the Board of Trustees approved Consent Calendar Items E.2 through E.7. Agenda Item E.1 was passed by majority vote due to absences at the previous Board Meeting (Abstained: Trustees Anderson and Cooper).

Ayes: Trustees Chun, Kring, Davis, Genis, Peat, Viczorek, Brothers, Fitzgerald, Klopfenstein, Posey, Khan, Gomez, Morris, Jennings, Horne, Anderson, Doby, Herdman, Alvarez, Green, Josephson, Dahl, J. Taylor, Aguinaga, Massa-Lavitt, G. Taylor, Cooper, Miles, Contreras, Huang, and Ragen.

Noes: None.

Abstained: None.

Absent: Trustees Hupp, Patel, Pezold, and Ruesch.


1. **Approval of Minutes:** Approved, without reading, the Minutes of the 880<sup>th</sup> Meeting of the Board of Trustees held June 18, 2020.
2. **Approved Warrant Register for May 2020: (Exhibit A)** Received and filed.
3. **Approved Monthly Financial Report for May 2020: (Exhibit A)** Received and filed.

4. **Approved Purchase Order to Insight for annual software licensing renewals for the period of July 1, 2020 to June 30, 2021: (Exhibit A)**
  5. **Approved Purchase Order to Life Technologies for the period of July 1, 2020 to June 30, 2021: (Exhibit A)**
  6. **Approved Purchase Orders for vector control products for the period of July 1, 2020 to June 30, 2021: (Exhibit A)**
  7. **Authorized purchase of five (5) replacement fleet vehicles from Downtown Ford Motor Company in the amount of \$149,162.46: (Exhibit A)**
- F. **Business and Action Items: None**
- G. **Informational Items Only (NO ACTION NECESSARY):**
1. **Staff Presentation:** Director of Scientific Services Cummings gave an update of vector activity in Orange County.
  2. **Staff Presentation:** Director of Communications Young gave an update of communications activity in Orange County.
  3. **Received and filed communications letters from the District's independent auditor White Nelson Diehl Evans, LLP: (Exhibit A)** Received and filed.
  4. **Laboratory Reports- included in agenda packet:** Received and filed.
- H. **President's Report and Trustee Comments:**
1. Secretary Gomez recommended the August board meeting be a Zoom teleconference meeting and the September meeting be a live meeting if it is safe to do so.
- I. **District Manager's Report:** District Manager Howard reported:
1. Assembly member Choi called in unknown mosquito breeding sites in Irvine. (photos shown of Assembly member Choi showing District staff the mosquito breeding sites)
  2. The city of Anaheim recognized the four staff members that the District recognized in June for their accomplishments.
  3. Arlene Schaefer was re-elected to the CSDA Executive Board.
  4. District Manager Howard gave a COVID-19 update of the District.
  5. The second round of interviews for the Director of Operations is scheduled for the week of July 20th. Bob Cummings gave a tentative retirement date of December 30, 2020.
- J. **District Legal Counsel Report:** District Counsel Burns reported:
1. There is a new FPPC rule for disqualification for conflict of interest votes.
  2. President Alvarez reminded trustees to make sure they update their AB 1234 and AB 1825.
- K. **Correspondence: None**
- L. **Future Agenda Items:**
1. Aerial spraying contract

M. **Adjournment:**

1. President Alvarez adjourned the meeting at 3:44 p.m. to the next regularly scheduled meeting on Thursday, August 20, 2020.

I certify that the above minutes substantially reflect the actions taken by the Board of Trustees at its meeting held July 16, 2020



\_\_\_\_\_  
Richard Howard, District Manager

Approved as written and/or corrected by the Board of Trustees at its \_\_\_\_\_

\_\_\_\_\_ meeting held \_\_\_\_\_

ATTEST: \_\_\_\_\_  
James Gomez, Secretary



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

August 20, 2020

## AGENDA REPORT

### AGENDA ITEM E.2

**Prepared By:** Tan Nguyen, Finance Manager  
**Submitted By:** Rick Howard, District Manager

#### Agenda Title:

Approve Warrant Register for June 2020

#### Recommended Action:

Receive and file.

#### Executive Summary:

Receive and file payment of June warrant register dated August 20, 2020 in the amount of \$667,349.74 as presented by in-house check runs dated June 3, 4, 8, 11, 15, 18, 25, 26, and 30, 2020.

#### Fiscal Impact:

**Amount Requested \$ N/A**

**Sufficient Budgeted Funds Available:**

**Category: Pers. Optg. Cap. -or- CIP# Fund#**

#### Previous Relevant Board Actions for This Item:

#### Exhibits:

**Exhibit A:** June 2020 Warrant Report

# ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

REGISTER OF DEMANDS AUGUST 20, 2020

## ACCOUNTS PAYABLE REGISTER

### ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

REGISTER OF DEMANDS

8/20/2020

#### ACCOUNTS PAYABLE REGISTER

A/P Check Run	6/3/2020	84,073.84
A/P Check Run	6/4/2020	41,483.97
A/P Check Run	6/8/2020	2,554.09
A/P Check Run	6/11/2020	34,544.18
A/P Check Run	6/15/2020	3,100.00
A/P Check Run	6/18/2020	94,057.71
A/P Check Run	6/25/2020	56,038.16
A/P Check Run	6/30/2020	115,826.49
P/R EEASSOC	6/11/2020	810.00
P/R ICMA	6/11/2020	20,885.47
P/R NATION	6/11/2020	5,460.00
P/R USB	6/11/2020	121.87
P/R CALPERS1	6/11/2020	40,238.05
P/R EDD	6/11/2020	11,112.54
P/R IRS	6/11/2020	34,936.23
P/R TASC	6/11/2020	2,271.33
P/R EEASSOC	6/26/2020	810.00
P/R ICMA	6/26/2020	20,885.47
P/R NATION	6/26/2020	5,460.00
P/R USB	6/26/2020	185.08
P/R CALPERS1	6/26/2020	41,211.78
P/R EDD	6/26/2020	11,765.72
P/R IRS	6/26/2020	37,246.43
P/R TASC	6/26/2020	2,271.33
<b>TOTAL</b>	<b>\$</b>	<b>667,349.74</b>

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to the accuracy and availability of funds for payment thereof. Subscribed and sworn on this 20th day of August 2020.

  
Rick Howard, District Manager

  
Tan Nguyen, Finance Manager



# Accounts Payable

## Checks by Date - Summary by Check Date

User: chumphrey  
 Printed: 7/17/2020 12:56 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	CALPERS	Calif. Public Employees' Retirement	06/03/2020	69,669.06
24811	GUARD	Guardian - Appleton	06/03/2020	12,280.43
24812	VSP	Vision Service Plan	06/03/2020	1,048.51
24813	COLONIAL	Colonial Life & Accident Insurance Co	06/03/2020	1,075.84
Total for 6/3/2020:				84,073.84
ACH	HALO	HALO BRANDED SOLUTIONS, INC.	06/04/2020	5,226.23
ACH	LIFE	Life Technologies	06/04/2020	4,457.71
ACH	VERIZON	Verizon Wireless Services LLC	06/04/2020	6,416.65
24814	ABSO	STERLING	06/04/2020	304.00
24815	ATT2	AT&T	06/04/2020	270.94
24816	BIO QUIP	Bio Quip Products	06/04/2020	4,060.29
24817	CDPH CE	Vector-Borne Disease Account	06/04/2020	300.00
24818	CINTAS	Cintas Corporation No. 2	06/04/2020	899.85
24819	CROWN	Crown Maintenance	06/04/2020	215.00
24820	FOCUS	Focus Media Group, Inc.	06/04/2020	600.00
24821	GENESEE	Genesee Scientific Corporation	06/04/2020	148.36
24822	GFS	Governmental Financial Services	06/04/2020	1,235.00
24823	GRAINGER	Grainger	06/04/2020	60.18
24824	HARPER	Harper & Burns, LLP	06/04/2020	2,020.40
24825	OFFICE	OFFICE DEPOT, INC.	06/04/2020	90.47
24826	QDOXS	Q Document Solutions, Inc,	06/04/2020	103.31
24827	REDWING	Red Wing Business Advantage Account	06/04/2020	1,252.12
24828	S & R	S & R A/C And Heating, Inc.	06/04/2020	700.33
24829	SMART	Smart & Final Stores Corp	06/04/2020	81.38
24830	SPECTRUM	Time Warner Cable/Spectrum	06/04/2020	810.00
24831	SPEX	SPEX SAMPLE PREP, LLC	06/04/2020	1,184.98
24832	STAPLES	Staples Business Advantage	06/04/2020	3,094.96
24833	UNIVAR	Univar USA Inc.	06/04/2020	7,036.13
24834	VWR	VWR International LLC	06/04/2020	915.68
Total for 6/4/2020:				41,483.97
ACH	KENNEDY	Ted B. Kennedy	06/08/2020	2,404.09
ACH	ROMO	Julie Romo	06/08/2020	150.00
Total for 6/8/2020:				2,554.09
ACH	CalPERS1	CalPERS	06/11/2020	40,238.05
ACH	EDD	Employment Development Dept.	06/11/2020	11,112.54
ACH	IRS	Internal Revenue Service	06/11/2020	34,466.05
ACH	STATE	STATE DISBURSEMENT UNIT	06/11/2020	470.18
ACH	TASC	Total Administrative Services Corp.	06/11/2020	2,271.33
ACH	EEASSOC	OCVCD Employee Association	06/11/2020	810.00
ACH	ICMA	ICMA	06/11/2020	20,885.47
ACH	NATION	Nationwide Retirement Solutions	06/11/2020	5,460.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	USB	PARS/U.S. Bank N.A. Minnesota	06/11/2020	121.87
ACH	LIFE	Life Technologies	06/11/2020	414.28
ACH	VZCONN	VERIZON CONNECT NWF, INC	06/11/2020	1,612.10
ACH	HUMPHREY	Carla Humphrey	06/11/2020	266.50
24837	BOSWELL	Curtis Boswell	06/11/2020	2,275.00
24838	AIRGAS	AIRGAS USA, LLC	06/11/2020	1,238.08
24839	ALANS	Alan's Lawn & Garden Center, Inc.	06/11/2020	1,278.20
24840	AT&T	AT&T	06/11/2020	67.49
24841	BATT SYS	Battery Systems Inc.	06/11/2020	340.04
24842	BIO QUIP	Bio Quip Products	06/11/2020	1,741.53
24843	CINTAS	Cintas Corporation No. 2	06/11/2020	1,025.50
24844	CLEANATN	Cleanation Commercial Services, LLC	06/11/2020	1,100.00
24845	FISHER	Fisher Scientific	06/11/2020	71.97
24846	GENESEE	Genesee Scientific Corporation	06/11/2020	205.59
24847	INSIGHT	Insight Public Sector, Inc.	06/11/2020	1,104.00
24848	LIVESCAN	A Livescan Center OC Inc.	06/11/2020	19.00
24849	MARTIN D	Daniel Martinez	06/11/2020	575.00
24850	OREILLY	O'Reilly Auto Enterprises, LLC	06/11/2020	915.37
24851	P4 INC	PACIFIC 4	06/11/2020	176.11
24852	PRAXAIR	Praxair Distribution, Inc	06/11/2020	1,113.81
24853	S & R	S & R A/C And Heating, Inc.	06/11/2020	2,289.00
24854	SECURITY	OC Special Events Security, Inc.	06/11/2020	7,030.00
24855	SIGMA	Sigma-Aldrich, Inc.	06/11/2020	201.03
24856	SIMPLEX	Johnson Controls SimplexGrinnell LP	06/11/2020	468.41
24857	SPARK	Sparkletts	06/11/2020	250.86
24858	STAPLES	Staples Business Advantage	06/11/2020	18.42
24859	TOYOTAGG	Toyota Place	06/11/2020	361.31
24860	TRUCPAR	Truck & Auto Supply, Inc.	06/11/2020	199.86
24861	ULINE	Uline Shipping Supply Specialists	06/11/2020	10.72
24862	WOODRUF	Woodruff Spradlin & Smart	06/11/2020	8,175.00
Total for 6/11/2020:				150,379.67
ACH	AGUINAGA	X. Cecilia Aguinaga	06/15/2020	100.00
ACH	BROTHERS	Cheryl Brothers	06/15/2020	100.00
ACH	CHUN	ROSS CHUN	06/15/2020	100.00
ACH	DAVIS	Michael Davis	06/15/2020	100.00
ACH	DOBYT	Tanya Doby	06/15/2020	100.00
ACH	GENIS	Sandra L. Genis	06/15/2020	100.00
ACH	GREEN C	Craig S. Green	06/15/2020	100.00
ACH	Herdman	Jeffrey Herdman	06/15/2020	100.00
ACH	HORNE	Shari Lucas Horne	06/15/2020	100.00
ACH	HUANG	Peggy Huang	06/15/2020	100.00
ACH	HUPP	Cecilia T. Hupp	06/15/2020	100.00
ACH	KHAN	FARRAH KHAN	06/15/2020	100.00
ACH	KLOPFEN	Stephanie L. Klopfenstein	06/15/2020	100.00
ACH	KRING	Lucille Kring	06/15/2020	100.00
ACH	MILESC	Crystal Miles	06/15/2020	100.00
ACH	MORRIS	MICHAEL MORRIS	06/15/2020	100.00
ACH	PATELN	Nitesh Patel	06/15/2020	100.00
ACH	PEATJ	Jon Peat	06/15/2020	100.00
ACH	PEZOLDE	Erica Pezold	06/15/2020	100.00
ACH	RUESCH	Robert J. Ruesch	06/15/2020	100.00
ACH	ZTAYLORG	Gary Taylor	06/15/2020	100.00
24863	ALVAREZ	Michael Alvarez	06/15/2020	100.00
24864	ANDERSON	Vladimir Anderson	06/15/2020	100.00
24865	DAHL	Jim Dahl	06/15/2020	100.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
24866	FITZGER	Jennifer Fitzgerald	06/15/2020	100.00
24867	GOMEZ	James Gomez	06/15/2020	100.00
24868	JENNINGS	John Mark Jennings	06/15/2020	100.00
24869	MASSA-LA	Sandra Massa-Lavitt	06/15/2020	100.00
24870	POSEY	Mike Posey	06/15/2020	100.00
24871	TAYLOR	John Taylor	06/15/2020	100.00
24872	VICZOREK	Richard Viczorek	06/15/2020	100.00
Total for 6/15/2020:				3,100.00
ACH	GONZALEZ	HECTOR GONZALEZ	06/18/2020	150.00
ACH	Zamora	Dana Zamora-Bausa	06/18/2020	150.00
ACH	ADAPCO	ADAPCO, INC.	06/18/2020	11,633.23
ACH	STERI	Stericycle, Inc.	06/18/2020	1,225.01
ACH	ARCO	ARCO Business Solutions	06/18/2020	12,763.30
24873	AIRGAS	AIRGAS USA, LLC	06/18/2020	329.86
24874	ALANS	Alan's Lawn & Garden Center, Inc.	06/18/2020	134.09
24875	ALARM	Thomas E. Kindschi	06/18/2020	345.00
24876	ARCHIES	Archies Towing	06/18/2020	95.00
24877	AT T	AT&T MOBILITY	06/18/2020	31.43
24878	BEL-AIR	Bel-Air Shells	06/18/2020	69.38
24879	BIO QUIP	Bio Quip Products	06/18/2020	96.91
24880	CINTAS	Cintas Corporation No. 2	06/18/2020	873.69
24881	CLARKE	Clarke Mosquito Control Prod Inc.	06/18/2020	30,051.45
24882	DOJ	State of California	06/18/2020	49.00
24883	ELECTRIC	The Electrician George the Electrician, Inc.	06/18/2020	150.00
24884	ENVIRO	Enviro Services, Inc.	06/18/2020	3,979.70
24885	GENESEE	Genesee Scientific Corporation	06/18/2020	106.58
24886	HOME DEP	Acct 6035 3225 0389 2048 Home Depot Cr	06/18/2020	1,940.04
24887	JEN	Roland Jen	06/18/2020	150.00
24888	KOSMONT	Kosmont & Associates	06/18/2020	158.60
24889	KWEST	K'WEST Printing	06/18/2020	1,022.25
24890	LAMPIRE	Lampire Biological Laboratories, Inc.	06/18/2020	291.50
24891	OREILLY	O'Reilly Auto Enterprises, LLC	06/18/2020	346.10
24892	ORVAC	ORVAC ELECTRONICS	06/18/2020	342.52
24893	PRAXAIR	Praxair Distribution, Inc	06/18/2020	282.53
24894	S & R	S & R A/C And Heating, Inc.	06/18/2020	2,016.36
24895	SCG	Southern Calif. Gas Co.	06/18/2020	32.65
24896	SECURITY	OC Special Events Security, Inc.	06/18/2020	4,000.00
24897	SPECTRUM	Time Warner Cable/Spectrum	06/18/2020	1,349.00
24898	STAPLES	Staples Business Advantage	06/18/2020	2,362.62
24899	ULINE	Uline Shipping Supply Specialists	06/18/2020	228.55
24900	VWR	VWR International LLC	06/18/2020	184.74
24901	XEROX	Xerox Financial Services	06/18/2020	616.62
24902	ZERION	Zerion Software, Inc.	06/18/2020	16,500.00
Total for 6/18/2020:				94,057.71
ACH	AGUINAGA	X. Cecilia Aguinaga	06/25/2020	100.00
ACH	ALVAREZ	Michael Alvarez	06/25/2020	100.00
ACH	BROTHERS	Cheryl Brothers	06/25/2020	100.00
ACH	CHUN	ROSS CHUN	06/25/2020	100.00
ACH	CONTRERA	Sergio Contreras	06/25/2020	100.00
ACH	DAVIS	Michael Davis	06/25/2020	100.00
ACH	DOBYT	Tanya Doby	06/25/2020	100.00
ACH	GENIS	Sandra L. Genis	06/25/2020	100.00
ACH	GREEN C	Craig S. Green	06/25/2020	100.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	Herdman	Jeffrey Herdman	06/25/2020	100.00
ACH	HORNE	Shari Lucas Horne	06/25/2020	100.00
ACH	HUANG	Peggy Huang	06/25/2020	100.00
ACH	HUPP	Cecilia T. Hupp	06/25/2020	100.00
ACH	JOSEPH	April Josephson	06/25/2020	100.00
ACH	KHAN	FARRAH KHAN	06/25/2020	100.00
ACH	KLOPFEN	Stephanie L. Klopfenstein	06/25/2020	100.00
ACH	KRING	Lucille Kring	06/25/2020	100.00
ACH	MILESC	Crystal Miles	06/25/2020	100.00
ACH	MORRIS	MICHAEL MORRIS	06/25/2020	100.00
ACH	PEATJ	Jon Peat	06/25/2020	100.00
ACH	PEZOLDE	Erica Pezold	06/25/2020	100.00
ACH	RUESCH	Robert J. Ruesch	06/25/2020	100.00
ACH	ZTAYLORG	Gary Taylor	06/25/2020	100.00
ACH	JOZAN	Martine Jozan-Work	06/25/2020	250.00
ACH	ADAPCO	ADAPCO, INC.	06/25/2020	4,741.00
24903	AIRGAS	AIRGAS USA, LLC	06/25/2020	176.98
24904	AL FLR	Al Verduzco	06/25/2020	5,194.63
24905	ALANS	Alan's Lawn & Garden Center, Inc.	06/25/2020	344.33
24906	AMAZON	AMAZON/SYNCB	06/25/2020	3,383.16
24907	BIO QUIP	Bio Quip Products	06/25/2020	995.29
24908	CASH	CASH	06/25/2020	221.39
24909	CDPH	California Dept. of Public Health	06/25/2020	8,880.00
24910	CINTAS	Cintas Corporation No. 2	06/25/2020	1,097.51
24911	CLEANATN	Cleanation Commercial Services, LLC	06/25/2020	1,298.00
24912	CLEARCHN	CLEAR CHANNEL OUTDOOR, INC.	06/25/2020	3,897.51
24913	CROWN	Crown Maintenance	06/25/2020	215.00
24914	FM	F M CREDIT CARD	06/25/2020	9,548.26
24915	GARCIA F	Francisco Garcia	06/25/2020	114.18
24916	GG WATER	City of Garden Grove	06/25/2020	1,203.51
24917	OCAUTO	Jose Castro	06/25/2020	700.00
24918	OFFICE	OFFICE DEPOT, INC.	06/25/2020	141.36
24919	OUTFRONT	OUTFRONT Media Inc.	06/25/2020	8,000.00
24920	PARS	Public Agency Retirement Svcs	06/25/2020	317.32
24921	PRAXAIR	Praxair Distribution, Inc	06/25/2020	565.06
24922	PREDICT	Anne Sandberg	06/25/2020	1,400.00
24923	PROACTIV	Proactive Work Health Medical Center, Inc	06/25/2020	35.00
24924	ROSS	Cynthia Ross	06/25/2020	166.19
24925	STAPLES	Staples Business Advantage	06/25/2020	52.48
24926	DAHL	Jim Dahl	06/25/2020	100.00
24927	FITZGER	Jennifer Fitzgerald	06/25/2020	100.00
24928	GOMEZ	James Gomez	06/25/2020	100.00
24929	JENNINGS	John Mark Jennings	06/25/2020	100.00
24930	MASSA-LA	Sandra Massa-Lavitt	06/25/2020	100.00
24931	POSEY	Mike Posey	06/25/2020	100.00
24932	TAYLOR	John Taylor	06/25/2020	100.00
24933	VICZOREK	Richard Viczorek	06/25/2020	100.00
Total for 6/25/2020:				56,038.16
ACH	EEASSOC	OCVCD Employee Association	06/26/2020	810.00
ACH	ICMA	ICMA	06/26/2020	20,885.47
ACH	NATION	Nationwide Retirement Solutions	06/26/2020	5,460.00
ACH	USB	PARS/U.S. Bank N.A. Minnesota	06/26/2020	185.08
ACH	CalPERS1	CalPERS	06/26/2020	41,211.78
ACH	EDD	Employment Development Dept.	06/26/2020	11,765.72
ACH	IRS	Internal Revenue Service	06/26/2020	36,776.25

