

Butte County Mosquito and Vector Control District

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www.BCMVCD.com

Matthew C. Ball Manager

AGENDA

Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District

(BCMVCD) Board Room, 444 Otterson Drive, Chico, CA 95928. The Board of Trustees is committed to making its proceedings accessible to all citizens. Individuals with special needs should call District staff at 530-533-6038 or 530-342-7350, Monday through Thursday, 6:00 a.m. to 4:30 p.m. to request disability-related modifications/accommodations or to request materials in alternate formats. All requests for special accommodations and/or alternative format documents must be made 48 hours prior to the meeting.

- 1. Regular Board of Trustees Meeting Time: 4:00 PM Date: May 10, 2023
- 2. Call to Order 4:00 PM Roll Call
- 3. Persons Wishing to Address the Board on Items Not on the Agenda (limit to 5 minutes):
- **4. Approval of Minutes of the Meeting of:** April 12, 2023
- 5. Persons Wishing to Address the Board Pertaining to Closed Session Matters:
- 6. Closed Session Announcement (District Legal Counsel Present): N/A
- 7. Reports: (7.1 7.2)
- 7.1 District Manager's Report

The District Manager will provide a brief report on current District business and activities. The District Manager will also report on District employees, meetings attended, and current projects.

7.2 District Departments Report

The District Manager and District staff members present, will provide reports on all the business and activities of all the District's departments. District departments include Entomology, Ground Operations, Aircraft Operations, and Public Information and Outreach.

- 8. Policy Matters: (8.1 8.6)
- 8.1 Consider Reviewing the Hamilton City Benefit Assessment

The Board will be asked to consider reviewing the Hamilton City Benefit Assessment.

8.2 Consider Amendments to Job Description, Policy 6020, Regional Supervisor II

The Board will be asked to consider amendments to Job Description, Policy 6020, Regional Supervisor II.

8.3 Consider Approving a New Job Description, Policy 6021, Regional Supervisor I

The Board will be asked to consider approving a new Job Description, Policy 6021, Regional Supervisor I. The District Manager will explain the request for the new job description.

8.4 Consider a Potential Conflict to Personnel Policies, Policy 7220, Section 7220.4, Nepotism

If item 8.3 is approved, the Board will be asked to review Personnel Policies, Policy 7220, Section 7220.4, Nepotism and will make a ruling. District management will also seek direction if the policy needs updating based on the Board's decision.

8.5 Review Bids and Consider Selecting an Architectural and Engineering Services Firm

The Board will review bids and will be asked to consider selecting an architectural and engineering services firm for the expansion of one of the District's metal buildings (Vehicle Shed).

8.6 Consider a Capital Expenditure for MapVision 3.0 From Leading Edge and Associates

The Board will be asked to consider a Capital Expenditure for MapVision 3.0 from Leading Edge and Associates. District management has been working with Leading Edge and Associates to conduct a gap analysis for the past eight months.

9. Topic of the Month:

The Board will watch a presentation on yellow jackets.

10. Approve Payment of The Bills:

The Board will be asked to review the demands made upon the District for the past month and consider approving the payment of the bills.

- 11. Personnel: N/A
- 12. Correspondence: N/A
- 13. Other Business: N/A
- 14. Persons Wishing to Address the Board Pertaining to Closed Session Matters:
- 15. Closed Session Matters (District Legal Counsel Not Present): N/A
- **16. Adjournment:** (Next Regular Meeting of the BCMVCD Board of Trustees is June 14, 2023)

Regular Minutes of the Board of Trustees of the Butte County Mosquito and Vector Control District Meeting held April 12, 2023

Members Present: Michael Barth, Assistant Secretary Bruce Johnson, Vice President Dr. Larry Kirk, Philip LaRocca, Secretary Melissa Schuster, and President Bo Sheppard.

Members Excused: Dr. Albert Beck, Darlene Fredericks, and Carl Starkey.

Members Absent: Chuck Reynolds.

Also Present: District Manager Matt Ball, Assistant Manager AAron Lumsden, Administrative Manager Maritza Sandoval, and Entomologist Amanda Bradford.