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	STATE	STATE DISBURSEMENT UNIT	06/26/2020	470.18
ACH	TASC	Total Administrative Services Corp.	06/26/2020	2,271.33
Total for 6/26/2020:				119,835.81
ACH	CALPERS	Calif. Public Employees' Retirement	06/30/2020	70,512.74
ACH	ARCO	ARCO Business Solutions	06/30/2020	12,763.30
ACH	CALPERS1	CalPERS	06/30/2020	15,708.77
ACH	OC TOLL	OC Toll Roads	06/30/2020	666.00
24934	ARIASA	Adina Arias	06/30/2020	702.15
24935	BRITO	Luis Brito	06/30/2020	114.19
24936	CHAMBERS	SCOTT CHAMBERS	06/30/2020	150.00
24937	DINGMAN	Nathan Dingman	06/30/2020	150.00
24938	DRAKE	John Drake	06/30/2020	109.51
24939	GARCIA	Eddie Garcia	06/30/2020	150.00
24940	COLONIAL	Colonial Life & Accident Insurance Co	06/30/2020	1,075.84
24941	VSP	Vision Service Plan	06/30/2020	1,070.03
24943	GUARD	Guardian - Appleton	06/30/2020	12,653.96
Total for 6/30/2020:				115,826.49
Report Total (212 checks):				667,349.74



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

August 20, 2020

## AGENDA REPORT

### AGENDA ITEM E.3

**Prepared By:** Tan Nguyen, Finance Manager  
**Submitted By:** Rick Howard, District Manager

#### Agenda Title:

Approve Monthly Financial Report for June 2020

#### Recommended Action:

Receive and file

#### Executive Summary:

Accept for inclusion, the Orange County Mosquito and Vector Control District Monthly Financial Report for June 2020

#### Fiscal Impact:

**Amount Requested \$ N/A**

**Sufficient Budgeted Funds Available:**

**Category: Pers. Optg. Cap. -or- CIP# Fund#**

#### Previous Relevant Board Actions for This Item:

#### Exhibits:

**Exhibit A:** Monthly Financial Report for June 2020

## Orange County Mosquito and Vector Control District

### Monthly Financial Report

Month Ending June 30, 2020

(Preliminary Data - Pending Additional Year-end Accruals and Closing Entries)

Fund No.	Fund	Cash Balance 5/31/2020	Revenue	Expenditures	Transfers	Accrual Adjustment	Cash Balance 6/30/2020	Cash Balance 6/30/2019
10	Operating	\$ 8,734,471	\$ 429,139	\$ 1,298,949	\$ -	\$ (362,874)	\$ 7,501,787	\$ 5,922,223
20	Vehicle Replacement	550,690	4,516	-	-	-	555,206	524,715
30	Liability Reserve	357,650	2,961	-	-	-	360,611	350,265
40	Equipment Replacement	829,731	6,871	-	-	-	836,602	819,493
50	Emergency Vector Control	1,661,271	13,756	-	-	-	1,675,027	1,640,773
60	Facility Improvement	8,007,389	100,497	6,120	-	2,157	8,103,923	7,161,230
70	Habitat Remediation	100,002	-	-	-	-	100,002	96,902
90	Retiree Medical Insurance	188,734	1,982	10,667	-	(9,789)	170,260	(264,751)
95	Retirement Contingency	251,106	2,079	-	-	-	253,185	248,007
99	Payroll Clearing	72,515	-	-	-	179,911	252,426	286,418
		<b>\$ 20,753,559</b>	<b>\$ 561,801</b>	<b>\$ 1,315,736</b>	<b>\$ -</b>	<b>\$ (190,595)</b>	<b>\$ 19,809,029</b>	<b>\$ 16,785,275</b>

Cash & Investment Balances:		Monthly Yield
California LAIF	\$ 4,828,943	1.217%
O.C. Treasurer	1,716,019	1.216%
Stifel Brokerage account		
Money market (par)	8,452	0.01%
Fixed income - Muni (par)	820,000	3.01%
Fixed income - other (par)	4,240,000	2.31%
Unamortized premium/(discount) on investments	46,232	n/a
F&M Checking	7,718,480	n/a
Payroll Checking	274,626	n/a
F&M HBP	146,277	0.05%
Petty Cash - Checking	10,000	n/a
<b>Total Cash and Investments</b>	<b>\$ 19,809,029</b>	

Section 115 Irrevocable Trust Balances:		3-month return
PARS Post-Employment Benefits Trust	\$ 3,542,720	10.96%
PARS Pension Trust	2,117,510	10.97%
<b>Total PARS Trust Balances</b>	<b>\$ 5,660,230</b>	

  
Richard Howard  
District Manager

  
Tan Nguyen  
Finance Manager

#### Monthly Cash Flow

Month	Revenue	Expenditures	Transfers	Accrual Adjustment	Monthly Cash Flow	FY 18/19 Comparison
July	\$ 47,508	\$ 834,546	\$ -	\$ (148,702)	\$ (935,740)	\$ (1,529,844)
August	74,536	1,700,064	-	123,699	(1,501,829)	(1,022,210)
September	182,745	1,023,724	-	(23,598)	(864,577)	(841,887)
October	99,597	1,516,683	-	(1,935)	(1,419,021)	(971,384)
November	2,681,432	980,680	-	9,712	1,710,464	1,372,175
December	5,485,250	844,186	-	(76,739)	4,564,325	4,113,990
January	593,988	940,074	-	78,550	(267,536)	33,671
February	49,392	839,708	-	4,524	(785,792)	(567,125)
March	1,140,844	844,921	-	2,047	297,970	79,195
April	4,832,516	1,316,614	-	19,232	3,535,134	2,895,470
May	550,254	896,672	-	(21,877)	(368,295)	(748,502)
June	561,801	1,315,736	-	(190,595)	(944,530)	(1,109,102)
<b>Total YTD</b>	<b>\$ 16,299,863</b>	<b>\$ 13,053,608</b>	<b>\$ -</b>	<b>\$ (225,682)</b>	<b>\$ 3,020,573</b>	<b>\$ 1,704,447</b>

**Revenues: 100% of Fiscal Year**

10-Operating Fund	Budget	Actual	Percentage
Property Taxes	\$ 6,313,300	\$ 6,559,585	103.9%
1996 Benefit Assessment	1,555,000	1,557,798	100.2%
2004 Benefit Assessment	6,624,150	6,635,997	100.2%
Interest and Concessions	35,000	124,587	356.0%
Miscellaneous	-	6,578	0.0%
Successor Agency Pass thru/Residual	400,000	591,453	147.9%
Rent for Cell Sites	28,200	28,897	102.5%
VCJPA Pooled Services	75,000	72,429	96.6%
CDPH - CA State Grant	-	-	0.0%
Charges for Services	38,000	117,914	310.3%
<b>Total Operating Fund Revenues</b>	<b>15,068,650</b>	<b>15,695,238</b>	<b>104.2%</b>

Interest was budgeted conservatively & actual exceeds expectations.

Monies come through the County; the amount is unpredictable.

Collections of prior year charges are included in current year revenue.

No.	Other Funds	Budget	Actual	Percentage
20	Vehicle Replacement	20,000	30,491	152.5%
30	Liability Reserve	3,000	7,347	244.9%
40	Equipment Replacement	7,000	17,108	244.4%
50	Emergency Vector Control	14,000	34,255	244.7%
60	Facility Improvement	379,610	475,255	125.2%
70	Habitat Remediation	-	-	0.0%
90	Retiree Medical Insurance	33,140	34,991	105.6%
95	Retirement Contingency	16,000	5,178	32.4%
	<b>Total Other Funds</b>	<b>449,750</b>	<b>604,625</b>	<b>134.4%</b>
	<b>Total Revenue</b>	<b>\$ 15,541,400</b>	<b>\$ 16,299,863</b>	<b>104.9%</b>

Interest was budgeted conservatively & actual exceeds expectations.

Interest was budgeted conservatively & actual exceeds expectations.

Interest was budgeted conservatively & actual exceeds expectations.

Interest was budgeted conservatively & actual exceeds expectations.

Interest was budgeted conservatively & actual exceeds expectations.

Interest allocation to this fund was budgeted higher than actual results.

**Expenditures: 100% of Fiscal Year**

No.	10-Operating Fund	Budget	Actual	Percentage
110	Trustees	\$ 78,750	\$ 34,451	43.7%
120	District Manager	415,700	399,855	96.2%
130	Legal Services	120,000	104,877	87.4%
140	Non-Departmental	312,600	241,883	77.4%
	<b>Executive</b>	<b>927,050</b>	<b>781,066</b>	<b>84.3%</b>
210	Administrative Services	882,600	682,759	77.4%
220	Insurance	703,500	691,876	98.3%
	<b>Administrative Services</b>	<b>1,586,100</b>	<b>1,374,635</b>	<b>86.7%</b>
310	Technical Services	1,827,440	1,622,582	88.8%
	<b>Scientific Technical Services</b>	<b>1,827,440</b>	<b>1,622,582</b>	<b>88.8%</b>
410	Field Operations	6,985,290	6,468,202	92.6%
430	Vehicle Maintenance	868,285	733,498	84.5%
440	Building Maintenance	270,620	262,641	97.1%
	<b>Operations</b>	<b>8,124,195</b>	<b>7,464,341</b>	<b>91.9%</b>
510	Public Information	841,177	666,218	79.2%
520	Information Technology	795,340	763,242	96.0%
530	Public Service	169,950	163,148	96.0%
	<b>Public Information</b>	<b>1,806,467</b>	<b>1,592,608</b>	<b>88.2%</b>
	<b>Total Operating Fund Expenditures</b>	<b>14,271,252</b>	<b>12,835,232</b>	<b>89.9%</b>

No.	Other Funds	Budget	Actual	Percentage
20	Vehicle Replacement	-	-	0.0%
30	Liability Reserve	-	-	0.0%
40	Equipment Replacement	-	-	0.0%
50	Emergency Vector Control	-	-	0.0%
60	Facility Improvement	44,000	31,934	72.6%
70	Habitat Remediation	-	-	0.0%
90	Retiree Medical Insurance	187,300	186,442	99.5%
95	Retirement Contingency	16,000	-	0.0%
	<b>Total Other Funds</b>	<b>247,300</b>	<b>218,376</b>	<b>88.3%</b>
	<b>Total Expenditures</b>	<b>\$ 14,518,552</b>	<b>13,053,608</b>	<b>89.9%</b>



## STIFEL PRESTIGE® ACCOUNT STATEMENT

1 1 1 D178492 SSNR00801

**ORANGE COUNTY MOSQUITO &  
VECTOR CONTROL DISTRICT**  
13001 GARDEN GROVE BLVD  
GARDEN GROVE CA 92843-2102



*Your Financial Advisor (LU04):*  
SANDRA WHEELER  
Telephone: (805) 783-2921

*Office Serving Your Account:*  
999 MONTEREY ST. STE. 360  
SAN LUIS OBISPO, CA 93401

**PRIMARY INVESTMENT OBJECTIVE: Income**  
**RISK TOLERANCE: Moderate**

For a full definition of this objective and risk tolerance, including the use of margin, please see [www.stifel.com](http://www.stifel.com), IMPORTANT DISCLOSURES, or contact your Financial Advisor. If you have any questions concerning your investment objective or risk tolerance, or wish to make a change, please contact your Financial Advisor or the Branch Manager for this office.

**TRADING TAX LOT RELIEF METHOD: First In, First Out**  
**INVESTOR UPDATE**

Is a Roth conversion right for you in 2020? Check out the enclosed Investment Strategist newsletter for details and to learn about Stifel's new Wealth Tracker app, retirement plan distributions in response to COVID-19, and much more.

**ACCOUNT PROTECTION**

Stifel, Nicolaus & Company, Incorporated provides up to \$150 million of coverage for securities held in client accounts, of which \$1.15 million may be in cash deposits. Ask your Financial Advisor for more details.

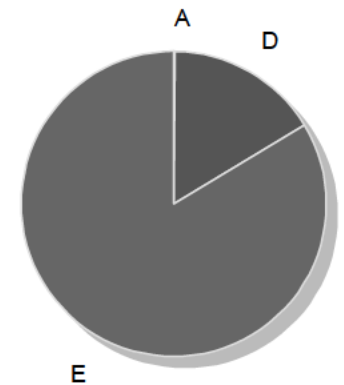
Thank you for allowing Stifel to serve you. In order to protect your rights, including rights under the Securities Investor Protection Act (SIPA), please promptly report, in writing, any inaccuracies or discrepancies in this account or statement to the Compliance Department of Stifel at the address below. If you have any questions regarding your account or this statement, please contact your Financial Advisor or the Branch Manager for this office. For additional information regarding your Stifel account, please refer to the current Stifel Account Agreement and Disclosure Booklet, which is available at [www.stifel.com/disclosures/account-agreement](http://www.stifel.com/disclosures/account-agreement).

PORTFOLIO SUMMARY	June 30	May 31
Net Cash Equivalents **	8,451.76	10,757.58
Net Portfolio Assets held at Stifel	5,204,372.00	5,187,894.00
Net Portfolio Assets not held at Stifel		
<b>Net Portfolio Value</b>	<b>\$5,212,823.76</b>	<b>\$5,198,651.58</b>
YOUR CHANGE IN PORTFOLIO VALUE	June 30	May 31
Net Cash Flow (Inflows/Outflows) <sup>2</sup>		
Securities Transferred In/Out		
Income and Distributions	10,484.71	17,639.03
Change in Securities Value	3,687.47	14,173.58
<b>Net Change in Portfolio Value</b>	<b>\$14,172.18</b>	<b>\$31,812.61</b>

\*\* See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.  
<sup>2</sup> Does not include cost or proceeds for buy or sell transactions.  
You have securities maturing and/or options expiring.

**YOUR ASSET SUMMARY**

	Value on June 30, 2020 (\$)	Percentage of your account
A Net Cash Equivalents**	8,451.76	0.16%
D Fixed Income-Muni	843,359.20	16.18%
E Fixed Income-Other	4,361,012.80	83.66%
<b>Total Assets</b>	<b>\$5,212,823.76</b>	<b>100.00%</b>



## ASSET SUMMARY

	Value as of <b>June 30, 2020</b>				Gains/(-)Losses		
	<i>At Stifel</i>	<i>Not at Stifel</i>	<i>Total</i>	<i>% of assets *</i>	<i>Unrealized</i>	<i>Realized</i>	
						<i>This Period</i>	<i>Year-to-date</i>
Cash	2,183.84		2,183.84	0.04%			
Cash Sweep**	6,267.92		6,267.92	0.12%			
Margin Balance							
<b>A. Net Cash Equivalents</b>	<b>\$8,451.76</b>		<b>\$8,451.76</b>	<b>0.16%</b>			
B. Equities							
C. Preferreds							
D. Fixed Income-Muni	843,359.20		843,359.20	16.18%	593.00		
E. Fixed Income-Other	4,361,012.80		4,361,012.80	83.66%	98,262.92		8,159.36
F. Mutual Funds							
G. Unit Investment Trusts							
H. Insurance Products							
I. Alternative Investments							
J. Other Investments							
K. Stifel Smart Rate Program **							
<b>Net Portfolio Assets</b>	<b>\$5,204,372.00</b>	<b>\$0.00</b>	<b>\$5,204,372.00</b>	<b>99.84%</b>	<b>\$98,855.92</b>	<b>\$0.00</b>	<b>\$8,159.36</b>
<b>Net Portfolio Value</b>	<b>\$5,212,823.76</b>	<b>\$0.00</b>	<b>\$5,212,823.76</b>	<b>100.00%</b>	<b>\$98,855.92</b>	<b>\$0.00</b>	<b>\$8,159.36</b>

## INCOME & DISTRIBUTION SUMMARY

	<i>Security Type</i>	<i>Year-to-date</i>	<i>This period</i>
Dividends	Tax-Exempt		
	Taxable		
Interest	Tax-Exempt		
	Taxable	66,529.66	10,484.71
Capital Gain Distributions			
Return of Principal			
Other			
<b>Total Income &amp; Distributions</b>		<b>\$66,529.66</b>	<b>\$10,484.71</b>

## INFORMATION SUMMARY

	<i>Security Type</i>	<i>Year-to-date</i>	<i>This period</i>
Accrued Interest Paid	Tax-Exempt		
	Taxable	7,596.58	36.63
Accrued Interest Received	Tax-Exempt		
	Taxable	2,108.10	
Gross Proceeds		1,441,598.50	100,000.00
Federal Withholding			
Foreign Taxes Paid			
Margin Interest Charged			

\* Please note "% of assets" figures are shown gross of any amounts owed to Stifel and/or net short positions.

\*\* Include balances which are FDIC insured bank deposits, not cash held in your Securities Account and not covered by SIPC.

## ASSET DETAILS

This section shows the cash equivalents and/or securities in your account. Prices obtained from outside sources are considered reliable but are not guaranteed by Stifel. Actual prices may vary, and upon sale, you may receive more or less than your original purchase price. Contact your Financial Advisor for current price quotes. Gain/Loss is provided for informational purposes only. Cost basis may be adjusted for, but not limited to, amortization, accretion, principal paydowns, capital changes, listed option premiums, gifting rules, inheritance step-up, or wash sales. The Gain/Loss information should not be used for tax preparation without the assistance of your tax advisor. Lot detail quantity displayed is truncated to the one thousandth of a share.

### NET CASH EQUIVALENTS

	<i>Current value</i>	<i>Cost Basis</i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
CASH	2,183.84	2,183.84		
STIFEL FDIC INSURED	6,267.92	6,267.92	0.63	0.01%
<b>Total Net Cash Equivalents</b>	<b>\$8,451.76</b>	<b>\$8,451.76</b>	<b>\$0.63</b>	<b>0.01%</b>

#### STIFEL INSURED BANK DEPOSIT PROGRAM

Funds deposited through the Stifel Insured Bank Deposit Program (the "Program") may be deposited at multiple banks. The Program's Disclosure Statement is available at [www.stifel.com/disclosures/account-agreement](http://www.stifel.com/disclosures/account-agreement). The deposits are not covered by the Securities Investor Protection Corporation ("SIPC"). Deposits are insured by the FDIC within applicable limits.