- 1. The Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District held on April 12, 2023, at 444 Otterson Drive, Chico, CA 95928.
- 2. The April 12, 2023, Butte County Mosquito and Vector Control District regular meeting of the Board of Trustees was called to order at 4:02 PM by President Sheppard.
- 3. Seeing and hearing no persons wishing to address the Board on items not on the agenda, President Sheppard proceeded to request approval of the minutes.
- 4. After review, it was then moved by Member Johnson, seconded by Member Kirk, and passed unanimously with a vote of 6 ayes and 0 nays to approve the minutes of the Board of Trustees meeting held March 8, 2023, as written.
- 5. No persons wishing to address the Board on closed session matters.
- 6. No closed session matters needing legal counsel.
- 7. Reports (7.3)
- 7.1 Under item 7.1 of reports, District Manager's Report, the District Manager reported that on March 7, 2023, the District Manager attended a Legislative Committee meeting to review 2023's current legislation.

On March 9, 2023, the District completed the monthly staff meeting and all vehicle inspections. The District's Safety Committee met on this date. A representative from Central Life Sciences provided a free presentation on the products offered and where products could be used within the District. Also, on this date, District management had a virtual meeting with Leading Edge and Associates to review MapVision 3.0 and to further explore the gap analysis.

On March 14, 2023, District management met virtually with representatives of Matsom & Isom to discuss current projects, evaluate the past month, and to plan for upcoming projects.

On March 17, 2023, the District Manager attended the biweekly Legislative Regulatory Committee call. MVCAC lobbyists and committee members reviewed legislation and current regulatory issues throughout the state.

On March 20, 2023, District management attend a conference call with Leading Edge and Associates to review and discuss an initial proposal for MapVision 3.0. The District Manager answered question the Board had related to the current MapVision 2.0 and the new MapVision 3.0.

On March 22, 2023, the District Manager attended the Spring MVCAC conference. MVCAC committees reviewed current projects, the charges for each committee for 2023, and status of last year's charges.

The Chico Substation's water main and backflow devices were struck by an unknow vehicle. The District filed a police report as this is believe to be a hit and run as the driver's license plate was left in the wreckage. The Chico Substation's water was turned off by Cal Water. The District had the repairs made on March 28, 2023, and has filed a claim with the VCJPA.

The District was closed on March 30, 2023, in observance of Cesar Chavez Day.

On April 4, 2023, representatives of Clarke provided droplet testing on all District foggers. The service is provided annually and has always been free of charge.

On April 6, 2023, District management attended and had their biannual management meeting. Management discussed the upcoming mosquito season, discussed policies and procedures, reviewed the offseason projects, and discussed other management topics.

- 7.2 Under item 7.2 of reports, 2022/2023 3rd Quarter Fiscal Reports, the Administrative Manager reported that current revenues received are at 64.2%, salaries and benefits category is 61.5% expended, services and supplies category is 86.1% expended, capital outlay category is 58.4%. It was then stated that overall expenditures are currently at 69.6% expended.
- 7.3 Under item 7.3 of reports, the Assistant Manager reviewed the District's 2023 1st quarter newsletter. The Board was pleased with the newsletter.

After this final item of reports, President Sheppard asked the District Manager to proceed to policy matters.