Balances in the Program or in any money market fund offered as an available fund for Cash Investment Services at Stifel, subject to applicable limits, can be liquidated upon request and the proceeds returned to your securities account or can be distributed directly to you with the proper withdrawal form on file.

### PORTFOLIO ASSETS - HELD AT STIFEL

<b>Fixed Income-Muni</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
OHIO ST WTR DEV AUTH POLLTN CTL REV WTR QUAL B2 BABS B/E TXBL CPN 3.742% DUE 12/01/21 DTD 08/24/10 FC 12/01/10 CUSIP: 67766WQH8 <i>Original Cost: 155,372.00</i>	S&P: AAA Moody: Aaa <b>Cash</b>	150,000	102.8810 154,321.50	102.8300 154,244.93	467.75	76.57	5,613.00	3.64%
NORCO CA CMNTY REDEV AGY SUCCESS AGY REV TAX ALLOC RFDG B B/E TXBL CPN 2.715% DUE 03/01/22 DTD 12/20/17 FC 03/01/18 CUSIP: 655505BJ3 <i>Original Cost: 153,354.50</i>	S&P: AA- <b>Cash</b>	150,000	101.5910 152,386.50	101.9972 152,995.87	1,357.50	-609.37	4,072.50	2.67%



**ASSET DETAILS (continued)**

**PORTFOLIO ASSETS - HELD AT STIFEL (continued)**

<b>Fixed Income-Muni</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
OCEANSIDE CA PENSION OBLIG RFDG REV B/E TXBL CPN 3.839% DUE 08/15/22 DTD 08/11/15 FC 02/15/16 CUSIP: 675371AY4 <i>Original Cost: 104,986.00</i>	S&P: AA+ <b>Cash</b>	100,000	105.2750 105,275.00	104.6191 104,619.14	1,450.29	655.86	3,839.00	3.65%
HILLSBOROUGH CNTY FL AVIATION AUTH CUST FAC REV TAMPA INTL B/E TXBL CPN 3.549% DUE 10/01/22 DTD 09/03/15 FC 04/01/16 CUSIP: 432275AE5 <i>Original Cost: 205,191.00</i>	S&P: A Moody: A3 <b>Cash</b>	200,000	102.3650 204,730.00	102.4770 204,953.91	1,774.50	-223.91	7,098.00	3.47%
WATAUGA CNTY NC RFDG B/E TXBL CPN 2.330% DUE 06/01/23 DTD 10/02/19 FC 06/01/20 CUSIP: 94109SAT8 <i>Original Cost: 113,363.30</i>	S&P: AA <b>Cash</b>	110,000	102.6250 112,887.50	102.9292 113,222.17	213.58	-334.67	2,563.00	2.27%
CONNECTICUT ST SER A B/E TXBL CPN 1.998% DUE 07/01/24 DTD 06/11/20 FC 01/01/21 CUSIP: 20772KJW0 <i>Original Cost: 112,753.90</i>	S&P: A Moody: A1 <b>Cash</b>	110,000	103.4170 113,758.70	102.4820 112,730.18	122.10	1,028.52	2,197.80	1.93%
<b>Total Fixed Income-Muni</b>		<b>820,000</b>	<b>\$843,359.20</b>	<b>\$842,766.20</b>	<b>\$5,385.72</b>	<b>\$593.00</b>	<b>\$25,383.30</b>	<b>3.01%</b>

Municipal Bonds held may or may not be tax free. Please consult with your tax advisor.

<b>Fixed Income-Other</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
U S TREASURY NOTE CPN 2.625% DUE 07/31/20 DTD 07/31/18 FC 01/31/19 CUSIP: 912828Y46 <i>Original Cost: 251,767.31</i>	Moody: Aaa <b>Cash</b>	250,000	100.2020 250,505.00	100.0501 250,125.35	2,740.39	379.65	6,562.50	2.62%



**ASSET DETAILS (continued)**

**PORTFOLIO ASSETS - HELD AT STIFEL (continued)**

<b>Fixed Income-Other</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
FEDL NATL MTG ASSN NOTE CPN 2.875% DUE 10/30/20 DTD 11/01/18 FC 04/30/19 CUSIP: 3135G0U84 <i>Original Cost: 253,425.11</i>	S&P: AA+ Moody: Aaa <b>Cash</b>	250,000	100.8930 252,232.50	100.3591 250,897.81	1,217.88	1,334.69	7,187.50	2.85%
FEDL NATL MTG ASSN NOTE CPN 2.000% DUE 10/30/20 DTD 04/30/12 FC 10/30/12 CUSIP: 3136G0FJ5 <i>Original Cost: 250,472.82</i>	S&P: AA+ <b>Cash</b>	250,000	100.6050 251,512.50	100.0465 250,116.33	847.22	1,396.17	5,000.00	1.99%
APPLE INC NOTE CPN 2.850% DUE 05/06/21 DTD 05/06/14 FC 11/06/14 CUSIP: 037833AR1 <i>Original Cost: 254,209.50</i>	S&P: AA+ Moody: Aa1 <b>Cash</b>	250,000	102.1800 255,450.00	100.7549 251,887.27	1,088.54	3,562.73	7,125.00	2.79%
U S TREASURY NOTE CPN 2.625% DUE 05/15/21 DTD 05/15/18 FC 11/15/18 CUSIP: 9128284P2 <i>Original Cost: 253,350.75</i>	Moody: Aaa <b>Cash</b>	250,000	102.1250 255,312.50	100.5920 251,480.07	838.14	3,832.43	6,562.50	2.57%
SALLIE MAE BANK SALT LAKE CITY UT CD FDIC #58177 CPN 2.450% DUE 05/17/21 DTD 05/15/19 FC 11/15/19 CUSIP: 7954502W4	<b>Cash</b>	100,000	102.0440" 102,044.00	100.0000 100,000.00	315.48	2,044.00	2,450.00	2.40%
FEDL NATL MTG ASSN NOTE CPN 2.750% DUE 06/22/21 DTD 06/25/18 FC 12/22/18 CUSIP: 3135G0U35 <i>Original Cost: 255,015.78</i>	S&P: AA+ Moody: Aaa <b>Cash</b>	250,000	102.4850 256,212.50	100.9674 252,418.61	171.88	3,793.89	6,875.00	2.68%
FEDL NATL MTG ASSN NOTE CPN 2.000% DUE 01/05/22 DTD 01/09/17 FC 07/05/17 CUSIP: 3135G0S38 <i>Original Cost: 152,238.52</i>	S&P: AA+ Moody: Aaa <b>Cash</b>	150,000	102.7400 154,110.00	100.9673 151,451.02	1,466.67	2,658.98	3,000.00	1.95%



**ASSET DETAILS (continued)**

**PORTFOLIO ASSETS - HELD AT STIFEL (continued)**

<b>Fixed Income-Other</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
PFIZER INC NOTE CPN 2.800% DUE 03/11/22 DTD 03/11/19 FC 09/11/19 CUSIP: 717081ER0 <i>Original Cost: 101,548.00</i>	S&P: AA- Moody: A1 <b>Cash</b>	100,000	104.1240 104,124.00	100.9523 100,952.34	871.11	3,171.66	2,800.00	2.69%
U S TREASURY NOTE CPN 2.250% DUE 04/15/22 DTD 04/15/19 FC 10/15/19 CUSIP: 9128286M7 <i>Original Cost: 253,725.75</i>	Moody: Aaa <b>Cash</b>	250,000	103.7070 259,267.50	100.9798 252,449.43	1,183.40	6,818.07	5,625.00	2.17%
IBM CORP UNSECD NOTE CPN 2.850% DUE 05/13/22 DTD 05/15/19 FC 11/15/19 CUSIP: 459200JX0 <i>Original Cost: 151,274.50</i>	S&P: A Moody: A2 <b>Cash</b>	150,000	104.6270 156,940.50	100.4529 150,679.39	546.25	6,261.11	4,275.00	2.72%
SALLIE MAE BANK SALT LAKE CITY UT CD FDIC #58177 CPN 2.550% DUE 05/16/22 DTD 05/15/19 FC 10/15/19 CUSIP: 7954502X2	<b>Cash</b>	100,000	104.4070 " 104,407.00	100.0000 100,000.00	328.36	4,407.00	2,550.00	2.44%
ALLY BANK SANDY UT CD FDIC #57803 CPN 1.850% DUE 08/29/22 DTD 08/29/19 FC 02/29/20 CUSIP: 02007GLJ0	<b>Cash</b>	200,000	103.5030 " 207,006.00	100.0000 200,000.00	1,246.85	7,006.00	3,700.00	1.79%
UNITEDHEALTH GRP INC NOTE CPN 2.375% DUE 10/15/22 DTD 10/25/17 FC 04/15/18 CUSIP: 91324PDD1 <i>Original Cost: 153,461.00</i>	S&P: A+ Moody: A3 <b>Cash</b>	150,000	104.6300 156,945.00	101.9688 152,953.21	752.08	3,991.79	3,562.50	2.27%
JPMORGAN CHASE & CO SR NOTE CPN 3.200% DUE 01/25/23 DTD 01/25/13 FC 07/25/13 CUSIP: 46625HJH4 <i>Original Cost: 254,432.00</i>	S&P: A- Moody: A2 <b>Cash</b>	250,000	106.3190 265,797.50	101.2544 253,135.93	3,466.67	12,661.57	8,000.00	3.01%



**ASSET DETAILS (continued)**

**PORTFOLIO ASSETS - HELD AT STIFEL (continued)**

<b>Fixed Income-Other</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
MORGAN STANLEY BANK NA SALT LAKE CITY UT CD FDIC #32992 CPN 2.650% DUE 01/25/23 DTD 01/25/18 FC 07/25/18 CUSIP: 61747MH46 <i>Original Cost: 101,128.00</i>	<b>Cash</b>	100,000	106.0680" 106,068.00	100.8204 100,820.37	1,147.12	5,247.63	2,650.00	2.50%
SIMON PPTY GRP LP NOTE CPN 2.750% DUE 02/01/23 DTD 12/17/12 FC 08/01/13 CALL 11/01/22 @ 100.000 CUSIP: 828807CN5 <i>Original Cost: 151,146.50</i>	S&P: A Moody: A2 <b>Cash</b>	150,000	103.9730 155,959.50	100.7142 151,071.33	1,718.75	4,888.17	4,125.00	2.64%
AMERICAN EXPRESS NATL BK SANDY UT CD FDIC #27471 CPN 1.450% DUE 03/31/23 DTD 03/31/20 FC 09/30/20 CUSIP: 02589AB50	<b>Cash</b>	100,000	103.1590" 103,159.00	100.0000 100,000.00	365.48	3,159.00	1,450.00	1.41%
CAPITAL ONE BANK USA NA GLEN ALLEN VA CD FDIC #33954 CPN 1.450% DUE 04/10/23 DTD 04/08/20 FC 10/08/20 CUSIP: 14042TDF1	<b>Cash</b>	240,000	103.1820" 247,636.80	100.0000 240,000.00	800.87	7,636.80	3,480.00	1.41%
MICROSOFT CORP NOTE CPN 2.375% DUE 05/01/23 DTD 05/02/13 FC 11/01/13 CALL 02/01/23 @ 100.000 CUSIP: 594918AT1 <i>Original Cost: 102,711.00</i>	S&P: AAA Moody: Aaa <b>Cash</b>	100,000	105.2990 105,299.00	102.3114 102,311.42	395.83	2,987.58	2,375.00	2.26%
GOLDMAN SACHS BANK USA NEW YORK NY CD FDIC #33124 CLLB CPN 1.850% DUE 02/20/24 DTD 02/19/20 FC 08/19/20 CALL 08/19/20 @ 100.000 CUSIP: 38149MQK2	<b>Cash</b>	100,000	100.2310" 100,231.00	100.0000 100,000.00	674.11	231.00	1,850.00	1.85%

## ASSET DETAILS (continued)

### PORTFOLIO ASSETS - HELD AT STIFEL (continued)

<b>Fixed Income-Other</b>	<i>Symbol/ Bond Rating/ Type</i>	<i>Quantity</i>	<i>Current Price/ Current Value</i>	<i>Average Unit Cost/ Cost Basis</i>	<i>Accrued Income<sup>6</sup></i>	<i>Unrealized Gain/(-)Loss<sup>10</sup></i>	<i>Estimated Annualized Income</i>	<i>Estimated Yield %</i>
BMW BANK OF NORTH AMER SALT LAKE CITY UT CD FDIC #35141 CPN 1.650% DUE 02/28/24 DTD 02/28/20 FC 08/28/20 CUSIP: 05580AVB7	<b>Cash</b>	200,000	104.4900" 208,980.00	100.0000 200,000.00	1,121.10	8,980.00	3,300.00	1.58%
WELLS FARGO BANK NA SIOUX FALLS SD CD FDIC #03511 CLLB CPN 2.100% DUE 07/30/24 DTD 01/30/20 FC 02/29/20 CALL 10/30/20 @ 100.000 CUSIP: 949763S23	<b>Cash</b>	100,000	100.1670" 100,167.00	100.0000 100,000.00	5.75	167.00	2,100.00	2.10%
JPMORGAN CHASE BANK NA COLUMBUS OH CD FDIC #00628 CLLB STEP CPN 2.000% DUE 12/30/24 DTD 12/30/19 FC 06/30/20 CALL 12/30/20 @ 100.000 CUSIP: 48128LVM8	<b>Cash</b>	200,000	100.8230" 201,646.00	100.0000 200,000.00	10.96	1,646.00	4,000.00	1.98%
<b>Total Fixed Income-Other</b>		<b>4,240,000</b>	<b>\$4,361,012.80</b>	<b>\$4,262,749.88</b>	<b>\$23,320.89</b>	<b>\$98,262.92</b>	<b>\$100,605.00</b>	<b>2.31%</b>
Principal Protected Notes are subject to the credit risk of the issuer. Principal Protected Market Linked CDs are subject to applicable limits.								
<b>Total Portfolio Assets - Held at Stifel</b>			<b>\$5,204,372.00</b>	<b>\$5,105,516.08</b>		<b>\$98,855.92</b>	<b>\$125,988.30</b>	<b>2.42%</b>
<b>Total Net Portfolio Value</b>			<b>\$5,212,823.76</b>	<b>\$5,113,967.84</b>		<b>\$98,855.92</b>	<b>\$125,988.93</b>	<b>2.42%</b>

## FOOTNOTE DEFINITIONS

- <sup>6</sup> **Accrued Income:** Accrued Income amounts are provided for informational purposes only and are not included as part of the Net Portfolio Value. Accrued Income represents the sum of accrued interest and accrued dividends on securities positions, but which Stifel has not yet received. Stifel cannot guarantee the accuracy of the Accrued Income, which may be subject to change. Accrued Income amounts are not covered by SIPC and should not be relied upon for making investment decisions.
- <sup>10</sup> Please note "Unrealized Gain/(-)Loss" does not equal the total current value minus the total cost if any value or cost amounts are missing. Unrealized gains or losses are provided for your information only and should not be used for tax purposes.
- " The price assigned to this instrument may have been provided by a national pricing service and is derived from a 'market-driven pricing model.'  
This price may not be the actual price you would receive in the event of a sale prior to the maturity of the C.D. Additional information is available upon request.





ACTIVITY SUMMARY				CASH EQUIVALENTS		
Type of Activity	Activity	Year-to-date	This period	Cash	Cash Sweep	Margin
<b>Opening Balance - Net Cash Equivalents</b>			<b>\$10,757.58</b>	<b>\$0.00</b>	<b>\$10,757.58</b>	<b>\$0.00</b>
Buy and Sell Transactions	Assets Bought	-1,999,935.78	-112,790.53	-112,790.53		
	Assets Sold/Redeemed	1,443,706.60	100,000.00	100,000.00		
Deposits	Deposits Made To Your Account	203,554.16				
Withdrawals	Withdrawals From Your Account					
Income and Distributions	Income and Distributions	66,529.66	10,484.71	10,484.71		
Cash Sweep Activity	Cash Sweep Activity			4,489.66	-4,489.66	
Margin Interest	Margin Interest Charged					
Other	Other Transactions					
Cash Management Activity	Card Activity					
	ACH/ATM Activity					
Checkwriting Activity	Checks You Wrote					
<b>Closing Balance - Net Cash Equivalents</b>			<b>\$8,451.76</b>	<b>\$2,183.84</b>	<b>\$6,267.92</b>	<b>\$0.00</b>
Securities Transferred	Securities Transferred In/Out					

ACTIVITY DETAILS				CASH EQUIVALENTS				
			This period	Cash	Cash Sweep	Margin		
<b>Opening Balance - Net Cash Equivalents</b>			<b>\$10,757.58</b>	<b>\$0.00</b>	<b>\$10,757.58</b>	<b>\$0.00</b>		
<b>Assets Bought</b>								
Date	Activity	Quantity	Price	Description	Total	Cash	Cash Sweep	Margin
6/15/2020	Asset Bought	110,000.000	102.4990	CONNECTICUT ST SER A B/E TXBL CPN 1.998% DUE 07/01/24 DTD 06/11/20 FC 01/01/21 CUSIP: 20772KJW0	-112,790.53	-112,790.53		
<b>Total Assets Bought</b>					<b>-\$112,790.53</b>	<b>-\$112,790.53</b>		



**ACTIVITY DETAILS continued**

**CASH EQUIVALENTS continued**

**Assets Sold/Redeemed**

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Price</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
6/12/2020	Redemption	-100,000.000		WELLS FARGO BANK NA SIOUX FALLS SD CD FDIC #03511 CLLB CPN 2.150% DUE 09/12/24 DTD 09/12/19 FC 10/12/19 CALL 09/12/20 @ 100.000 CUSIP: 949763H74	100,000.00	100,000.00		
<b>Total Assets Sold/Redeemed</b>					<b>\$100,000.00</b>	<b>\$100,000.00</b>		

**Income and Distributions**

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
6/1/2020	Interest		OHIO ST WTR DEV AUTH POLLTN CTL REV WTR QUAL B2 BABS B/E TXBL CPN 3.742% DUE 12/01/21 DTD 08/24/10 FC 12/01/10 060120 150,000 CUSIP: 67766WQH8	2,806.50	2,806.50		
6/1/2020	Interest		WATAUGA CNTY NC RFDG B/E TXBL CPN 2.330% DUE 06/01/23 DTD 10/02/19 FC 06/01/20 060120 110,000 CUSIP: 94109SAT8	1,701.55	1,701.55		
6/2/2020	Interest		WELLS FARGO BANK NA SIOUX FALLS SD CD FDIC #03511 CLLB CPN 2.100% DUE 07/30/24 DTD 01/30/20 FC 02/29/20 053020 100,000 CUSIP: 949763S23	172.60	172.60		
6/12/2020	Interest		WELLS FARGO BANK NA SIOUX FALLS SD CD FDIC #03511 CLLB CPN 2.150% DUE 09/12/24 DTD 09/12/19 FC 10/12/19 061220 100,000 CUSIP: 949763H74	182.60	182.60		



**ACTIVITY DETAILS continued**

**CASH EQUIVALENTS continued**

**Income and Distributions continued**

<i>Date</i>	<i>Activity</i>	<i>Quantity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
6/22/2020	Interest		FEDL NATL MTG ASSN NOTE CPN 2.750% DUE 06/22/21 DTD 06/25/18 FC 12/22/18 062220 250,000 CUSIP: 3135G0U35	3,437.50	3,437.50		
6/30/2020	Interest		STIFEL FDIC INSURED BANK DEPOSIT PROGRAM 063020 6,267 CUSIP: 09999844	0.12	0.12		
6/30/2020	Interest		JPMORGAN CHASE BANK NA COLUMBUS OH CD FDIC #00628 CLLB STEP CPN 2.000% DUE 12/30/24 DTD 12/30/19 FC 06/30/20 063020 200,000 CUSIP: 48128LVM8	2,005.48	2,005.48		
6/30/2020	Interest		WELLS FARGO BANK NA SIOUX FALLS SD CD FDIC #03511 CLLB CPN 2.100% DUE 07/30/24 DTD 01/30/20 FC 02/29/20 063020 100,000 CUSIP: 949763S23	178.36	178.36		
<b>Total Income and Distributions</b>				<b>\$10,484.71</b>	<b>\$10,484.71</b>		

**Cash Sweep Activity**

<i>Date</i>	<i>Activity</i>	<i>Description</i>	<i>Total</i>	<i>Cash</i>	<i>Cash Sweep</i>	<i>Margin</i>
6/2/2020	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-4,508.05	4,508.05	
6/3/2020	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-172.60	172.60	
6/15/2020	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-100,182.60	100,182.60	
6/17/2020	Sale	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		112,790.53	-112,790.53	
6/23/2020	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-3,437.50	3,437.50	



**ACTIVITY DETAILS continued**

**Cash Sweep Activity continued**

Date	Activity	Description	Total	Cash	Cash Sweep	Margin
6/30/2020	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-0.12	0.12	
<b>Total Cash Sweep Activity</b>			<b>\$0.00</b>	<b>\$4,489.66</b>	<b>-\$4,489.66</b>	

**CASH EQUIVALENTS continued**

	This period	Cash	Cash Sweep	Margin
<b>Closing Balance - Net Cash Equivalents</b>	<b>\$8,451.76</b>	<b>\$2,183.84</b>	<b>\$6,267.92</b>	<b>\$0.00</b>

**REALIZED GAINS/(-)LOSSES**

This section provides estimated realized gains or losses for informational purposes only. Cost basis may be adjusted due to, but not limited to, the following: amortization, accretion, principal paydowns, capital changes, listed option premiums, gifting rules, inheritance step-up, or wash sales. Unless another method was in effect at the time of the trade, the trading tax lot relief method indicated on the first page of the statement was used to calculate gains or losses. Please review this information carefully for accuracy, and contact your Financial Advisor with any questions.