- 8. Policy matters (8.1 8.7)
- 8.1 Under item 8.1 of policy matters, the Board was asked to consider receiving, reviewing, and ordering posted for 30 days the 2023/2024 preliminary budgets. The District Manager and Administrative Manager reviewed and explained the proposed budgets. It was then moved by Member Barth, seconded by Member Schuster, and passed unanimously with a vote of 6 ayes and 0 nays to receive and order posted for 30 days the 2023/2024 preliminary budgets.
- 8.2 Under item 8.2 of policy matters, the Board was asked to vote for a Butte Local Formation Commissioner from a pool of nominated Special District Regular Enterprise members. After further discussion by the Board, it was then moved by member Barth, seconded by Member LaRocca, and passed unanimously with a vote of 6 ayes and 0 nays to vote for Ruth Duncan from South Feather Water and Power Agency on the Butte Local Formation Commissioner for the 2023 Election Ballot.
- 8.3 Under item 8.3 of policy matters, the Board was asked to consider amendments to Operations Policies, Policy 3045, Purchasing and Expense Authorization and Policy 3050, Payment Procedures. The Administrative Manager explained the need for the updates. It was then moved by Member LaRocca, seconded by President Sheppard, and passed unanimously with a vote of 6 ayes and 0 nays to amend as proposed, Operations Policies, Policy 3045, Purchasing and Expense Authorization and Policy 3050, Payment Procedures.
- 8.4 Under item 8.4 of policy matters, the Board was asked to review and consider the draft copies of the organic rice letter and Memorandum of Understanding (MOU), the aggressive mosquito control on lands in excess of three acres (new owner/manager) letter and MOU, the aggressive mosquito control on lands in excess of three acres (reminder) letter, and the post-harvest rice re-flooding letter. The Board was also asked to authorize the mailing of the aforementioned letters and MOUs when appropriate. It was then moved by Member Johnson, seconded by Member LaRocca, and passed unanimously with a vote of 6 ayes and 0 nays to approve the letters and MOUs and authorized staff to send when appropriate.
- 8.5 Under item 8.5 of policy matters, the Board was asked to consider adopting Resolution 23-01, a Resolution Appointing Financial System Administrator. The Administrative Manager explained the need for the resolution. It was then moved by Member Barth, seconded by Member Schuster, and passed unanimously with a vote of 6 ayes and 0 nays to adopt Resolution 23-01, a Resolution Appointing Financial System Administrator
- 8.6 Under item 8.6 of policy matters, the Board was asked to consider adopting resolution 23-02, a Resolution Concerning Warrant Signatures. The Administrative Manager explained the need for the resolution. It was then moved by Member Schuster, seconded by Member Kirk, and passed unanimously with a vote of 6 ayes and 0 nays to adopt Resolution 23-02, a Resolution Concerning Warrant Signatures.
- 8.7 Under item 8.7 of policy matters, the Board was asked to consider a Capital Expenditure for a new 2,500 gallon above ground storage tank. The District Manager explained the need for the new tank and the quotes. The District Manager informed the Board that funds to cover the expense will require a transfer at a later date from Accumulated Capital Outlay Reserve. After further discussion, it was moved by Member Barth, seconded by Member Schuster, and passed unanimously with a vote of 6 ayes and 0 nays to move forward with the quote from Nwestco for a total amount of \$152,157.97 for a new 2,500 gallon above storage tank.
- 9. Under topic of the month, the District's Entomologist gave a presentation on the biology of *Aedes* sierrensis.
- 10. After reviewing the demands made upon the District for the past month, it was then moved by Member Johnson, seconded by Member Barth, and passed unanimously with a vote of 6 ayes 0 nays to authorize checks numbered 52182 through 52305 be signed and distributed. Expenditures for the month totaled \$375,594.45.

- 11. Under personnel to report, the District Manager reported that on March 27, 2023, Eric Dillard was promoted from Mosquito and Vector Control Specialist II to Mosquito and Vector Control Specialist III and Shane Robertson was promoted to the same position back on November 13, 2022.
- 12. No items of correspondence to report.
- 13. No other business to report.
- 14. No persons wishing to address the Board pertaining to closed session matters.
- 15. Closed Session Matters (District Legal Counsel Not Present): (15.1-15.2)
- 15.1 Under closed session matters 15.2, President Sheppard announced closed session, Government Code 54957, for a conference with District Manager Ball for an annual public employee performance evaluation and went into closed session and off the record at 5:37 PM and returned on the record / back in session at 5:53 PM. President Sheppard announced that the Board had discussed the District Manager's performance and progress. The consensus of the Board was that the District Manager's performance was deemed to be exceeding expectations in all performance criteria. President Sheppard stated that a letter would be submitted to the District Manager for inclusion into the District Manager's personnel file. No action was taken nor needed.
- 15.2 Under closed session matters 15.2, the Board of Trustees and District Manager agreed that there was no need to go into closed session for labor negotiations, Government Code 54957.6, employment agreement extension. Currently both parties are satisfied with the terms of the employment agreement. It was then moved by Member Johnson, seconded by Member Schuster, and passed unanimously to approve a one-year contract extension. President Sheppard announced that the contract extension revalidates the terms of the five-year contract and this approval will be executed by both parties. The executed amendment will be attached to the agreement and identified as Amendment No. 3.
- 16. President Sheppard announced adjournment at 5:54 PM and concluded by stating that the next regular meeting of the BCMVCD Board of Trustees would meet at 4:00 PM on May 10, 2023, at the Chico Substation's Board Room at 444 Otterson Drive, Chico, CA 95928.

Respectfully submitted,

Melissa Schuster, Secretary MANAGER'S REPORT MAY 2023

On April 13, 2023, the District completed the monthly staff meeting and all vehicle inspections. The District's Safety Committee met on this date.

On April 14, 2023, the District Manager attended the biweekly Legislative Regulatory Committee call. MVCAC lobbyists and committee members reviewed legislation and current regulatory issues throughout the state.

On April 18, 2023, District management met virtually with representatives of Matsom & Isom to discuss current projects, evaluate the past month, and to plan for upcoming projects.

On April 19, 2023, District management met virtually with representatives of Streamline to see a presentation on the services offered. Also on this date, the District Manager provided a lecture for a class at California State University, Chico.

On April 20, 2023, the District Manager met with managers from neighboring districts to discuss staffing, the upcoming mosquito season, and to discuss proposed laws and regulations.

On April 25, 2023, District management met with representatives of Leading Edge and Associates to discuss the gap analysis between MapVision 2.0 and MapVision 3.0. The Assistant Manager toured the proposed building expansion project with architectural and engineering firm.

On April 26, 2023, District management attend the Sac Valley Region meeting where the region discussed the MVCAC budget, heard reports from MVCAC committees, industry, CDPH, VCJPA, and other districts. Also on this date, District management met with representatives from Stratti and Ubeo to discuss services provided by both companies. District management also met with Streamline to review services provided as well as reviewed a proposal from Streamline. The Assistant Manager met with an architectural and engineering firm to walk the proposed building expansion site.

On April 28, 2023, the District Manager attended the biweekly Legislative Regulatory Committee call. MVCAC lobbyists and committee members reviewed legislation and current regulatory issues throughout the state.

On May 2, 2023, the District hosted the annual coordination meeting between USFWS and MVCDs. This meeting is to review the Special Use Permit, review flood dates and maps, and to review the pesticide use proposals.

On May 4, 2023, District management met with Streamline to review the process of transitioning the District's website to Streamline's services. Also on this date, District management met with Leading Edge and Associates to review a MapVision 3.0 proposal.

On May 8, 2023, District management attended the monthly West Nile virus (WNV) task force meeting with Butte County Public Health. The District shared mosquito abundance reports and charts and both agencies previewed the upcoming WNV season.

LAB / VECTOR SURVEILLANCE: Tick surveillance has now ceased for the season. Tick surveillance will again commence in the fall of 2023. A total of 74 tick pools have been submitted to Placer MVCD for the 2022/2023 tick season. In summary, 9 pools tested positive for the presence of *B. burgdorferi* and 2 pools tested positive for the presence of *B. miyamotoi* totaling a 14.86% positivity rate. Total tick pools are down from last year due to a change of testing protocols, which require females only and thus lower the total number of ticks submitted. Areas where pools were collected include Bidwell Park, Lime Saddle, Lake Wyandotte, and Loafer Creek. The District's New Jersey light traps were placed and operational on April 18th, 2023. The District's gravid traps were placed and started operating on April 17th, 2023. The sentinel chickens arrived and were placed in their coops on April 27th, 2023. CO2 trapping will commence in the upcoming weeks.

VIRUS SURVEILLANCE: No West Nile virus (WNV) activity has been reported within the District's service area in 2023. WNV has been identified in 2 mosquito pools and 1 dead bird in California to date (Attachment #1).

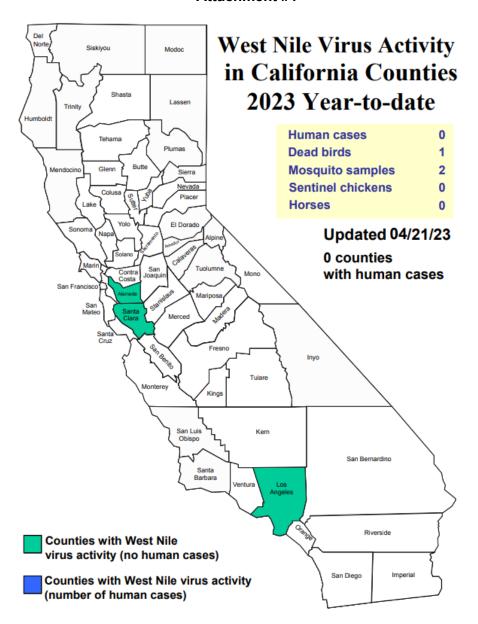
MOSQUITOFISH OPERATIONS: The District's four indoor fish tanks continue to operate normally. Over 4,900 fry were produced in April. The Vector Ecologist / Fish Biologist is maintaining the stock in each rearing tank and is preparing to conduct annual maintenance on the system. The District will be looking to place sentinel fish tanks into the field towards the end of May and into June. The timing will depend on the production of the District's fish ponds which are producing slower due to the extended winter.