Fixed Income-Other	Closing Transaction	Date Acquired	Date Sold	Quantity	Cost Basis	Sale Proceeds	Realized Gain/(-)Loss**
BMO HARRIS BANK NA CHICAGO IL CD CUSIP: 05581WT70	REDEEMED	05/10/19	02/24/20	200,000	200,000.00	200,000.00	N/A (ST)
COMCAST CORP NEW BOND CUSIP: 20030NBX8		05/08/19	04/01/20	250,000	253,019.97	258,417.50	5,397.53 (ST)
ENERBANK USA SALT LAKE CITY UT CD CUSIP: 29278TGV6	REDEEMED	05/10/19	02/10/20	100,000	100,000.00	100,000.00	N/A (ST)
EXXON MOBIL CORP NOTE CUSIP: 30231GAR3		07/12/19	04/01/20	125,000	127,427.92	128,120.00	692.08 (ST)
FIRST REPUBLIC BANK SAN FRANCISCO CA CD CUSIP: 33616CDK3	REDEEMED	05/08/19	05/19/20	200,000	200,000.00	200,000.00	N/A (LT)
GOLDMAN SACHS BANK USA NEW YORK NY CD CUSIP: 38149MFA6	REDEEMED	08/19/19	03/23/20	100,000	100,000.00	100,000.00	N/A (ST)

\*\* Please note "Realized Gain/(-)Loss" does not equal total sale proceeds minus total cost basis if any cost basis amounts are missing.



**REALIZED GAINS/(-)LOSSES continued**

	<i>Closing Transaction</i>	<i>Date Acquired</i>	<i>Date Sold</i>	<i>Quantity</i>	<i>Cost Basis</i>	<i>Sale Proceeds</i>	<i>Realized Gain/(-)Loss**</i>
<b>Fixed Income-Other</b>							
INTL BUS MACHS CORP NOTE CUSIP: 459200HU8		05/10/19	04/01/20	100,000	102,991.25	105,061.00	2,069.75 (ST)
U S TREASURY NOTE CPN 2.250% DUE 03/31/20 CUSIP: 9128284C1	REDEEMED	05/13/19	03/31/20	250,000	250,000.00	250,000.00	N/A (ST)
WELLS FARGO BANK NA SIOUX FALLS SD CD CUSIP: 949763H74	REDEEMED	08/28/19	06/12/20	100,000	100,000.00	100,000.00	N/A (ST)
<b>Total Fixed Income-Other</b>					<b>\$1,433,439.14</b>	<b>\$1,441,598.50</b>	<b>\$8,159.36</b>
<b>Total Realized Gains/(-)Losses</b>					<b>\$1,433,439.14</b>	<b>\$1,441,598.50</b>	<b>\$8,159.36</b>
<b>Total Net Short-Term (ST)</b>					<b>\$1,233,439.14</b>	<b>\$1,241,598.50</b>	<b>\$8,159.36</b>
<b>Total Net Long-Term (LT)</b>					<b>\$200,000.00</b>	<b>\$200,000.00</b>	<b>\$0.00</b>
<b>Total Net Other-Term (OT)</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\*\* Please note "Realized Gain/(-)Loss" does not equal total sale proceeds minus total cost basis if any cost basis amounts are missing.



**Stifel Insured Bank Deposit Program**

Amount(s) listed below include accrued interest in the amount of \$0.12. The rate at month-end was 0.01%.

<b>Description</b>	<b>Location</b>	<b>Previous Month Value</b>	<b>Current Month Value</b>
Stifel Bank and Trust	St. Louis, MO	\$10,757.58	\$0.09
Citibank NA	Sioux Falls, SD	\$0.00	\$6,267.83
<b>Closing Balance - Stifel Insured Bank Deposit Program</b>			<b>\$6,267.92</b>

Your deposit balances at each Program Bank are eligible for insurance by the FDIC within applicable limits. The deposit balances are not insured by SIPC. Please refer to the Stifel Insured Bank Deposit Program Disclosure Statement and the Stifel Insured Bank Deposit Program for Retirement Accounts Disclosure Statement which are available at [www.stifel.com/disclosures/account-agreement](http://www.stifel.com/disclosures/account-agreement) or from your Financial Advisor.

# STIFEL

## Certain Definitions

“Stifel” means Stifel, Nicolaus & Company, Incorporated, Member SIPC and NYSE.

“Stifel Banks” means affiliated banks of Stifel, which may include Stifel Bank & Trust, Member Federal Deposit Insurance Corporation (“FDIC”); Stifel Bank, Member FDIC; Stifel Trust Company, National Association, Member FDIC; and Stifel Trust Company Delaware, National Association, Member FDIC. **Unless otherwise specified, products purchased from or held by Stifel in a securities account are not insured by the FDIC, are not deposits or other obligations of the Stifel Banks, are not guaranteed by the Stifel Banks, and are subject to investment risk, including possible loss of the principal.**

“Stifel Smart Rate Program” refers to a money market deposit account at Stifel Bank & Trust or Stifel Bank, each an affiliate of Stifel, which is made available to eligible clients of Stifel. The deposits are insured by the FDIC, within applicable limits, and are not cash held in your securities account. For additional information and terms and conditions concerning these deposits, see the Stifel Smart Rate Program Disclosure, which is available at [www.stifel.com/disclosures](http://www.stifel.com/disclosures) or from your Financial Advisor.

## Account Disclosures

**Errors and Inquiries** – You should review this statement carefully and notify the Manager of the Office servicing your account of anything you believe to be incorrect. Any verbal communications should be re confirmed in writing to protect your rights, including rights under SIPA. All statements furnished to you shall be considered accurate, complete, and acknowledged by you unless you report any inaccuracies to the Manager. Instructions and inquiries should be directed to your Financial Advisor. When making inquiries, please mention your account number. Please notify us promptly of any change of address.

**Investment Objective** – All clients are requested to promptly notify us of any material change in their investment objective or financial situation in order to assist us in maintaining current background and financial information.

**Pricing and Rating of Securities** – The pricing of securities displayed on your statement is derived from various sources and, in some cases, may be higher or lower than the price you would actually receive in the market. If we cannot obtain a price, “N/A” appears. For securities listed on an exchange or trading continually in an active marketplace, the prices reflect market quotations at the close of your statement period. For securities trading less frequently, we rely on third party pricing services or a computerized pricing model, which may not always reflect actual market values. Similarly, some insurance product values provided by outside carriers may be valued as of a date other than the statement date. Bond ratings of securities were obtained from various rating services. There is no guarantee with respect to their accuracy. For current price quotes, please contact your Financial Advisor.

**Cost Basis Information** – All information provided with respect to cost basis is derived from transactions in the account or information supplied by other sources. There is no guarantee as to the accuracy of cost basis information or the profit and loss information provided for tax lots designated as noncovered. Stifel uses the first in, first out method when calculating the realized gain or loss on sale transactions unless a specific identification is made prior to settlement date. The gain or loss provided on your statement is informational only and should not be used for tax reporting. A 1099 including the cost basis for sale proceeds from covered tax lots will be provided after year end for tax reporting. Please inform your Financial Advisor if a cost basis is not accurate.

**Transaction Dates** – All securities transactions are reflected on a trade date basis. Settlement of trades will normally occur in three business days unless stated differently on your trade confirmation. Title to securities sold to you where Stifel has acted as principal shall remain with Stifel until the entire purchase price is received or until the settlement date, whichever is later.

**Custody of Securities** – Securities held by Stifel, Nicolaus & Company, Incorporated for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by our Correspondent, the Depository Trust Company, or in similar systems.

**Assets Held Away** – You may purchase certain assets through Stifel, which will be held at a custodial institution other than Stifel. Where available, we include information about these assets on your statement. The custodial institution is responsible, however, for providing year end tax reporting information (Form 1099) and separate periodic statements, which may vary from the information included on your Stifel statement because of different reporting periods. Your Stifel statements may also reflect other assets “not held” at Stifel, in addition to those held by a custodial institution. The value and nature of these investments is generally provided by you. Stifel does not guarantee the accuracy of the information with respect to the value of these investments as reflected on your statement. Assets held away are not covered by Stifel SIPC.

**Estimated Annual Income and Yields** – Estimated annual income and yields are calculated by annualizing the most recent distribution and do not reflect historical experience or project future results. The yield information for the money market funds is based on historical performance; future yields will fluctuate. These figures have been obtained from sources believed to be reliable, but no assurance can be made as to accuracy. Before investing in any of these funds, carefully read the prospectus, which is available through your Financial Advisor.

**Payment for Order Flow** – In order to access a wide variety of execution venues, the firm does participate in the maker/taker model. Certain exchanges and other trading centers to which the firm routes equities and options orders have implemented fee structures under which broker dealer participants may receive rebates on certain orders. Under these fee structures, participants are charged a fee for orders that take liquidity from the venue, and provided a rebate for orders that add liquidity to the venue. Rebates received by the firm from a venue during any time period may or may not exceed the fees paid by the firm to the venue during that time period. Fees and/or rebates from all venues are subject to change. Stifel will provide customers additional information regarding average net fees/rebates paid/received upon written request. For venues from which Stifel receives a rebate, Stifel is considered to be receiving payment for order flow.

Additional information will be provided upon written request, and certain order routing information is available online at [www.stifel.com/disclosures/best](http://www.stifel.com/disclosures/best) execution. On request of a customer and at no fee, Stifel will disclose to such customer the identity of the venue to which such customer’s orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non directed orders, and the time of the transactions, if any, that resulted from such orders. Orders may be routed and executed internally through Stifel’s trading desk. In such instances, Stifel stands to share in 100% of remuneration received (in the case of orders executed as agent) or profits or losses generated (in the case of orders executed as principal) as a result of internalizing such orders. Customers may mail their inquiries to: Stifel Attn: Equity Trading Compliance, 787 7th Avenue, New York, New York 10019.

**Tax Information** – Although your statement may describe certain items as Federally tax exempt, this is for information purposes only. When reporting your taxes, please rely exclusively on the substitute Form 1099 you will receive from us after year end for your taxable accounts. (For Retirement Accounts, Form 1099R will report distributions from the account rather than income and dividends or proceeds from sales.)

**SIPC Protection** – Stifel is a member of the Securities Investor Protection Corporation (SIPC). SIPC coverage protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org), or investors may contact SIPC at (202) 371 8300. Stifel has purchased additional securities coverage of \$149,500,000 and cash coverage of \$900,000 for a total of \$150,000,000 of securities coverage and \$1,150,000 of cash coverage, subject to the terms and conditions of the policy, with an aggregate limit of \$300,000,000. (For more information, visit: [www.stifel.com/disclosures/asset](http://www.stifel.com/disclosures/asset) protection.) This coverage does not protect against market losses and does not cover securities not held by Stifel.

**Margin Accounts** – If you have a margin account, this is a combined statement of your margin account and special memorandum account (“SMA”) maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the (“SMA”) as required by Regulation T is available for your inspection upon request. If you have applied for margin privileges and have been approved, you may borrow money from Stifel in exchange for pledging assets in your account as collateral for any outstanding margin loan. The amount you may borrow is based on Regulation T, Stifel’s internal policies, and the value of securities in your margin account. Securities held in a margin account are identified by the word “margin” on your statement. Stifel reserves the right to limit margin purchases and short sales and to alter its margin requirements and due dates for house or other margin calls in accordance with the Firm’s guidelines, market conditions, and regulatory margin requirements.

**Margin Account Interest Charges** – The margin interest period includes the second to last day of the prior statement period through the third day prior to the last day of the current statement period. The margin interest charge is computed by multiplying the rate of interest by the average net daily settled debit balance and a fraction, the numerator of which is the number of days the debit balance existed, and the denominator of which is three hundred sixty (360). The rate of interest is determined by the cost of borrowing money and is subject to change without notice. The average net daily settled debit balance includes any settled credit and settled debit balances in your cash and margin accounts during the period. Please review the “Statement of Credit Terms” you have already received for further information.

# STIFEL

## Account Disclosures Continued

**Late Charges** – If transactions in your account result in a debit balance in your cash account and you do not make payment by the settlement date, you may be subject to interest charges.

**Free Credit Balances** – Customer Free Credit Balances may be used in this Firm's business subject to the limitations of 17CFR Section 240, 15c3 3 under The Securities Exchange Act of 1934. You have the right to receive from us in the course of normal business operations, upon demand, the delivery of: a) Any Free Credit Balances to which you are entitled, b) Any Fully Paid Securities to which you are entitled, c) Any Securities purchased on margin upon full payment of any indebtedness to us. If you participate in Stifel|Advantage or Stifel Prestige® Accounts, the payment to you of a Free Credit Balance may be subject to the cancellation of any commitment made in respect to your account for the payment of checks, ATM Card, or Point of Sale transaction charges, or other debit card transactions.

**Option Accounts** – 1) Commissions and other charges related to the execution of option transactions have been included on confirmations for such transactions, which have already been sent to you, and copies of confirmations are available upon request; 2) should you have any changes in your investment objective or current financial situation, you should advise your investment professional immediately; and 3) assignment notices for option contracts are allocated among client short positions pursuant to an automated procedure that randomly selects from all client short option positions those contracts that are subject to assignment, which includes positions established on the day of assignment. Additional information pertaining to the procedures used for random selection is available upon request.

**Complaints** – Complaints relating to your account(s) may be directed to Stifel, Legal Department, 501 North Broadway, St. Louis, Missouri 63102 or by phoning (800) 488 0970 or (314) 342 2000.

**Lost Certificates** – In the event your statement indicates that securities were delivered out of your account in certificate form and you have not received them, it is understood that you will notify Stifel immediately in writing. If written notification is received within 120 calendar days after the delivery date, as reflected on your statement, the certificate will be replaced free of charge. Thereafter, a fee for replacement may apply.

**Dividend Reinvestment** – (Optional) The dollar amount of Mutual Fund distributions, Money Market Fund income, or dividends on other securities shown on your statement may have been reinvested into additional shares. You will not receive confirmations for these reinvestment transactions. However, information pertaining to these transactions which would otherwise appear on confirmations will be furnished to you upon written request. In dividend reinvestment transactions, Stifel may act as your agent and receive payment for order flow. The source and nature of such payment will be furnished to you upon written request to Stifel or your introducing firm. If Stifel is currently a market maker in the eligible security, Stifel will purchase, as principal for you, additional shares at the opening market price.

**Stifel Information** – A Statement of Financial Condition of Stifel, Nicolaus & Company, Incorporated is available for your inspection at any of our offices, or a copy will be mailed to you upon request.

**Investor Education and Protection** – Under the Public Disclosure Program, the Financial Industry Regulatory Authority ("FINRA") provides certain information regarding the disciplinary history of FINRA members and their associated persons via FINRA Regulation's BrokerCheck Hotline (toll free (800) 289 9999). Additional information may be obtained from the FINRA Regulation Web Site at [www.finra.org](http://www.finra.org), and an investor brochure describing FINRA BrokerCheck is available upon request.

Stifel, Nicolaus & Company, Incorporated is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). Additional information may be obtained from the MSRB web site at [www.msrb.org](http://www.msrb.org), including an investor brochure that is posted on the web site describing the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

**ERISA Section 408(b)(2) Notice** – For Service Provider Fee Disclosures under ERISA 408(b)(2), please see [www.stifel.com/disclosures/ERISA](http://www.stifel.com/disclosures/ERISA). Please direct any questions you may have to your Financial Advisor.

## Notification of Change in Circumstances and Availability of Investment Advisory Disclosure Brochures –

In the event that there are any material changes in your financial situation, investment objective(s), risk tolerance, or instructions regarding your account(s), please promptly report such changes to your financial advisor to ensure that your investment advisory accounts are being managed based on the most current information. You should review Stifel's Form ADV Part 2A (Disclosure Brochure) for information and disclosures relating to Stifel's investment advisory services (available at: [www.stifel.com/disclosures/investment advisory services/program disclosures](http://www.stifel.com/disclosures/investment%20advisory%20services/program%20disclosures)), including (but not limited to) a discussion of the various conflicts of interest to which our firm may be subject in the provision of investment advisory services to you.





COUNTY OF ORANGE  
**OFFICE OF THE TREASURER-TAX COLLECTOR**

Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM  
 P. O. BOX 4515  
 SANTA ANA, CA 92702-4515



[ocgov.com/ocinvestments](http://ocgov.com/ocinvestments)

June 30, 2020

**ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

Attn: Richard Howard, District Manager  
 13001 Garden Grove Blvd.  
 Garden Grove, CA 92843

Monthly Apportionment Gross Yield: 1.261%  
 Estimated Investment Administration Fee Rate: -0.045%  
 Monthly Apportionment Net Yield: 1.216%

**Fund Number :** [REDACTED]

**JUNE 2020 STATEMENT**

**INVESTMENT BALANCE IN OCIP**

**Transactions**

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Authorized Signer</u>	<u>Amount</u>
06/01/2020	May 2020 Investment Admin Fee		\$ (87.37)
06/30/2020	March 2020 Interest Paid		\$ 2,656.22

**Summary**

Total Deposit:	\$ 2,656.22	Beginning Balance:	\$ 1,713,449.63
Total Withdrawal:	\$ (87.37)	Ending Balance:	\$ 1,716,018.48

**ACCRUED INVESTMENT INCOME**

<u>Description</u>	<u>Amount</u>
April 2020 Interest Accrued	\$ 2,118.44
May 2020 Interest Accrued	\$ 1,894.29
Total	<u>\$ 4,012.73</u>
June 2020 Interest to be accrued in July 2020	\$ 1,783.39

California State Treasurer  
**Fiona Ma, CPA**



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

July 23, 2020

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

ORANGE COUNTY VECTOR CONTROL DISTRICT

DIRECTOR OF ADMINISTRATIVE SERVICES  
13001 GARDEN GROVE BLVD  
GARDEN GROVE, CA 92843

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

June 2020 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	4,828,943.04
Total Withdrawal:	0.00	Ending Balance:	4,828,943.04



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

August 20, 2020

## AGENDA REPORT

### AGENDA ITEM E.4

**Prepared By:** Tawnia Pett, Executive Assistant/Clerk of the Board  
**Submitted By:** Rick Howard, District Manager

#### Agenda Title:

Adopt the Orange County Mosquito and Vector Control District Conflict of Interest Code and Biennial Update for 2020

#### Recommended Action:

Adopt Resolution No. 496 Updating the Orange County Mosquito and Vector Control District Conflict of Interest Code for 2020 to include updated positions subject to the Code

#### Executive Summary:

The District has adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974. Since 1995 the Board has adopted the Fair Political Practices Commissioner's model code by reference. By doing so, updates are adopted automatically, and the code is always in compliance. In 2010 the District adopted the County's electronic version of that codes for ease of filing with the County. The District is required to review the designated positions and reporting categories on a biennial basis and make any adjustments necessary. The District Manager has caused a review of those positions to occur. Since the last review, the Director of Administrative Services position has been removed from the District employee list, the Senior Vector Control Inspector III job title has changed to Operations Supervisor, the Senior Accountant job title has changed to Finance Manager, the Laboratory Specialists and Operations Specialists job titles have changed to Administrative Specialist. The IVM Compliance Coordinator has changed to IVM Compliance Officer. The Public Affairs Coordinator has changed to Public Information Officer. The Urban Water Compliance Coordinator has changed to Urban Water Program Manager. The Maintenance Coordinator has changed to Fleet and Equipment Maintenance Coordinator. To be compliant with the Code, it is appropriate to update the position of Operations Supervisor, Finance Manager, and Administrative Specialist, Public Information Officer, IVM Compliance Officer, Urban Water Program Manager, Fleet and Equipment Maintenance Coordinator, and remove Director of Administrative Services within the Code. This action will readopt the Code to incorporate the revisions required by the biennial review.

#### Existing Positions Subject to The Code:

Trustees, District Manager, Directors, Consultants, Executive Assistant/Clerk of the Board, GIS Coordinator, Information Technology Analyst, Information Technology Coordinator, Information Technology Manager, IVM Compliance Coordinator, Laboratory Specialist, Maintenance Coordinator, Operations Specialist, Public Affairs Coordinator, Senior Accountant, Senior Vector Control Inspector III, and Urban Water Compliance Coordinator.

#### Position Subject to This Action:

Director of Administrative Services is removed. Senior Vector Control Inspector III is removed. Senior Accountant is removed. IVM Compliance Coordinator is removed. Laboratory Specialist is removed.

Maintenance Coordinator is removed. Operations Specialist is removed. Public Affairs Coordinator is removed, Urban Water Compliance Coordinator is removed. IVM Compliance Officer is added. Administrative Specialist is added. Fleet and Equipment Maintenance Coordinator is added. Public Information Officer is added. Finance Manager is added. Operations Supervisor is added. Urban Water Program Manager is added.

**Fiscal Impact: None**

**Previous Relevant Board Actions for This Item:**

Resolution No. 435 passed in November 2016 amending the Conflict of Interest Code  
Resolution No. 457 passed in December 2017 amending the Conflict of Interest Code  
Resolution No. 469 passed in September 2018 amending the Conflict of Interest Code

**Exhibits:**

**Exhibit A:** Conflict of Interest Code

**Exhibit B:** Resolution No. 496

CONFLICT OF INTEREST CODE FOR THE  
ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

The Political Reform Act, Government Code Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosed categories are set forth, constitute the conflict of interest code of the Orange County Mosquito and Vector Control District.

Designated members and employees shall file statements of economic interests with the Orange County Mosquito and Vector Control District. The statements will be available for public inspection and reproduction. (Gov. Code Section 81008).

AGENCY DESIGNATED POSTITIONS

Designated Positions	Disclosure Categories
Trustees	All
District Manager	All
Directors	All
Executive Assistant/Clerk of the Board	All
Administrative Specialist	All
Finance Manager	All
Fleet and Equipment Maintenance Coordinator	All
GIS Coordinator	All
Information Technology Analyst	All
Information Technology Coordinator	All
Information Technology Manager	All
IVM Compliance Officer	All
Operations Supervisor	All
Public Information Officer	All
Urban Water Program Manager	All
Legal Counsel	All
Consultants*	All

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The District Manager may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and is not required to fully comply with the disclosure requirements described in this section. Such a determination shall include a determination of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements.

#### DISCLOSURE CATEGORIES

- 1) All investments and business position in business entities, and all sources of income and interests in real property that are required to be disclosed in the annual statement required in Government Code Section 87302. This category is known as full disclosure.
- 2) Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment, machinery, or office supplies, to the Orange County Mosquito and Vector Control District, or could foreseeably provide services or supplies to the Orange County Mosquito and Vector Control District.
- 3) Interests in real property located in whole or in part within the boundaries of the County of Orange, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000 are required to be disclosed in the annual statement required in Government Code Section 87302.
- 4) Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years contracted with, or in the future may contract with, the Orange County Mosquito and Vector Control District to provide services or supplies to the Orange County Mosquito and Vector Control District.
- 5) Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$500 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code Section 87302.

ATTACHMENT A  
CONFLICT OF INTEREST CODE FOR THE  
ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

The Political Reform Act, Government Code Sections 81000, *et. seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code Regs. Sec. 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing, the FPPC may amend this Regulation to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted but the FPPC are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Orange County Mosquito and Vector Control District.

Officials in the positions listed in Exhibit A shall file Statements of Economic Interest with the Clerk of the Orange County Board of Supervisors. The Statements of Economic Interest shall be maintained as public records and shall be made available for public inspection and reproduction (Government Code Section 81008).

CONFLICT OF INTEREST CODE

EXHIBIT A

AGENCY: ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

Position	Disclosure Category	Files With
Trustees	OC-01	COB
District Manager	OC-01	COB
Directors	OC-01	COB
Executive Assistant/Clerk of the Board	OC-01	COB
Administrative Specialist	OC-01	COB
Finance Manager	OC-01	COB
Fleet and Equipment Maintenance Coordinator	OC-01	COB
GIS Coordinator	OC-01	COB
Information Technology Analyst	OC-01	COB
Information Technology Coordinator	OC-01	COB
Information Technology Manager	OC-01	COB
IVM Compliance Officer	OC-01	COB
Operations Supervisor	OC-01	COB
Public Information Officer	OC-01	COB
Urban Water Program Manager	OC-01	COB
Legal Counsel	OC-30	COB
Consultants	OC-30	COB



DISCLOSURE DESCRIPTIONS

EXHIBIT B

AGENCY: ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

Disclosure Category	Disclosure Description
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans, and travel payments)
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation? The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

**RESOLUTION NO. 496**

**RESOLUTION OF THE ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

**ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND AMENDMENTS PREVIOUSLY ADOPTED**

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. ("the Act"), requires a local government agency to adopt a biennial Conflict of Interest Code pursuant to the Act; and

WHEREAS, the Orange County Mosquito and Vector Control District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

NOW THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Orange County Mosquito and Vector Control District.

Section 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Orange County Mosquito and Vector Control District and hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

PASSED, APPROVED, and ADOPTED by the Board of Trustees of the Orange County Mosquito and Vector Control District at its regular meeting thereof held on the 20<sup>th</sup> day of August 2020, at 13001 Garden Grove Blvd., Garden Grove, California, 92843.

---

Michael Alvarez, President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Orange County Mosquito and Vector Control District at a regularly scheduled meeting, held on August 20, 2020:

---

James Gomez, Secretary

APPROVED AS TO FORM:

---

Alan R. Burns, District Counsel

## **ATTACHMENT A**

### **CONFLICT OF INTEREST CODE FOR THE**

#### **ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code Regs. Sec. 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing, the FPPC may amend this Regulation to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Orange County Mosquito and Vector Control District.

Officials in the positions listed in Exhibit A shall file Statements of Economic Interest with the Clerk of the Orange County Board of Supervisors. The Statements of Economic Interest shall be maintained as public records and shall be made available for public inspection and reproduction (Government Code § 81008).

**Conflict of Interest Code  
EXHIBIT A**

**Agency: Orange County Mosquito and Vector Control District**

Position	Disclosure Category	Files With
Trustees	OC-01	COB
District Manager	OC-01	COB
Directors	OC-01	COB
Executive Assistant/Clerk of the Board	OC-01	COB
Administrative Specialist	OC-01	COB
Finance Manager	OC-01	COB
Fleet and Equipment Maintenance Coordinator	OC-01	COB
GIS Coordinator	OC-01	COB
Information Technology Analyst	OC-01	COB
Information Technology Coordinator	OC-01	COB
Information Technology Manager	OC-01	COB
IVM Compliance Officer	OC-01	COB
Operations Supervisor	OC-01	COB
Public Information Officer	OC-01	COB
Urban Water Program Manager	OC-01	COB
Legal Counsel	OC-30	COB
Consultants	OC-30	COB

**Disclosure Descriptions  
EXHIBIT B**

**Agency: Orange County Mosquito and Vector Control District**

<b>Disclosure Category</b>	<b>Disclosure Description</b>
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments)
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

August 20, 2020

## AGENDA REPORT

### AGENDA ITEM E.5

**Prepared By:** Rick Howard, District Manager  
**Submitted By:** Rick Howard, District Manager

#### Agenda Title:

Approve the Orange County Operational Area Agreement

#### Recommended Action:

Approve the 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions and authorize the Board President to execute the Agreement.

#### Executive Summary:

The Orange County (OC) Operational Area (OA) Agreement formally creates and organizes the OCOA as required by the Standardized Emergency Management System (SEMS), Title 19 California Code of Regulations Section 2409, et seq. The OC OA was established and the OC OA Agreement approved by the OC Board of Supervisors (OCBOS) on November 17, 1995. The OC OA Agreement, which was developed through a collaborative process with all affected organizations and jurisdictions, has guided how OC jurisdictions coordinate emergency planning and response activities.

The OA is overseen by an Executive Board with representatives from each emergency response discipline, including the Orange County Mosquito and Vector Control District. The OA meets quarterly, and is responsible for the development, establishment, and implementation of the policies of the OA. In 2017, the OA Executive Board identified the need to update the OA Agreement to better reflect current best practices and update outdated information. To accomplish this task, the Sheriff-Coroner Department (Sheriff), Emergency Management Division, which serves as staff to the OA Executive Board, formed a collaborative, multi-jurisdictional OA Agreement Revision Working Group to complete a comprehensive review and revision of the OC OA agreement. The revised OC OA Agreement was distributed to all jurisdictions for their review and input.

The finalized Agreement was later approved by the OC Board of Supervisors and signed by Chairwoman Steel on May 19, 2020. The new OCOA Agreement becomes effective after the Agreement is approved by the County of Orange and one other OA jurisdiction. The new Agreement was developed by the OC OA Agreement Revision Working Group and made a number of structural and content changes from the original 1995 document.

The major content changes are identified in **Exhibit E**, attached to this report.

Staff recommends approval of the OC OA Agreement.

**Strategic Plan Compliance:**

This action complies with PRIORITY AREA 1: Collaboration and Engagement with Partner Agencies, Stakeholders, and the Public (S).

**Fiscal Impact:**

**Amount Requested: \$ None**

**Sufficient Budgeted Funds Available: Yes**

**Category: Pers. Optg. XXX Cap. -or- CIP# Fund#**

**Previous Relevant Board Actions for This Item: N/A**

**Exhibits:**

**Exhibit A:** Orange County Operational Agreement of the County of Orange and Political Subdivisions

**Exhibit B:** Orange County Operational Area Flow Chart

**Exhibit C:** Operational Area Agreement of the County of Orange and Political Subdivisions

**Exhibit D:** Operational Area Agreement Overview

**Exhibit E:** Summary of Changes to the OC OA Agreement



# Orange County Operational Area Agreement



of the County of Orange  
and Political Subdivisions  
January 2020

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**I. Recitals**

**OPERATIONAL AREA AGREEMENT  
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

**THIS AGREEMENT** is entered into this 19<sup>th</sup> day of May, 2020, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

**WHEREAS**, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

**WHEREAS**, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

**WHEREAS**, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

**WHEREAS**, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

**NOW THEREFORE**, the Parties hereto agree as follows:

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## **Section One. Operational Area Establishment**

### **1.1 Operational Area Established**

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

### **1.2 Local Authority**

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

## **Section Two. Operational Area Council, Executive Board and Subcommittees**

### **2.1 Operational Area Signatory Council**

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.<sup>1</sup> The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

#### **2.1.1 Membership**

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

#### **2.1.2 Responsibilities**

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

#### **2.1.3 Representatives Meeting**

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

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<sup>1</sup> Title 19 California Code of Regulations Section 2409



## Orange County Operational Area Agreement

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

### **2.2 Operational Area Executive Board**

#### **2.2.1 Membership**

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

#### *Executive Board Members*

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

#### *Terms, Alternates and Voting*

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

## Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

### *Operational Area Executive Board Chair and Vice-Chair*

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

### *Meetings*

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

### **2.2.2 Responsibilities**

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

### *Policy and Operational Area Emergency Operations Plan*

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

### *Mutual Aid Plans and Agreements*

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

### *Laws, Rules, Legislation and Regulation*

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

## Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

### *Operational Area Executive Board Emergency Advisory Capacity*

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

### **2.2.3 Subcommittees and Working Groups**

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only;

## **2.3 Orange County Emergency Management Organization**

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEMO. OCEMO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEMO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

### **2.3.1 Membership**

The entire OCEMO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEMO Bylaws.

#### *Signatory Members*

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting.

## Orange County Operational Area Agreement

### *Collaborative Members*

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

### *Associate Members*

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

### **2.3.2 Responsibilities**

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

#### *Operational Area Plans, Annexes, and Standard Operating Procedures*

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

#### *Training and Exercises*

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

#### *Public Education and Outreach*

- Coordinate the development of public education and whole community emergency preparedness programs.

#### *Legislation*

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

#### *Other*

- Other duties as assigned by the Executive Board.

### **2.3.3 OCEMO Leadership**

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

**2.3.4 Organization and Procedures**

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

**2.3.5 Administrative Support**

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

### **Section Three. Responsibilities**

#### **3.1 Operational Area Jurisdiction Responsibilities**

Subdivisions of the OA have the responsibilities as set forth below:

##### *Participation*

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

##### *Cooperation*

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

##### *Emergency Management Program*

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

##### *Emergency Plan and Organization*

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

##### *Procedures*

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

##### *Training and Exercises*

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

##### *Emergency Assistance*

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

##### *Resource Lists*

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

## Orange County Operational Area Agreement

### *Critical Points of Contact*

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

### *Disaster Recovery and Financial Reimbursement*

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

## **3.2 County-Specific Responsibilities**

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

### *24-Hour Contact Point*

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

### *Operational Area Emergency Operations Center*

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

### *Initial EOC Activation Staffing*

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

## Orange County Operational Area Agreement

### *Disaster Recovery and Financial Reimbursement*

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

### *Operational Area Emergency Operations Plan and Annexes*

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

### *Operational Area Executive Board Support*

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

### *Subcommittee and Working Group Support*

County emergency management staff shall provide support to Executive Board subcommittees and working groups.



## **Section Four. Operational Area Coordinator and Operational Area Manager**

### **4.1 Operational Area Coordinator**

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

#### **4.1.1 Powers and Duties**

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

##### *Direction and Coordination*

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

##### *Operational Area Representative*

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

### **4.2 Operational Area Manager**

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

#### **4.2.1 Powers and Duties**

The OA Manager shall have the following powers and duties:

##### *Administration of Operational Area Agreement*

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

##### *Staff to the Operational Area Executive Board*

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

## Orange County Operational Area Agreement

### *Daily Coordination and Assistance*

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

### *Notification of Emergency Operations Center Activation*

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

### *OCEMO Support*

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

### *Budget and Staffing*

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

### *After Action Reports*

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

### *Resource Coordination*

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

## **Section Five. Operational Area Response Systems**

### **5.1 Operational Area Emergency Operations Plan**

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

#### **5.1.1 Compliance**

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

#### **5.1.2 Functional Assignments**

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

#### **5.1.3 Approval**

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

### **5.2 Operational Area Emergency Operations Center**

#### **5.2.1 Location**

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

#### **5.2.2 Required Activation**

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

#### **5.2.3 Staff for the Operational Area Emergency Operations Center**

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

## **Section Six. Operational Area Finance**

### **6.1 Operational Area Expenses and Revenues**

#### *Operational Area Administrative Expenses*

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

#### *Costs of Operational Area during Emergency Response and Recovery*

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

## Orange County Operational Area Agreement

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

### *Financial Reimbursement and Recovery Following Emergencies*

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

## **Section Seven. Operational Area Agreement Administration**

### **7.1 Existing Agreements**

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

### **7.2 Effective Date**

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

### **7.3 Withdrawal**

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

### **7.4 Indemnification**

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

### **7.5 Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

### **7.6 Interpretation**

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

## Orange County Operational Area Agreement

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words "herein", "hereto" and "hereunder" refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

### **7.7 Ambiguities**

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

### **7.8 Amendment**

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

**OPERATIONAL AREA AGREEMENT  
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: 5/19/20

County of Orange

(City or Jurisdiction)

BY *Michelle Steel*

Michelle Steel, Chairwoman

County of Orange

ATTEST:

By: *Robin Stieler*  
Robin Stieler, Clerk of the Board  
County of Orange



Date 5/19/20

NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:

City/Jurisdiction

Donna Boston

Name

County of Orange

City/Jurisdiction

2644 Santiago Canyon Road

Address

Silverado, CA 92676

City/State/Zip

714-628-7154

FAX Number

APPROVED AS TO FORM:

*Wendy J Phillips*

Wendy Phillips, Senior Deputy County Counsel

County of Orange

Dated 5/26/20



Orange County Operational Area Agreement

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

NOTICE TO \_\_\_\_\_ TO BE GIVEN TO:

City/Jurisdiction

\_\_\_\_\_  
Name

\_\_\_\_\_  
City/Jurisdiction

\_\_\_\_\_  
Address

Chapter 3 City/State/Zip

\_\_\_\_\_  
FAX Number

APPROVED AS TO FORM:

*Wendy J Phullysi*  
\_\_\_\_\_  
*Senior Deputy County Counsel*  
\_\_\_\_\_  
*Orange County*  
\_\_\_\_\_  
Dated *2/26/20*  
\_\_\_\_\_



# 2020 OA Agreement Structure Overview

**FOR REFERENCE ONLY:** In case of discrepancy, the Agreement itself shall prevail. This chart depicts the OA structure only and does not describe the entirety of the OA Agreement.