CONTROL OPERATIONS: Mosquito and Vector Control Specialists (Specialists) have continued with winter/spring mosquito surveillance and treatments in rock pits, dredger pits, flood water areas, agricultural, ditches, drains and urban sources. Specialists have also continued with annual training, calibration, maintenance, required annual reading, and winter compound projects. Service requests for inspections, fish, and treatments have increased over the past month.

AIRCRAFT OPERATIONS: The District's Air Operations is continuing annual maintenance on the three District aircraft and are on track to be ready as needed. The District's granule ship has already made applications to wildlife areas.

PUBLIC INFORMATION & OUTREACH: The Public Relations (PR) Department is currently preparing for the upcoming public relations season. The PR Department continues to review and update (if needed) the District's website, brochures, photo and video files, and other informational documents. The District is also in the process of transferring service providers and will be giving the District's website an overhaul. The District public service announcements began on May 1st, 2023, running on newspapers, radio, television, and digital advertising. The District attended the Chico Home and Garden Show on April 1st and 2nd, the Gold Nugget Craft Fair on April 29th and 30th, and is planning to attend the Red Suspenders Day Parade on May 20th.

Attachment #1



	Humans	Horses	Dead Birds	Dead Squirrels	Mosquito Pools	Sentinel Chickens
2004	7	18	118	0	1	50
2005	25	7	79	0	4	15
2006	34	0	40	1	1	49
2007	16	0	27	0	5	32
2008	6	0	38	0	5	31
2009	2	0	13	0	5	36
2010	1	1	6	1	7	7
2011	3	0	0	0	1	20
2012	10	2	53	2	27	43
2013	24	0	42	1	38	57
2014	25	0	22	0	43	37
2015	55	0	38	0	101	37
2016	21	0	22	0	48	38
2017	3	0	5	0	49	31
2018	12	0	4	0	49	37
2019	5	0	1	0	45	34
2020	4	1	4	0	31	23
2021	12	0	2	0	80	26
2022	3	0	2	0	39	26
2023	0	0	0	0	0	0
Totals	268	29	516	5	579	629

Butte County Mosquito and Vector Control District

POLICY MANUAL

POLICY TITLE: Job Description - Regional Supervisor | |

POLICY NUMBER: 6020

6020.1 Nature of Work

6020.1.1 Under the general direction of the District Manager and direct supervision of the Assistant Manager assists in the general field operations of the Butte County Mosquito and Vector Control District. Work involves full-scale leadership over personnel and equipment in an assigned area or the District's service area. Some technical responsibility is required for calculating and applying pesticides, calibration of spray equipment, mosquito and vector surveillance and control, source reduction, and water management techniques. Employee exercises independent judgment in making decisions within the scope of various duties. Supervision is received through inspections of work, reports, and performance in an assigned area or the District's service area.

6020.1.2 The Regional Supervisor <u>II</u> is the District's Safety Officer and Hazardous Waste Coordinator.

6020.1.3 The position of Regional Supervisor II is considered a "confidential employee." A confidential employee is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions (Government Code § 3540.1(c)).

6020.2 Illustrative Tasks

- **6020.2.1** Supervises, plans, assigns, surveys, and evaluates the work in field operations of mosquito and vector control.
- **6020.2.2** Supervises and assists in organizing the work of field inspections and control operations to meet the various needs and situations; assigns appropriate personnel to sections or areas and makes adjustments in assignments as necessary.
- **6020.2.3** Supervises the application of pesticides and insures such applications and pesticides are applied in accordance with established laws, regulations, methods and techniques.
- **6020.2.4** Assigns and supervises crews to eliminate or modify mosquito development sites and works with supervised personnel as needed.
- **6020.2.5** Assigns and supervises crews to work on revised operational maps as required; provides input to appropriate personnel regarding the update of operational maps.
- **6020.2.6** Instructs and supervises employee handlers in the mixing of pesticides; provides input in developing field procedures, and provides assistance and consultation in field problems.