Orange County Operational Area – All subdivisions within the County

Section 2.1  
**OA Signatory Council**

Section 2.2

- OA Executive Board**
1. Chair of the OC Board of Supervisors
  2. OC County Executive Officer
  3. Operational Area Law Enforcement Mutual Aid Coordinator, the OC Sheriff
  4. Operational Area Fire & Rescue Mutual Aid Coordinator, as selected by the OC Fire Chiefs Association
  5. Operational Area Public Works Mutual Aid Coordinator, the OC Pubic Works Director
  6. Operational Area Health Care Mutual Aid Coordinator, the OC Health Care Agency Director
  7. Operational Area Water/Wastewater Mutual Aid Coordinator
  8. OC Social Services Agency Director
  9. Rep. selected jointly from the OC City Managers Association
  10. Rep. from the OC Chiefs of Police and Sheriff’s Association
  11. Rep. from the OC Fire Chiefs Association
  12. Rep. from the OC City Engineers and Public Works Directors Association
  13. Rep. from Independent Special Districts of OC
  14. OC Superintendent of Schools
  15. Rep. selected jointly from OC Community College Districts
  16. OC Transportation Authority Chief Executive Officer

Section 3.1

OA Jurisdiction Responsibilities

- Participate
- Cooperate
- Emergency Management Program
- Emergency Plan and Organization
- Procedures
- Training and Exercises
- Emergency Assistance
- Resource Lists
- Critical Points of Contact
- Disaster Recovery

Section 3.2

County Specific Responsibilities as OA Lead Agency

- 24 hour contact
- Operational Area Emergency Operation Center
- Initial EOC Activation Staffing
- Disaster Recovery
- Operational Area Emergency Plan and Annexes
- Operational Area Executive Board Support
- Executive Board Subcommittee and Working Group Support

Section 2.2.3

Other Sub Committees & Working Groups formed by OA Board

Section 2.3

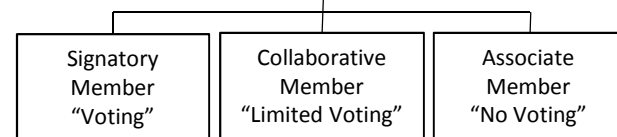
**Orange County Emergency Management Organization**

OCEMO Leadership

- Chairperson
- 1st Vice Chairperson
- 2nd Vice Chairperson
- OA Manager
- Immediate Past Chair
- Elected

\*No more than eight OCEMO members who are also voting members of the OA Executive Board shall be present at any OCEMO meeting

OCEMO Members at Large\*



OCEMO Responsibilities

- OA Area Plans, Annexes & SOPs
- Training and Exercises
- Public Education and Outreach
- Legislation
- Other, as assigned by the OA Executive Board

**OPERATIONAL AREA AGREEMENT  
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: \_\_\_\_\_  
\_\_\_\_\_ (City or Jurisdiction)

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

NOTICE TO \_\_\_\_\_ TO BE GIVEN TO:  
City/Jurisdiction

\_\_\_\_\_  
Name

\_\_\_\_\_  
City/Jurisdiction

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
FAX Number

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

# OPERATIONAL AREA AGREEMENT OVERVIEW

## BACKGROUND

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The Operational Area Agreement formally organizes the County of Orange and its political subdivisions as the Orange County Operational Area for purposes of emergency management coordination, as required by the State of California's Standardized Emergency Management System. First approved in 1995, the document lays out a framework for inter-jurisdictional cooperation and the responsibilities of the County of Orange and its individual subdivisions. This document was reviewed and approved by the County of Orange and the 100+ political subdivisions that make up the Orange County Operational Area, and it has served as the foundation for nearly 25 years of regional emergency management collaboration.

In 2017, the Orange County Sheriff's Department Emergency Management Division began a process to revise the Operational Area Agreement to account for changes in emergency operations plans, incorporate advances and new perspectives in the emergency management discipline and ease administration of Operational Area functions. The Operational Area Agreement Revision Working Group was formed and met for more than a year to develop an updated document taking into account new programs and paradigms at the local, state and federal level, as well as lessons learned from more than twenty years of administering the existing framework. Following an extensive review and revision process in 2018 and 2019, the revised Operational Area Agreement was approved by the County Board of Supervisors on March 24, 2020. The Agreement must now be approved by each individual jurisdiction in the Orange County Operational Area.

## WHAT'S NEW IN THE 2020 AGREEMENT

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The new OA Agreement developed by the OA Agreement Revision Working Group has major structural and significant content changes from the original 1995 document. Agreement sections were reorganized to make the document easier to understand and reference and the document was reformatted to more closely align with the Emergency Management Division's plan document style guide. *A complete crosswalk of structural changes is available on request from the Emergency Management Division.*

The major content changes are outlined below:

### **NEW OPERATIONAL AREA EXECUTIVE BOARD MEMBERS**

Five new Operational Area Executive Board seats were added to the body to more accurately represent the interests of the Operational Area. The following seats were added:

- The County Executive Officer
- The Orange County Social Services Agency Director
- The Operational Area Water/Wastewater Mutual Aid Coordinator
- A representative selected jointly from the Orange County Community College Districts
- The Orange County Transportation Authority Chief Executive Officer

### **ORANGE COUNTY EMERGENCY MANAGEMENT ORGANIZATION (OCEMO) UPDATE**

Since the 1995 Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original document. Several changes were made in the new Agreement draft to reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws approved in 2018, but the major shift was

the removal of the OCEMO Representative Board, which has not been practically in use for a decade or more. The new draft also provides clarity on the nature of the administrative support provided to OCEMO by the County of Orange.

### **OPERATIONAL AREA COORDINATOR STAFFING**

The 1995 Agreement specifically outlined which agencies are responsible for staffing the Operational Area Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an Operational Area-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution and created a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the updated draft was streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.

### **OPERATIONAL AREA FINANCE**

The New Operational Area Agreement includes a significant reworking of language related to OA finances and grant funding and administration. Relevant language once contained in Addendum Two (See Addendums section below) is now incorporated in the main body of the agreement. Language referencing specific grant programs was replaced with broader language that reflects the shifting nature of grant funding and the challenges of grant administration. The new language also addresses lessons learned related to the financial aspects of mutual aid and disaster recovery.

### **ADDENDUMS**

The 1995 Agreement as approved had three addendums that addressed various issues brought forth during the development of the original document. Addendum One clarifies roles and responsibilities for the Operational Area, the Operational Area Executive Board, and the Operational Area Coordinator. Addendum Two includes documents related to the administration of the Emergency Management Assistance Program grant that no longer exists. Relevant portions of these two addendums were incorporated into the main body of the new Agreement draft as appropriate.

Addendum Three is the Operational Area Mutual Aid Plan. This critical document will become an attachment to the Unified County of Orange and Orange County Operational Area Emergency Operations Plan. This will put the Mutual Aid Plan on a more defined schedule of review and revision.

## **OA AGREEMENT JURISDICTION APPROVAL PROCESS**

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With the approval of the OA Agreement by the Orange County Board of Supervisors, the agreement is now ready for presentation to Orange County's jurisdictions for approval. The OCSJ Emergency Management Division is available to support jurisdictions with this process with documents and sample language for agenda staff reports. Jurisdictions approving the Agreement will be asked to provide the following items to the OCSJ Emergency Management Division:

- Physical copy of OA Agreement signature page with wet signatures mailed to:  
Emergency Management Division  
Orange County Sheriff's Department  
ATTN: Ethan Brown  
2644 Santiago Canyon Road  
Silverado, CA 92676
- Scanned copy of OA Agreement signature page sent to [ETBrown@ocsj.org](mailto:ETBrown@ocsj.org) as soon as possible after approval
- Digital copy of any other approval documents (Agenda Staff Report, Resolution, etc.) sent to [ETBrown@ocsj.org](mailto:ETBrown@ocsj.org)

#### Summary of Changes to the OC OA Agreement:

- New OA Executive Board Members: Five new OA Executive Board seats are added to the body to represent the jurisdictions of the OA more diversely. The new seats are designated for: County Executive Officer; OC Social Services Agency Director; Water/Wastewater Mutual Aid Coordinator; a representative selected jointly from the OC Community College Districts; and the OCTA Chief Executive Officer.
- Since the 1995 OCOA Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original 1995 Agreement. Several changes are made in the new OCOA Agreement reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws, which were approved in 2018.
- Another change is the removal of the OCEMO Representative Board, which has not been in use for a decade or more.
- The Agreement provides clarity on the nature of administrative support provided to OCEMO by the County of Orange. The 1995 OC OA Agreement specifically outlined which agencies are responsible for staffing the Operational Area Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an OA-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution #01-212 on July 17, 2001 and created a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the Agreement is streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.
- The New OCOA Agreement includes a significant reworking of language related to OA finances, specifically grant funding and administration. The new language addresses the financial aspects of mutual aid and disaster recovery.



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

August 20, 2020

## AGENDA REPORT

### AGENDA ITEM E.6

**Prepared By:** Rick Howard, District Manager

**Submitted By:** Rick Howard, District Manager

#### Agenda Title:

Adopt Resolution No. 497 establishing the position of Laboratory Fishery Assistant within the Authorized Position Schedule

#### Recommended Action:

The Board of Trustees Adopt Resolution No. 497 establishing the position of Laboratory Fishery Assistant within the Authorized Position Schedule

#### Executive Summary:

In May 2020, the Board of Trustees approved the Fiscal Year 2020-2021 budget. As a part of that budget authorization, the addition of 1.0 Full Time Equivalent (FTE) to the authorized positions schedule at the District was authorized. At the time, the addition of 1.0 Vector Control Inspector I was made as a placeholder for staff to establish a new position to assist with the District's Mosquitofish Program. Prior to the addition of this position, an Extra Help employee filled the duties and responsibilities assisting with the day-to-day Fish Program operation. The position has not been filled and has been vacant while developing the specific job classification. To define the role of the new position, staff evaluated the position specifications and determined that the title of Laboratory Fishery Assistant be established for the position.

The Laboratory Fishery Assistant works in conjunction with and occasionally independent of the Mosquitofish Program Biologist, to assist with the Program. The Laboratory Fishery Assistant will be primarily responsible to perform daily tasks and duties relevant to the stocking, rearing, feeding, production, health monitoring, and maintenance of mosquitofish, maintaining, operating, and cleaning mosquitofish tanks, ponds, and related equipment. The position will also be responsible for conducting routine inspections of plumbing, electrical, structural, and other mechanical systems, note observations, and assist with repairs as needed. Additionally, the position will assist in collecting and organizing data for fish stocking, production, mortality, health, size, sex, and age of the stock.

The Laboratory Fishery Assistant and the Vector Control Inspector I position are at the same rate of pay and salary range. This action establishes the Laboratory Fishery Assistant within the District's Authorized Position Schedule as described within the attached job description.

The Board's Policy and Personnel committee has met and discussed this position on August 6, 2020 recommends that the position title change be authorized. Additionally, and as noted above, the Board of Trustees approved the position in the FY 2020-21 Operating Budget.



**Fiscal Impact:**

**Amount Requested** \$N/A

**Sufficient Budgeted Funds Available:** Yes

**Category:** Pers. X Optg. Cap. -or- CIP# Fund#

**Previous Relevant Board Actions for This Item:**

May 21, 2020 – Approval of FY 2020/21 Budget

**Exhibits:**

**Exhibit A:** Laboratory Fishery Assistant Job Description

**Exhibit B:** Resolution No. 497



## LABORATORY FISHERY ASSISTANT

### **DEFINITION**

Under the general direction of the Director of Scientific Technical Services (Director) and working directly with the District Mosquitofish Program Biologist (Biologist), assists in the oversight and maintenance of the District's Mosquitofish Program (Program).

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from Director and works directly with the Biologist. Exercises no direct supervision over staff.

### **CLASS CHARACTERISTICS**

The Laboratory Fishery Assistant works in conjunction with and occasionally independent of the Biologist, to assist with the Program. The duration of work may be considered permanent, as it pertains to tasks and duties associated with the Program.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

*The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this position.*

*Job functions and performance are subject to provisions contained within the Personnel and Salary Resolution and Memorandum of Understanding applicable to the specified job classification. Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

1. Perform daily tasks and duties relevant to the stocking, rearing, feeding, production, health monitoring, and maintenance of mosquitofish;
2. Maintain, operate, and clean mosquitofish tanks, ponds, and related equipment;
3. Conduct routine inspections of plumbing, electrical, structural, and other mechanical systems, note observations, and assist with repairs as needed;
4. Helps to collect and organize data for fish stocking, production, mortality, health, size, sex, and age;
5. Assists with measuring, recording, and interpreting water quality data;
6. Work in conjunction with Biologist to identify fish pathogens and carry out proper treatment for disease prevention;

7. Operate small and medium-duty trucks to transport mosquitofish;
8. Use manual and power tools to perform equipment and infrastructure maintenance, repair, and fabrication as directed;
9. Operate seine nets to collect fish from field sites and onsite ponds;
10. Assist with vector surveillance, monitoring, and identification, as directed;
11. Work when necessary, in inclement weather with effective protection from sun, cold, and rain; and
12. Perform other related tasks and duties, as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Fundamentals of life science.
- Scientific data and record keeping.
- Fundamental mathematics and algebra.
- Correct English usage, spelling, grammar, and punctuation.
- Basic use and operation of a MS Windows®-based PC System and MS Office® software.

### **Ability to:**

- Speak clearly and effectively in English.
- Write legibly and effectively in English and keep detailed records.
- Enter and retrieve data using a MS Windows®-based PC system.
- Interpret and apply laws, policies and rules.
- Work independently within established departmental procedures, exercising sound judgment.
- Understand and carry-out oral and written instructions.
- Establish and maintain effective relationships with those contacted in the course of work.
- Work cooperatively with others.
- Lift objects weighing up to 50 pounds.
- Assist in lifting objects weighing in excess of 50 pounds.
- Operate a motor vehicle in a safe and legal manner.
- Use power and manual tools, safely and properly.

### **Education and Experience:**

*Any combination of training, education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

**Education:** High School Diploma or GED. College coursework in biology, fisheries, or related field is desirable.

**Experience:** Experience in recirculating aquaculture systems, fisheries, plumbing, electrical, or similar trades.

### **Licenses and Certifications:**

Possession of, or ability to obtain, certification in Public Health Vector Control Categories A-D, as required by the California Department of Public Health, within two years of appointment and maintained throughout employment with the District.

A valid Class C or Class 3 California State driver's license issued from the California Department of Motor Vehicles with two points or less and no major violations. Must be maintained throughout employment with the District.

### **PHYSICAL**

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Incumbent in this class performs work which may involve frequent lifting, pushing, and/or pulling of objects of weighing up to 50 pounds. Heavier lifting with assistance is an infrequent aspect of this class. Incumbent must have complete and normal mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.

Able to stand, stoop, reach, bend, and to walk on uneven terrain, such as field, dirt banks, natural and improved stream, river, or drainage beds, and shallow ponds.

Must be sighted in both eyes with the ability to demonstrate depth perception and color perception.

Have a minimum of single ear aided hearing.

Incumbent will be traversing uneven ground, field, dirt banks, natural or improved stream or riverbeds, and shallow ponds.

### **ENVIRONMENTAL CONDITIONS**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position is required to work outdoors where weather conditions can be harsh and noise level can be high at times. Must possess the mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work; to operate varied manual and power tools, and to operate a motor vehicle and visit various District sites; and vision to inspect and operate equipment.

Positions in this class perform analytical work, which involves the ability to think, reason, analyze, and draw conclusions.

Employees must wear and use the proper Personal Protective Equipment (PPE).

**RESOLUTION NO. 497**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

**ESTABLISHING POSITION TITLE AND PAY RANGE FOR LABORATORY FISHERY  
ASSISTANT JOB DESCRIPTION**

WHEREAS, the District Manager prepared and submitted, and the Board adopted the annual operating budget for Fiscal Year 2020-21 on May 21, 2020; and

WHEREAS, included within the FY 2020-21 Budget are Position Title, Salary Range, and Class Specification a Vector Control Inspector I position established at the A36 pay level on the District's authorized position and salary schedule to support the Laboratory Fishery Program; and

WHEREAS, the addition of the newly established Vector Control Inspector I position and pay rate was established as a place holder position until such time as the appropriate job description for the District's Mosquitofish Program was identified; and

WHEREAS, after extensive review, the position of Vector Control Inspector I in the Laboratory Fishery program as authorized in the FY 2020-21 annual budget is recommended to be changed to Laboratory Fishery Assistant at the pay range of A36.

NOW, THEREFORE, the Board of Trustees of the Orange County Mosquito and Vector Control District does hereby RESOLVE as follows:

SECTION 1. That Personnel and Salary Resolution No. 415 Approving Position Titles, Salary Ranges, and Class Specifications for Operations Coordinator is hereby amended.

SECTION 2. That the Laboratory Fishery Assistant Job Description is hereby approved and adopted and that the salary for the position shall be established at A36 as determined by the Position and Salary Schedule.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED by the Board of Trustees of the Orange County Mosquito and Vector Control District at its regular meeting thereof held on the 20<sup>th</sup> day of August 2020, at 13001 Garden Grove Blvd., Garden Grove, California, 92843.

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Michael Alvarez, President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Orange County Mosquito and Vector Control District at a regularly scheduled meeting, held on August 20, 2020:

APPROVED AS TO FORM:

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James Gomez, Secretary

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Alan R. Burns, District Counsel



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

## AGENDA REPORT

August 20, 2020

### AGENDA ITEM F.1

**Prepared By:** Rick Howard, District Manager  
**Submitted By:** Rick Howard, District Manager

#### Agenda Title:

Contract renewal between the Orange County Mosquito and Vector Control District and Vector Disease Control International, LLC to perform aerial adult mosquito control services

#### Recommended Action:

1) That the Board of Trustees of the Orange County Mosquito and Vector Control District extend by an additional two-year period a contract between the Orange County Mosquito and Vector Control District and Vector Disease Control International, LLC (VDCI) for aerial adult mosquito control services from January 1, 2020 until December 31, 2021; and (2) authorize the District Manager to execute all contract documents associated with this action.

#### Executive Summary:

On June 16, 2016, the Board of Trustees of the Orange County Mosquito and Vector Control District (District) entered into a two-year contract with an option for an additional two-year period with both Vector Disease Control International, LLC (VDCI); and Clarke Environmental Mosquito Management (Clarke), Inc. to perform aerial adult mosquito control services. The initial two-year period ended on December 31, 2017. It should be noted that the District did not engage the services of either company during the initial contract period as disease conditions did not warrant large-scale aerial treatments.

On December 21, 2017, the Board extended the Contract with VDCI for an additional two-year period, beginning on January 1, 2018 and ending on December 31, 2019. That extension has now expired, and the District is desirous of extending the contract for an additional two-year period.

VDCI has not increased its stated rate structure and the rates as established in 2018 are to remain in place through the duration of this contract extension.

#### Background:

The District was formed in 1947 in accordance with local authority provided by the Mosquito Abatement Act of 1915 and further supported by California Health and Safety Code. Since that time, the District has been tasked with the responsibility of protecting Orange County residents from mosquitoes and mosquito-borne diseases.

On August 20, 2015, the Board of Trustees approved the District's Integrated Vector Management and Response Plan (Plan), included within that response Plan is the requirement to ensure that aerial adult mosquito control contracts are current and in place when it has been determined that any large-scale mosquito aerial control effort will occur.

The Plan provides a strategic mechanism and that includes assurances that requisite assets and resources are available if a determination has been made to conduct aerial adult mosquito control efforts.

The ability to have contracts in place not only ensures that the necessary resources are available when needed, but it also guarantees controlled and agreed upon pricing.

As was the case when the initial contract was authorized in 2016 and extended in 2018, this action does not indicate or imply that an aerial campaign is imminent, only that the necessary contracts, insurance requirements, and logistics are in place in the event it becomes necessary to conduct an aerial mission. This action provides the District with the option to be able to conduct an aerial mosquito application if disease conditions are necessary based upon the most relevant disease data. It should also be noted that the District has never performed an adult aerial mosquito control application since the District's inception in 1947. Additionally, the Board of Trustees must have a majority vote to authorize the execution of any aerial application prior to it taking place.

Staff recommends that the Board of Trustees extend the contract with VDCI for an additional two-year period from January 1, 2020 to December 31, 2021 pursuant to the terms and conditions as originally authorized by formal action on April 20, 2016.

Staff has been working with VDCI since March 2020 on this contract extension. However due to the world-wide COVID-19 pandemic, stay at home orders, and other limiting considerations, this action is only now able to come before the Board.

**Strategic Plan Compliance:**

This action complies with the District's Mission Statement:

The mission of the Orange County Mosquito and Vector Control District is to educate and protect Orange County from vectors and prevent vector-borne diseases in an environmentally responsible manner.

**Fiscal Impact:**

**Amount Requested \$ None at this time**

**Sufficient Budgeted Funds Available:**

**Category: Pers. Optg. Cap. -or- CIP# Fund#**

**Previous Relevant Board Actions for This Item**

April 21, 2016 contract between Orange County Mosquito and Vector Control District and Vector Disease Control International, LLC.

December 21, 2017 – Two-year contract extension.