- **6020.2.7** Supervises and assists in maintaining a system of operating records and oversees the maintenance of such records.
- **6020.2.8** Assists with investigation work, water management, and construction projects as needed.
- **6020.2.9** Contacts property owners and makes recommendations in prevention, reduction, or elimination of mosquito development and harborage sites. Promotes Best Management Practices to reduce mosquitoes and mosquito-breeding sites.
- **6020.2.10** Performs, handles, or assists as needed the more difficult public relations problems encountered by the District's field staff.
- **6020.2.11** Makes a daily report of work performed and other information as required.
- **6020.2.12** Works with the District's field staff as needed in regular assignments and to cover absences.
- **6020.2.13** Performs, supervises, and assists in the task training of new personnel in field operations.
- **6020.2.14** Ability to take direction, and communicate well with coworkers, management, and the public.
- **6020.2.15** Make and maintain contacts with other agencies.
- **6020.2.16** Respond to questions and complaints regarding the District's program.
- **6020.2.17** Performs related work as required and other assigned tasks.
- **6020.2.18** Supervises and oversees the District's Certified Unified Program Agencies (CUPA) programs and maintains all associated/related programs (e.g. Underground Storage Tank Program, Aboveground Storage Tank Program, Hazardous Material Business Plan, Hazardous Waste Generator Program, Hazardous Materials Release Response Plan, and the Spill Prevention, Control, and Countermeasure Plan).
- **6020.2.19** Oversees, supervises, and facilitates hazardous waste removal and/or transportation projects.
- **6020.2.20** Attends trainings as deemed reasonable and/or needed to fulfill the nature of work for this position (e.g. OSHA seminars, limiting risk management courses, hazardous waste generator courses, etc.).

6020.3 Secondary Illustrative Tasks

6020.3.1 Due to work volume, financial and staffing constraints, and other unknown and/or unanticipated conditions, at times, this position may be assigned other tasks, including field surveillance and control operations; clerical and/or office operations; mechanical and maintenance operations; public education and outreach operations; and other operations as needed, requested, and/or required.

6020.4 Knowledge, Abilities, and Skills

- **6020.4.1** Knowledge of the duties and responsibilities of the Butte County Mosquito and Vector Control District.
- **6020.4.2** Working knowledge of the pesticides, methods, and techniques used in vector control activities.
- **6020.4.3** Working knowledge of mosquitoes and other vectors, life habits, and characteristics.
- **6020.4.4** Working knowledge of effective supervisory techniques and how to apply them.
- **6020.4.5** Working knowledge of hazard and safety precautions of the work.
- **6020.4.6** Knowledge of automotive equipment and pesticide application equipment used by the District and of the techniques and methods used in effecting minor repairs.
- **6020.4.7** Ability to identify using identification keys for the various species of mosquitoes and other vectors found in the District's service area.
- **6020.4.8** Ability to conduct comprehensive surveys for mosquitoes and other vectors.
- **6020.4.9** Ability to establish and maintain effective working relationships with other employees, management, other agencies, businesses, and the public.
- **6020.4.10** Ability to keep records and make reports.
- **6020.4.11** Ability to understand, follow, and transmit oral and written instructions.
- **6020.4.12** Physical strength and ability to work out-of-doors and occasionally under adverse weather and public health situations
- **6020.4.13** Possess public speaking skills in order to be able to give presentations on the District's control program(s).
- **6020.4.14** Ability to plan and conduct the District's monthly staff/safety briefings, train new employees in the safe use of pesticides, equipment, calibration and vehicle use and provide training on the District's control program during Regional Continuing Education training programs.
- **6020.4.15** Must be able to hear, read, speak and understand English and be able to communicate effectively both orally and by writing letters and reports regarding the District's control program(s).
- **6020.4.16** Must be able to plan, prioritize and supervise day-to-day and nighttime control activities, including back checking of areas to insure that mosquito control tasks have been accomplished and daily review of field work records.
- **6020.4.17** Ability to effectively evaluate the performance of field staff, including annual performance evaluations.
- **6020.4.18** Be computer literate and able to use District software to review and assess work records of surveillance and pesticide applications.
- **6020.4.19** Knowledge of chemical application calibration techniques.
- **6020.4.20** Knowledge of pesticide safety and handling.

6020.4.21 Knowledge of federal, state, and local laws and regulations pertaining to driving, vector control, and disposal/storage of hazardous material.

6020.5 Working Conditions

6020.5.1 A Regional Supervisor <u>II</u> may be exposed to pesticides, communicable diseases, and other health hazards; inclement weather conditions, and verbal confrontations from the public. A Regional Supervisor <u>II</u> must be willing to occasionally work non-standard work schedules including evenings, weekends, and holidays.