**Exhibits:**

**Exhibit A: 2016 two-year contract between Orange County Mosquito and Vector Control District and Vector Disease Control International, LLC**

**Exhibit B: Proposed two-year contract between Orange County Mosquito and Vector Control District and Vector Disease Control International, LLC**



**AGREEMENT FOR SERVICES  
(Aerial Spraying)**

This Agreement is made and effective as of JUNE 29 2016, between the Orange County Mosquito and Vector Control District (hereinafter referred to as "District") and VECTOR DISEASE CONTROL INT. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**RECITALS**

WHEREAS, District desires to obtain professional services relating to aerial application of pesticide related to mosquito control; and

WHEREAS, District requested proposals for said services attached hereto as Exhibit A; and

WHEREAS, District selected Contractor after reviewing the proposals received; and

WHEREAS, Contractor is experienced in providing those services and possesses all appropriate licenses to do so and will provide all services and obtain all authorizations necessary for the application of such pesticide unless stated otherwise herein; and

WHEREAS, Contractor is desirous of providing those services and will act in District's best interests in doing so;

NOW, THEREFORE, the parties do hereby AGREE as follows:

**1. SCOPE OF WORK**

- a. Contractor shall perform the work and render the services described in, and in accordance with, Exhibit A (Scope of Services and Supplemental Conditions), attached hereto and

incorporated herein (the “Work”). Contractor shall provide all labor, equipment and material (except for District-supplied pesticides) required or necessary to properly, competently and completely perform the Work. Contractor shall perform the Work in a manner commensurate with high professional standards of qualified and experienced personnel in Contractor’s field. Contractor shall determine the method, details and means of doing the Work. Contractor shall possess all licenses, permissions, and authorizations necessary to perform the services described herein, including but not limited to those required by the Federal Aviation Administration (hereinafter FAA), the State Aeronautics Act, California Food and Agricultural Code sections 11901-11940, California Code of Regulations, title 3, sections 6500-6514, 6540-6544). Contractor and each pilot performing work under the contract shall have a pest control aircraft pilot’s certificate, a commercial pilot’s certificate and a current medical certificate issued by the FAA and shall be qualified and certified in accordance with Federal Aviation Regulation 137. In addition Contractor shall ensure that all authorizations are obtained in a timely manner prior to applying the pesticide in Orange County, including any waivers that may be required from the FAA and/or Transportation Security Administration (hereinafter TSA).

- b. If there is any discrepancy between this Agreement and the Contractor’s Proposal, the Agreement shall prevail. If there is a discrepancy between the District’s request for proposals and this Agreement, the term calling for the higher performance in favor of the District shall prevail.
- c. Work under this Agreement is conditional upon a subsequent determination by District that, based on mosquito levels, mosquito-borne disease conditions, and weather, it is appropriate for it to undertake aerial application of pesticides for mosquito control under the terms of District’s Integrated Vector Management Plan, West Nile Virus Emergency Response Plan. Contractor shall commence Work only after such a determination by District and then the precise scope, location and type of aerial spraying shall be performed as directed by District. Contractor acknowledges that because of the foregoing: (1) there is no assurance of any Work being performed under this Agreement, (2) if Work is to be performed, the precise amount and location of treatments is uncertain and to be determined, (3) payment is made only for acreage treatments actually requested

by District and sprayed by Contractor, and (5) there will be no payment unless District subsequently decides to direct Contractor to undertake aerial spraying.

## **2. PAYMENT**

- a. In exchange for the Work, District shall pay to Contractor a fee calculated in accordance with Exhibit A.
- b. At the end of each aerial application mission, Contractor shall submit to District an invoice for the Work performed during such mission.. The invoice shall include a description of the Work performed, the dates of Work, and acres treated. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt. There shall be no compensation for extra or additional work or services by contractor unless approved in advance in writing by District.

## **3. TERM**

- a. This Agreement shall take effect on the above date and shall continue through December 31, \_\_\_\_\_, 2017, unless sooner terminated as provided in subsection (b). The price in section 2(a) shall be in accordance with Exhibit A. District will have the option to renew this Agreement for an additional two-year term; subject to the party's agreement on a price adjustment for subsequent years.
- b. This Agreement may be terminated at any time, without cause, by the District upon 30 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above payment provisions.

Compensation under this subsection shall not include any cancellation or demobilization charges or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

c. This Agreement may be terminated for default by providing Contractor with five (5) days notice of the facts of the default. Should Contractor not cure the default within five days, the District may terminate the Contract and shall be entitled to its remedies at law or in equity.

4. **PROFESSIONAL ABILITY OF CONTRACTOR-** Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge, licenses and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

5. **CONFLICT OF INTEREST-** Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in that area covered by this Agreement or that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree and acknowledge that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than the determination to aerially apply pesticide and normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6. **COMPLIANCE WITH LAWS-** Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations, including applicable State Department of Industrial Relations regulations. Contractor also shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. If Contractor uses hazardous materials as defined by Cal-OSHA at a District work site, Contractor shall provide safety data sheets for all such chemicals or materials it brings on

District property which may pose a hazard to other employees, in accordance with Cal-OSHA requirements and other laws.

7. **INSURANCE**- Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as described herein.

- a. **Types & Limits.** Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance at a minimum set forth in Exhibit A.
- b. **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days' prior written notice to District. Insurance is to be placed with insurers with a current A.M. Best's rating of A: VII or better unless otherwise acceptable to District.
- c. **Proof of Insurance.** Contractor shall provide to District the following proof of insurance:  
(a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured covered.

8. **INDEMNIFICATION**- Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and Contractor fees, and litigation costs) of every nature arising out of Contractor's performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Contractor or its employees, agents and subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of District

or as otherwise provided or limited by law. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under this Agreement.

9. **STATE AUDIT CONTINGENCY**- In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under this Agreement, are subject to examination and audit by State Auditor General for three years following final payment under this Agreement.

10. **ENTIRE AGREEMENT**- This writing, including any Exhibits hereto, represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement between the parties concerning the Work, and supersedes all prior oral/or written negotiations representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

11. **INDEPENDENT CONTRACTOR**- Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. District shall not be responsible in any way for any payment or liability arising out of workers' compensation, unemployment, or employee wages or benefits to or for Contractor's employees or agents. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor, District shall not pay salaries, wages or other compensation to consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services as described in this Agreement. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12. **SUCCESSORS AND ASSIGNMENT**- Contractor may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without

OCMVCD Agreement for Services

District's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

13. **NO WAIVER OF RIGHTS**- Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

14. **SEVERABILITY**- If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

15. **GOVERNING LAW AND VENUE**- This Agreement will be governed by and construed in accordance with the law of the State of California. To the extent allowed by law, the county and federal district court where District's office is located shall be the venue for any state and federal court litigation concerning the enforcement of construction of this Agreement.

16. **ATTORNEY'S FEES** - In the event any legal action is brought to enforce or construe this Agreement, each party shall bear their own attorney's fees, except for the indemnification obligations set forth above.

17. **NOTICE**- Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District:  
 Manager  
 Orange County Mosquito and  
 And Vector Control District  
 13001 Garden Grove Blvd.  
 Garden Grove, CA 92843

Contractor:  
 Company Name  
 Company Address

18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrant and represent that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

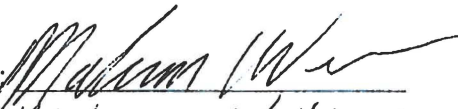
**19. RECORDS.** Contractor shall keep records of treatments and make those records available for District's use. Those records shall be kept until District consents to destruction. The records may be kept electronically. Upon termination of this Agreement, copies of those records shall be made available to District along with any electronic aid to accessing those records.

**20. APPLICATION PERFORMANCE.** In the event of equipment failure, pilot error, or other circumstances within the control of Contractor and such issue causes less than 80% of the target area to be sprayed, as verified by GPS print outs, Contractor will not charge District for the unsprayed portion. Furthermore, Contractor will, at its own expense, retreat the portion of the spray block that GPS tracking shows was not treated.

DISTRICT

By:  \_\_\_\_\_

CONTRACTOR

by:  \_\_\_\_\_  
Malcolm Williams [name]  
Manager Aerial Div [title]



**EXHIBIT A**  
**PROPOSAL FOR AERIAL APPLICATION SERVICES**  
**SCOPE OF SERVICES AND SUPPLEMENTAL SERVICES**

This agreement, dated June 29, 2016 to provide Aerial Application Services is entered into between Vector Disease Control International, LLC (VDCI) with offices at 1320 Brookwood Dr., Ste. H, Little Rock, AR 72202 and Orange County Mosquito and Vector Control District (Customer) with offices at 13001 Garden Grove Blvd., Garden City, CA 92843.

**SCOPE OF SERVICES:**

VDCI hereby agrees to provide Aerial Application Services for the application of mosquito control insecticides. VDCI shall provide all labor, equipment, supplies, insurance and any other requirements to complete the terms, conditions and specifications herein. VDCI shall furnish aircraft equipped for ultra-low volume (ULV) dispersal of insecticides used for the control of adult mosquitoes.

**MINIMUM SPECIFICATIONS:**

**A. General Contract Scope:**

VDCI shall furnish one (1) multi-engine fixed wing aircraft to be used for ULV application of insecticides to control adult mosquitoes within the geographical confines to be determined by Customer. VDCI will provide all aircraft, personnel (including pilots), equipment, fuel, oil, maintenance, landing and tie down fees and all other items required to successfully complete the application(s). VDCI will respond with a 72 hour or greater notice. VDCI will have the aircraft located at the designated airport with in 48 hrs. of the start of the mission

**B. Adulticide Specifications:**

Product for adulticide use is to be determined by Customer. VDCI will apply the insecticide at a rate which is dependent on the product to be used (eg: .75 fluid ounces per acre). No applications will be at rates above and/or below those specified on the label.

**C. VDCI's Responsibilities (if VDCI supplies the pesticide):**

VDCI agrees to deliver the pesticide and provide sufficient personnel with the capabilities which meet or exceed safety requirements for transferring product(s) to the aircraft in compliance with Federal Environmental Protection Agency (EPA), state, and local agencies as well as the ability to proactively contain any challenges associated with product spills. VDCI will provide Customer with pesticide storage, handling and transport plan within 72 hrs. of the mission.

VDCI's aircraft shall be calibrated to deliver the correct amount of insecticide and droplet size must comply with the insecticide label based on the operation parameters (i.e. swath width, airspeed, etc.). VDCI will provide the Customer with equipment calibration records with in 72 hrs. of the mission.

VDCI shall provide a copy of each aerial spray mission report, showing spray altitude, release height wind speed, release height temperature, aircraft speed (ground speed), date and time of application, amount of insecticide applied, number of acres treated, and flight path showing "spray on" areas. Reports shall be submitted by 8:00 a.m. each morning after each application. Raw data shall be provided to Customer if requested following each application

For all service requests, the following individual(s) should be contacted by Customer:

Primary Contact:

Name: Robbie Allen, Regional Manager  
Office Phone: (800) 413-4445  
Mobile Phone: (801) 725-5400  
E-mail: rallen@VDCI.net

Alternate Contact:

Name: Malcom Williams, Aerial Division Manager  
Office Phone: (800) 413-4445  
Mobile Phone: (318) 372-4073  
E-mail: mwilliams@VDCI.net

VDCI shall be available for contact between the hours of 8:00 a.m. and 4:00 p.m. CST. VDCI shall be available at times specified by Customer to perform the Aerial Application Services with a seventy-two (72) hr. notification.

D. Customer's Responsibilities: (If they supply pesticide)

Customer shall be responsible for supplying the insecticide to be applied, including delivery, containment, storage and empty insecticide container disposal (unless VDCI supplies the pesticides, then this will be VDCI's responsibility). Customer shall be responsible for delivery of the insecticide to the transfer loading site to be determined by VDCI at least two (2) hours prior to commencement of aircraft loading.

E. Aircraft:

VDCI shall make available at least one (1) multi-engine fixed wing aircraft capable of treating a minimum of thirty thousand (30,000 to 40,000) acres in one evening. Aircraft will be at the designated airport within 48 hrs. of the mission.

*Note: More aircraft are available for acreages more than 40,000.*

Aircraft used within the contract shall:

1. Be certified by the Federal Aviation Administration (FAA), and comply with all requirements of FAR Part 137, Agricultural Operation. An approved FAA congested area plan is required prior to commencement of operations by VDCI.
2. Be equipped with the Wingman™ GX aerial spray guidance system, manufactured by ADAPCO, Inc. The Wingman™ GX will process onboard meteorology accurate within less than one (1) knot; a two (2) degree vector and less than one (1) degree in temperature to be used for optimization in real-time and detection of a temperature inversion.
3. Be equipped with a ULV rotary atomizer spray system with nozzles that have been certified by a Malvern Laser Wind-Tunnel analysis or industry approved one inch (1”) spinning Teflon impingers. Calibration records will be provided to Customer within 72 hours before the mission.
4. Be capable of applying approved larvicides and adulticides within label rates, at various operating protocols (i.e. swath width, ground wind speeds, etc.).
5. Be capable of GPS (Global Positioning Satellite) guidance with gridline capabilities. The system must have an accuracy of zero (0) to fifty (50) feet and be used on all aerial spray missions.

F. Application:

The Customer will supply VDCI with the geographical areas to be sprayed, date, time, alternate time, and the number of acres to be treated via the GIS software supplied by VDCI. VDCI and Customer will jointly review the treatment area provided by the agency and flight plan within 72 hours of the mission.

A representative to be named by the Customer will be available to monitor all aspects of the spray mission to ensure procedures are followed that will result in a successful best effort mission. Some of the items to be monitored may include:

1. Pre and post Landing Rate Counts (LRC)
2. Pre and post surveillance traps

3. Meteorological conditions (favorable or unfavorable)
4. Application protocols such as lane separation, altitude, etc.

The Customer's representative, along with VDCI, shall have the mutually agreed authority to approve, delay or terminate the spray mission(s).

During the mission VDCI will have the ability to perform the following:

1. Receive in real-time via an AIMMS-20 weather monitoring system, meteorological conditions at release height into the aircraft, specifically:
  - a. Temperature
  - b. Wind speed
  - c. Wind direction
  - d. Humidity
2. Based upon the cumulative effect of many variables such as droplet spectra, aircraft vortices, meteorology from multiple altitudes, evaporation, nozzle location, aircraft characteristics, product characteristics, source geometry (aircraft speed, release height) and application rates, VDCI will have onboard the aircraft the equipment necessary to optimize the application strategies, which result in increased droplet densities, product volume and most efficient droplet sizes into the intended treatment area, while minimizing off-target drift. In addition, the onboard GPS system will be capable of alerting the pilots of real-time meteorological changes and temperature inversions.
3. Through the use of the Wingman™ GX system's flight recording software, VDCI will have the ability to produce a digital GIS map capable of "replaying" the aerial mission as it was flown. This software will also graphically display the flight path, spray switch status, air speed, date, time, positional GPS coordinates, meteorological variables and spray cloud drift prediction data for each application.

G. Pilot Qualifications:

Pilots shall have the following qualifications:

1. Minimum of fifteen hundred (1500) logged and verifiable flight hours.
2. Minimum of five hundred (500) logged and verifiable hours in aerial application of insecticide to control mosquitoes.
3. Possess and maintain current certification in public health and aerial categories of pest control.

In addition to the above certification, copies of commercial pilot's license with multi-engine rating, first or second class medical certificate, FCC restricted radio operator's permit and copies of any other documentation required by the FAA, state and local agencies.

**PRICING & PAYMENT:**

<b>Description of Service</b>	<b>Price Per Acre</b>
1. Application only 0-30,000 acres 1.0 oz. max per acre	\$0.92
2. Application only 30,000 – 60,000 acres 1.0 oz. max per acre	\$0.88
3. Application only 60,000 – 120,000 acres 1.0 oz. max per acre	\$0.84
4. Application only 120,000 acres up 1.0 oz. max per acre	\$0.82

Above pricing is based on a minimum acreage of 20,000 acres at no greater than 1.0 oz. per acre per spray event. In the event that the Customer changes the application rate of the insecticide of greater than 1.0 oz. per acre, VDCI reserves the right to change the Contract Price stated herein, upon mutual agreement of Customer.

After each application, VDCI shall submit to Customer a post spray map and digital files by 8:00 a.m. each morning after a spray event. An invoice for all services provided will be sent after each spray mission. All amounts shall be due upon receipt. Invoices shall be payable to the following address:

Vector Disease Control International, LLC  
1320 Brookwood Dr., Ste. H  
Little Rock, AR 72202

**QUALITY CONTROL:**

In the event of equipment failure/ pilot error/ or other circumstances that VDCI controls causes a less than 80% of the target area verified by GPS print outs VDCI will not charge customer for the unsprayed portion.

Furthermore, VDCI will at its own expense retreat the portion of the spray block that GPS tracking shows was not treated.

All mission parameters will be set by the Customer and the label. If at any time the required mission parameters fall outside what was set by the Customer prior to the mission commencing, VDCI will not start the mission or will terminate the spray mission if it has commenced. The Customer will be notified as soon as possible of that decision. Mission parameters will consist of but are not exclusive to the following;

1. Mission start time
2. Mission stop time
3. Max and min. wind speed during the mission
4. Application rate
5. Blocks to be sprayed and in what order

If any area is determined by the Customer to be a no spray zone VDCI will set up a buffer around these areas as set by the Customer.

#### AIRCRAFT RECORDS:

VDCI will supply the Customer with the following records within 72 hours prior to the mission.

1. Aircraft Calibration and recent flight log activity information
2. Aircraft Droplet VMD test
3. Cleaning of aircraft spray system prior to mission
4. Flight log and mission log will be supplied for the mission on the post spray documents. These will be delivered by 8:00 a.m. local time the day after the mission.

#### PERMITS:

VDCI will obtain and maintain any and all permit to spray within the Temporary Flight Restriction zone (TFR) around the Disney Resort area. VDCI must apply for the permit with the TSA to fly within the TFR no sooner than 30 days before the mission. The Customer must supply a Letter of Authorization (LOA) from Disney and from the Customer before a permit request can be obtained. VDCI will also make sure no other TFRs are in place during the application dates.

VDCI will obtain and maintain the Congested Area Plan for Orange County.

#### PUBLIC NOTICE:

The Customer will implement a public notification campaign as outlined in their Public Notification for Aerial Applications of Adult Mosquito Control Products, resolution number 2016-424. VDCI will supply a plane and a representative for public events prior to the mission. VDCI will support the Customer with VDCI's knowledge of spray missions and the technology in public events that the Customer is participating in.

#### CONTRACT TERM:

This agreement will remain in full force and effect until December 31, 2017 (the "Termination Date"). The Customer will have the option to renew this Agreement for an additional two-year term; subject to the party's agreement on a price adjustment for subsequent years. Either party may cancel this contract by a written 30 day notice.

#### HOLD HARMLESS & INDEMNITY:

VDCI shall indemnify and hold harmless the Customer, its officers, officials, employees, agents, and volunteers from and against any and all claims, liabilities, losses, damages, expenses or injuries, including attorney fees arising out of the operations of the contractor described herein, caused in whole or in part by any negligent act or omission of the contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Customer.

## INSURANCE REQUIREMENTS:

VDCI shall procure and maintain, at its own expense, for the duration of the contract, insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work hereunder by VDCI, his agents, representatives, or employees. VDCI will name Customer as an additional insured as long as the contract is in place.

### A. Minimum Limits of Insurance

1. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
2. Workers' Compensation: Benefits as per California statutory requirements.
3. Commercial General Liability: \$1,000,000 each occurrence, \$2,000,000 general aggregate
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Aviation Liability Insurance: \$1,000,000 per occurrence. Any Chemical Coverage sub-limits shall be at least \$300,000/\$300,000/\$300,000 for bodily injury per person, bodily injury per accident & property damage
6. Pollution Liability 5,000,000 per occurrence and 5,000,000 aggregate.

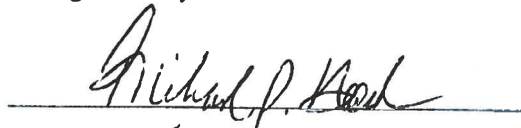
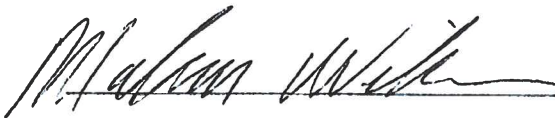
### B. Subcontractors

VDCI does not subcontract applications. We are solely responsible for our work; we own and operate our own fleet of mosquito control aircraft.

AGREED AND ACCEPTED:

Vector Disease Control International

Orange County Vector Control District



By: Malcom Williams

By: Richard J. Howard

Title: Aerial Division Manager

Title: District Manager



## **CONTRACT EXTENSION FOR AERIAL APPLICATION SERVICES**

This contract extension is entered into on August 20, 2020 by and between the Orange County Mosquito and Vector Control District (OCMVCD) and Vector Disease Control International, LLC (VDCI) with reference to the following facts:

Whereas, on December 21, 2017 the Board of Trustees of the Orange County Mosquito and Vector Control District authorized to extend by an additional two-year period, a 2017 contract between the Orange County Mosquito and Vector Control District (OCMVCD) and Vector Disease Control International, LLC (VDCI), extending said contract for aerial adult mosquito control services for the period January 1, 2018 until December 31, 2019;

Whereas, said contract expired on its own terms effective December 31, 2019;

Whereas, and as a result of the current COVID-19 world-wide health pandemic, the District Manager of the OCMVCD declared a local Vector Control Emergency on March 16, 2020;

Whereas, due to the uncertainty of COVID-19 on OCMVCD's ability to provide seasonal and long term staffing needs to adequately perform emergency mosquito treatment resulting from continuing physical contact limitations, the OCMVCD requires emergency mosquito control options in order to perform its public health mission;

Whereas, due to the nature of the regional 2020 mosquito-borne disease outbreak outlook, including the prevalence of West Nile virus (WNV) that is endemic to Orange County and has sickened 727 known residents, and taken 32 lives since it's introduction in 2004, it is crucial that the District take every precaution to prevent a large-scale WNV outbreak in 2020; and

Whereas, and due to the unknown and long-term societal impacts associated with the COVID-19 health pandemic, the OCMVCD desires to extend said contract through December 31, 2020 with an option for a one-year extension for the period January 1, 2021-December 31, 2021.

Now, therefore, the OCMVCD and VDCI mutually desire to extend said contract until December 31, 2020, pursuant to the following:

Section 1. That this action shall be ratified by the Board of Trustees at the August 20, 2020 regularly scheduled meeting of the Board or at a successive board meeting as soon thereafter as practicable.

Section 2. That the terms included in the December 21, 2017 contract as previously extended shall remain intact and shall be a part of this contract extension.

Section 3. That VDCI agrees to extend the terms and conditions of said contract, until the Board of Trustees of the OCMVCD ratifies this Contract Extension.

Section 4. That OCMVCD shall compensate VDCI for any increases in product and pesticide costs that are outside the terms of this contract.

For all service requests, the following individual(s) should be contacted by Customer:

Primary Contact:

Name: Jay Sandridge  
Office Phone: (800) 413-4445  
Mobile Phone: (540) 908-7747  
E-mail: jsandridge@vdcinet

Alternate Contact:

Name: Malcom Williams, Aerial Division Manager  
Office Phone: (800) 413-4445  
Mobile Phone: (318) 372-4073  
E-mail: mwilliams@vdcinet

VDCI shall be available for contact between the hours of 8:00 a.m. and 4:00 p.m. CST. VDCI shall be available at times specified by Customer to perform the Aerial Application Services with a seventy-two (72) hr notification.

AGREED AND ACCEPTED:

Vector Disease Control International

Orange County Mosquito and Vector Control District

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By: Jay Sandridge

---

By: Richard J. Howard

Title: National Sales Director

Title: District Manager



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

August 20, 2020

## AGENDA REPORT

### AGENDA ITEM F.2

**Prepared By:** Tawnia Pett, Executive Assistant/ Clerk of the Board  
**Submitted By:** Tawnia Pett, Executive Assistant/Clerk of the Board

#### Agenda Title:

Nominate Interested Trustees to the Independent Special Districts of Orange County (ISDOC) Executive Committee.

#### Recommended Action:

Nominate interested trustees to the ISDOC executive committee.

#### Executive Summary:

On August 3, 2020, the District received an official notice and call for candidates for the positions of President, First Vice-President, Second Vice-President, Third Vice-President, Secretary, and Treasurer on the Executive Committee of the Independent Special Districts of Orange County (ISDOC). The terms of office are for two years, commencing on January 1, 2021.

Nominations will close on September 11, 2020. Any board member/trustee of a regular ISDOC member agency is eligible for nomination to any of the open positions. Individuals who wish to be considered for a position should submit a letter of interest for that position, together with a resolution from their Board authorizing their candidacy.

Responsibilities of the positions are explained in [Exhibit A](#)

#### Discussion:

Staff recommends that the Board of Trustees nominate interested candidates for positions on the executive committee of ISDOC.

#### Fiscal Impact:

**Amount Requested \$ N/A**

**Sufficient Budgeted Funds Available:**

**Category: Pers. Optg. Cap. -or- CIP# Fund#**

#### Previous Relevant Board Actions for This Item:

#### Exhibits:

[Exhibit A: ISDOC Ballot Information](#)

[Exhibit B: Resolution No. 498 Recommending a Candidate for the ISDOC Executive Committee](#)



**Mailing Address**

P.O. Box 20895  
Fountain Valley, CA 92728

**Meeting Location**

MWDOC/OCWD  
18700 Ward Street  
Fountain Valley, CA 92708

(714) 963-3058  
(714) 964-5930 fax

[www.mwdoc.com/isdoc](http://www.mwdoc.com/isdoc)

**Executive Committee**

**President**  
**Hon. Sandra Jacobs**  
*Santa Margarita Water District*

**1<sup>st</sup> Vice President**  
**Hon. Mark Monin**  
*El Toro Water District*

**2<sup>nd</sup> Vice President**  
**Hon. Arlene Schafer**  
*Costa Mesa Sanitary District*

**3<sup>rd</sup> Vice President**  
**Hon. Mary Aileen Matheis**  
*Irvine Ranch Water District*

**Secretary**  
**Hon. Bill Green**  
*South Coast Water District  
CSD*

**Treasurer**  
**Hon. Joan C. Finnegan**  
*Municipal Water District of  
Orange County*

**Immediate Past President**  
**Hon. James Fisler**  
*Mesa Water District*

**Staff Administration**

**Heather Baez**  
*Municipal Water District of Orange  
County*

**Christina Hernandez**  
*Municipal Water District of Orange  
County*

August 3, 2020

PLEASE DISSEMINATE TO ALL BOARD MEMBERS

This email shall serve as official notice and call for candidates for the positions of President, First Vice President, Second Vice President, Third Vice President, Secretary and Treasurer on the Executive Committee of the Independent Special Districts of Orange County (ISDOC).

Terms of office are for two years, commencing on January 1, 2021.

The election will be by mail ballot and new officers will be announced at the October 29, 2020 Quarterly Meeting. Ballots will be mailed to all regular ISDOC members in good standing on **Tuesday, September 15, 2020 and are due by October 23, 2020.**

**Nominations will close on Friday, September 11, 2020.** Any Board Member/Trustee of a regular ISDOC member agency is eligible for nomination to any of the open positions. Individuals who wish to be considered for a position should submit a letter of interest for that position, together with a resolution from their Board authorizing their candidacy.

Responsibilities of the positions are as follows:

**PRESIDENT:** The President is the chief executive officer of ISDOC. He or she presides at all meetings of the Board of Directors and the Executive Committee, appoints all committees, and represents ISDOC as its official spokesperson.

**FIRST VICE PRESIDENT:** The First Vice President chairs the Program Committee. Duties include planning the Quarterly Luncheon program, inviting and coordinating with the invited speaker, and in the absence of the President, shall perform all duties of the President.

**SECOND VICE PRESIDENT:** The Second Vice President chairs the Membership Committee. Duties include maintaining a list of current regular and associate members, follow up with any outstanding membership dues as needed, and in the absence of the President and First Vice President, shall perform all duties of the President.

**THIRD VICE PRESIDENT:** The Third Vice President chairs the Legislative Committee. Duties include providing a legislative update, making legislative position recommendations to the Executive Committee, and in the absence of the President, First Vice President, and Second Vice President, shall perform all duties of the President.

**SECRETARY:** The Secretary is responsible for all correspondence and the dissemination of information to members. Duties include preparing and distributing agendas and minutes for the Executive Committee meeting, and editing and publishing the quarterly newsletter. All official correspondence to the members will be approved in advance by the President or President's designee.

**TREASURER:** The Treasurer maintains the complete financial records and bank accounts in the name of the Organization, and pays all bills duly approved by the Executive Committee, with a report to be presented to the membership at the Organizations next membership meeting.

Meetings of the Executive Committee typically occur on the first Tuesday of each month at 7:30 a.m. in the offices of the Municipal Water District of Orange County (MWDOC) in Fountain Valley.

If you are seeking nomination to a position on the Executive Committee, please send your letter/email of interest and a copy of your Board's authorizing resolution to Heather Baez at [hbaez@mwdoc.com](mailto:hbaez@mwdoc.com). All nomination requests must be received by **Tuesday, September 11, 2020**.

If you have any questions about the any of the positions or the election process, please contact either Heather Baez at [hbaez@mwdoc.com](mailto:hbaez@mwdoc.com) or Christina Hernandez at [chernandez@mwdoc.com](mailto:chernandez@mwdoc.com).



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**Heather Baez**  
*Municipal Water District of Orange County*

**Christina Hernandez**  
*Municipal Water District of Orange County*

# Independent Special Districts of Orange County

## 2020 Election Timeline

<b>August 3, 2020</b>	Call for nominations sent out for the 2021-2022 Executive Committee officer positions. We are seeking candidates for President, 1 <sup>st</sup> Vice President, 2 <sup>nd</sup> Vice President, 3 <sup>rd</sup> Vice President, Secretary, Treasurer, Programs, membership and legislation to the 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> VP.
<b>September 11, 2020</b>	The Nomination period for Executive Committee officer positions closed. Nominations should include the following: <ol style="list-style-type: none"> <li>1. Board Resolution authorizing your candidacy;</li> <li>2. Position for which you are running;</li> <li>3. What you will bring to ISDOC, and;</li> <li>4. Introductory about yourself.</li> </ol>
<b>September 15, 2020</b>	Ballots sent out – Via US mail and email.
<b>October 23, 2020</b>	Ballots are due – Via US mail or email to Heather Baez: P.O. Box 20895 Fountain Valley, CA 92728 or <a href="mailto:hbaez@mwdoc.com">hbaez@mwdoc.com</a>
<b>October 29, 2020</b>	The names of officers elected announced at ISDOC quarterly meeting.

**RESOLUTION NO. 498**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

**ADOPT RESOLUTION NO. 498 NOMINATING TRUSTEE \_\_\_\_\_**

**TO THE OFFICE OF \_\_\_\_\_ OF THE INDEPENDENT SPECIAL DISTRICT OF ORANGE COUNTY ("ISDOC") EXECUTIVE COMMITTEE**

WHEREAS, the Orange County Mosquito and Vector Control District is a member district of ISDOC; and

WHEREAS, the bylaws of ISDOC provide that in order for a nomination to be made to ISDOC's Office of \_\_\_\_\_, the official must first secure from his/her district an official endorsement of candidacy in the form of a board resolution; and

WHEREAS, the Orange County Mosquito and Vector Control District has requested that its board of trustees nominate Trustee \_\_\_\_\_, its board member, to the Office of \_\_\_\_\_ on the ISDOC's Executive Committee.

NOW, THEREFORE, the Board of Trustees of the Orange County Mosquito and Vector Control District does hereby RESOLVE as follows:

SECTION 1. That the Board of Trustees of the Orange County Mosquito and Vector Control District does hereby nominate Trustee \_\_\_\_\_ for the Office of \_\_\_\_\_ on the ISDOC's Executive Committee.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED by the Board of Trustees of the Orange County Mosquito and Vector Control District at its regular meeting thereof held on the 20<sup>th</sup> day of August 2020, at 13001 Garden Grove Blvd., Garden Grove, California, 92843.

\_\_\_\_\_  
Michael Alvarez, President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Orange County Mosquito and Vector Control District at a regularly scheduled meeting, held on August 20, 2020:

\_\_\_\_\_  
James Gomez, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan R. Burns, District Counsel

## Vector of the Month: Vectors of West Nile Virus

Orange County supports a unique assemblage of mosquitoes represented by 26 species. The following description presents a brief synopsis of two commonly occurring mosquito species that can transmit West Nile virus (WNV). WNV lives in the wild bird population and is transmitted (vectored) to other birds, and occasionally people, principally by these two mosquito species.

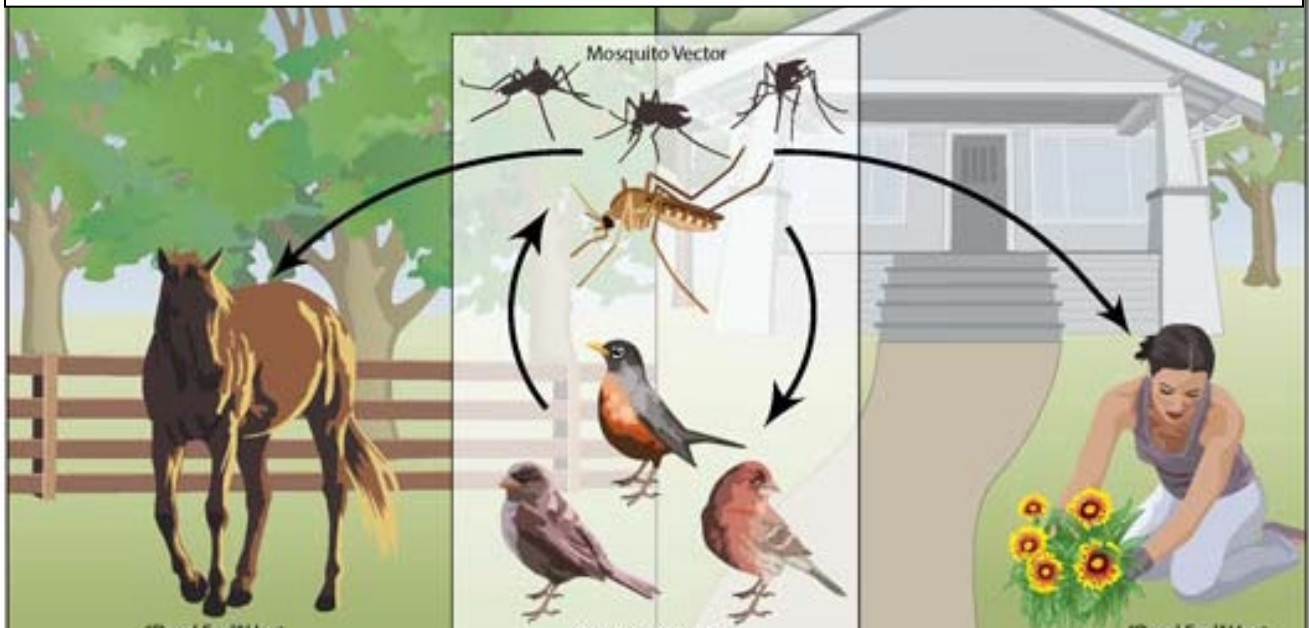
***Culex quinquefasciatus*:** The southern house mosquito has been the species responsible for a majority of the District’s mosquito abatement services and related control activities over the years. Females are active nearly year around in the more sheltered areas of the county and will frequently enter houses to seek blood. Larvae are commonly associated with all types of “urban waters” held in sources ranging from swimming pools to flower pots. This species serves as our primary vector of both WNV and St. Louis encephalitis virus (SLEV).

***Culex tarsalis*:** The western encephalitis mosquito is considered by most mosquito biologists to be the principal encephalitis vector throughout much of its range in North America. It is our primary vector of western equine encephalitis virus (WEEV) and primary/secondary vector of WNV and SLEV. Adults are active during the spring, summer, and fall. Though more common in less developed areas, breeding occurs throughout the county in association with most types of clean, standing water sources in channels and marshes.

**Unlikely WNV Vectors:** Although our new invasive mosquitoes, *Aedes aegypti* and *Aedes albopictus*, are very bothersome, they are not normally part of the WNV disease transmission cycle. This is because they rarely bite birds where the virus resides and prefer to feed on humans. Instead, they are efficient vectors of the viruses that cause dengue fever, Zika, and chikungunya.

### West Nile Virus Transmission Cycle

In nature, WNV cycles between mosquitoes (especially *Culex* species) and birds. Some infected birds can develop high virus levels in their bloodstreams and mosquitoes can become infected by biting these infected birds. After about a week, infected mosquitoes can pass the virus to more birds when they bite. Mosquitoes with WNV also bite people, horses, and other mammals. However, humans, horses, and other mammals are “dead end” hosts and do not develop high levels of virus in their bloodstream; hence, they cannot pass the virus to other mosquitoes.





## Taking Flight: Unmanned Aircraft Vehicles (Drones) in Vector

Mosquito and Vector Control Association of California



(UN News image)

California's mosquito and vector control agencies have a vested duty to protect the public from existing and emerging health threats caused by mosquitoes. For years, agencies have sought and implemented safer alternatives and best management practices that go beyond traditional methods to reduce the threat of mosquito-borne diseases. One example is the evaluation of emerging technology using small unmanned aircraft vehicles (UAVs) or drones, which are operated by a pilot on the ground using a remote transmitter.

Agencies are currently utilizing UAVs to improve their operations in a number of ways:

- UAVs are being used to visually inspect potential mosquito sources faster and more efficiently than traditional on-site inspections. One agency estimates inspections occur more than one acre per minute using a single UAV, a rate that would take a team of several technicians to achieve on the ground.
- UAVs are being used to inspect environmentally-sensitive areas while minimizing potential impacts to the local environment.
- UAVs are being used to inspect remote and difficult-to-reach mosquito sources such as wetlands and rice fields, improving employee safety by reducing the need to access such sources through rough terrain. Used to determine the presence of water in remote areas, a UAV can survey 400 acres in a single minute.
- Utilizing a specialized camera, a vector control agency was able to observe quarter-inch long mosquito larvae at a height of 45 feet. Further development of this technology may allow agencies to collect detailed larval surveillance information to help guide their operations.
- Initial evaluations of pesticide applications by UAVs have been shown to be considerably faster than ground treatment of equivalent sources and UAVs allow for treatment of areas where traditional aerial applications are not possible (e.g., under high voltage power lines).
- UAVs permit more precise pesticide applications than traditional aircraft. Where a fixed-wing aircraft may have to treat large swaths of a mosquito-producing rice field, a UAV could focus treatments on the mosquito-dense sections, saving time and materials while achieving the same results.
- UAVs have been used to aid other components of vector control programs including reading of atmospheric conditions at various altitudes to aid adult mosquito spraying. Use of UAVs for land surveying permits vector control agencies to more efficiently work with landowners to prevent accumulation of standing water.

While ongoing federal rules provide some guidance on how to safely use UAVs in commercial settings, any future legislation concerning this subject must recognize the legitimate use of UAVs to protect public health and safety and not overly restrict the ability to utilize this new technology.

Due to the ongoing challenge of West Nile virus and emerging diseases such as Zika virus, allowing flexibility on the use of drones will bring public safety benefits. The use of UAVs will make vector control activities safer and more efficient with less insecticide drift, improved safety for employees, and reduced costs. Promoting public acceptance of UAVs by demonstrating their safe, effective, and responsible use will help guide the Department of Pesticide Regulation's (DPR) governance of UAVs for both short-term and long-term benefits to public health. MVCAC supports these regulatory efforts and is working with DPR to speed up the use of drones for pesticide applications as an effective tool in helping to protect public health.



“This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Orange County Mosquito and Vector Control District at (714-971-2421), during regular business hours, at least twenty-four hours prior to the time of the meeting.”

"Materials related to an item on the Agenda submitted after distribution of the agenda packet are available for public inspection in the District Office located at Orange County Mosquito and Vector Control District offices, 13001 Garden Grove Blvd., Garden Grove, CA 92843 during normal business hours."