6020.6 General Requirements

- **6020.6.1** A Regional Supervisor <u>II</u> is required to have a minimum of four years education and a Bachelor's degree or equivalent with course emphasis in entomology or agronomy, biology or a similar curriculum with emphasis on control of invertebrate pests, and four years of experience in pest control, including three years of experience in safe mixing and handling of pesticides. One additional year of qualifying education may substitute for the required experience in handling pesticides. An Associates of Arts degree and four additional years of experience in pest control, including three years of experience in safe mixing and handling of pesticides may be substituted for the Bachelor's degree required for this position.
- **6020.6.2** Possess or qualify for and immediately obtain and retain during the course of employment a valid California Driver's license, and have and maintain a safe driving record as required by the District's insurance carrier.
- **6020.6.3** Possession of valid certificates from the California Department of Public Health's certified technician in Mosquito and Vector Control categories A, B, C, and D, or must obtain within 12 months of employment and must be maintained throughout employment for this position.
- **6020.6.4** Have the ability to meet any requested experience and/or education necessary to obtain any required licenses or certifications and retain such licenses or certification during the course of employment.
- **6060.6.5** Be able to provide clear verbal communication and be able to hear, read, understand and speak English.
- **6060.6.6** Be able to read and comprehend written instructions, including detailed technical instructions for repair, calibration, and operation of mechanical and electrical equipment, all spray equipment and safe handling instructions on pesticide labels.
- **6060.6.7** Be able to work safely with power and hand tools and is required, at all times, to wear any protective clothing and gear necessary for safe handling of those tools.
- **6060.6.8** Be willing to learn new and different skills and abilities as required by the District. A Regional Supervisor II may be assigned other tasks, as required by changing District programs and needs, and must be willing to take on new challenges as necessary.
- **6060.6.9** Not obtain outside employment, if in the District Manager's judgment it will conflict with the District program, or reduce the Regional Supervisor II's ability to satisfactorily perform required duties.

6020.7 Physical Requirements

- **6020.7.1** Employees are responsible for maintaining their physical condition in a state that will allow them to be able to perform the duties of their position and to be in a physical condition that does not increase the danger or likelihood of injury on the job.
- **6020.7.2 Body Movements:** Must have full mobility and use of both arms. Must have the ability for full extension above the head to lift or remove equipment during normal daily activity. Must have full range of motion to climb and hike into surveillance and treatment areas that may include use of hands, legs and feet. Must have full mobility to assist in surveillance and control programs which involves climbing up and down steep brushy, muddy terrain to survey, abate vectors, to place traps and use other equipment in mosquito, yellow jacket, and tick habitat. Must have the ability and range of flexibility to reach over the head, reach below the knees and to bend over, stoop, or squat down. Must be able to move quickly in fieldwork areas known to be inhabited with venomous snakes, or other potentially dangerous vectors and animals. Must be able to swim and/or tread water.
- **6020.7.3 Constant:** Activity or condition existing 2/3 or more of the time. Must be able to conduct field operations, to carry equipment weighing up to 50 pounds. Be able to inspect and treat vector breeding sources and test control measures by climbing or hiking into areas to locate and spray breeding areas. Have mobility of arms to reach and legs to walk and dexterity of hands and fingers to grasp and manipulate small objects. Must be able to work in weather ranging from below freezing to above 100° Fahrenheit while wearing the appropriate personal protection equipment for eye protection, hearing protection and respirator if required.
- **6020.7.4 Frequently:** Activity or condition existing from 1/3 to 2/3 of the time. Lifts, carries and uses equipment and supplies weighing up to 50 pounds. Standing and sitting for extended periods while running laboratory tests, record review, and performing office duties. The position requires the frequent operation of a computer keyboard ranging in length from short to extended periods of time. Be able to operate a motor vehicle with a standard and automatic transmission.
- **6020.7.5 Occasionally:** Activity or condition existing up to 1/3 of the time. Requires being able to climb over or through fences, climb ladders, squat, bend over and lift equipment up to 25 pounds above the head. Be able to climb and hike areas to survey and treat vector habitat or test control materials in rice fields, pastures, wetlands, flood control channels, urban environments and similar areas with rough terrain. Must be able to ride a bicycle.
- **6020.7.6 Vision**: The position requires adequate vision (which may be corrected) to read, write, drive during the day and at night and safely perform the essential functions of the job under the conditions listed above.

6020.8 Post Offer Requirements

6020.8.1 Qualifying person must pass a post-offer physical examination for his or her ability to perform the essential functions of the job and a drug screen at District expense.

6020.9 Other Information

- **6020.9.1** Anyone employed as Regional Supervisor <u>II</u> at the time these amendments are adopted shall be considered to have met the education/experience requirements for this position.
- **6020.9.2** The District Manager and the Board of Trustees reserves the right to change or amend this job description at their pleasure.

Adopted September 2012 Amended June 2013 May 2023

Butte County Mosquito and Vector Control District

POLICY MANUAL

POLICY TITLE: Job Description - Regional Supervisor_

POLICY NUMBER: 60210

602<u>1</u>0.1 Nature of Work

60210.1.1 Under the general direction of the District Manager and Assistant Manager and the direct supervision of the Regional Supervisor II Assistant Manager, Regional Supervisor I assists in the general field operations of the Butte County Mosquito and Vector Control District Chico region and performs vector surveillance and control operations within the assigned geographic zone within the District's service area. Work involves full scale leadership over personnel and equipment in the assigned area or the District's service area. Work involves full scale leadership over personnel and equipment in an assigned area or the District's service area. Some technical responsibility is required for calculating and applying pesticides, calibration of spray equipment, mosquito and vector surveillance and control, source reduction, and water management techniques. Employee exercises independent judgment in making decisions within the scope of various duties. Supervision is received through inspections of work, reports, and performance in thean assigned area or the District's service area.

6021.1.2 The position of Regional Supervisor I is considered a "confidential employee." A confidential employee is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions (Government Code § 3540.1(c)).

6020.1.2 The Regional Supervisor is the District's Safety Officer and Hazardous Waste Coordinator.6021.1.3 During the cooler months of the year, under the general direction of the District Manager and Assistant Manager and direct supervision of the Regional Supervisor II, the Regional Supervisor I oversees and performs annual maintenance of spray equipment/machines, ATVs, vehicles, and facilities; performs personnel and equipment characterization and calibration; special projects; receive annual training and attend continuing education courses.

60210.2 Illustrative Tasks

602_10.2.1 Surveys District service area and assigned zone for vector breeding sources, such as but not limited to, ponds, catch basins, marsh areas, dairy facilities, residential premises, swimming pools, managed wetlands, floodwater, ditches, pastures, agriculture sources, and maintains an awareness of irrigation patterns and other water holding sources conducive to vector breeding and determines or identifies species and/or stage of larval development and notes other factors such as weather conditions, type and extent of plant growth, water quality, and surroundings. Supervises, plans, assigns, surveys, and evaluates the work of assigned staff in field operations of mosquito and vector control.

60210.2.2 Supervises assigned Mosquito and Vector Control staff in organizing the work of field inspections and control operations to meet the various needs and situations; requests personnel assistance to sections or areas and makes adjustments in assignments as

<u>necessary.</u>Supervises and assists in organizing the work of field inspections and control operations to meet the various needs and situations; assigns appropriate personnel to sections or areas and makes adjustments in assignments as necessary.

- 60210.2.3 Performs and supervises the application of pesticides and insures such applications and pesticides are applied in accordance with established laws, regulations, methods and techniques; selects appropriate pesticide for application; selects appropriate dosage rates in accordance with the label, and implements to obtain proper coverage and efficacy; FOLLOWS THE LABEL; records and submits accurate and proper paperwork (worksheets, weigh tags, fog sheets, service requests, weekly surveillance records, etc.). Supervises the application of pesticides and insures such applications and pesticides are applied in accordance with established laws, regulations, methods and techniques.
- **60210.2.4** Assigns and supervises crews to eliminate or modify mosquito development sites and works with supervised personnel as needed.
- **602**<u>1</u>**0.2.5** Assigns and supervises crews to work on revised operational maps as required; provides input to appropriate personnel regarding the update of operational maps.
- **602<u>1</u>0.2.6** Instructs and supervises employee handlers in the mixing of pesticides; provides input in developing field procedures, and procedures and provides assistance and consultation in field problems.
- **6020.2.7** Supervises and assists in maintaining a system of operating records and oversees the maintenance of such records.
- 6120.2.7 Arranges for and conducts fish planting in targeted areas; assists with the District's mosquitofish program; harvests fish, maintains facility and sentinel fish tanks, maintains District ponds, and provide recommend field harvest locations.
- 6121.2.8 As needed, initiates requests for aircraft applications and provides information, such as Genus/species, larval stage development, dip count, field location, acres needing treatment, and all other pertinent information.
- <u>6121.2.9</u> Re-inspects treated areas to evaluate efficacy and keeps records of all work <u>performed.</u>
- 6121.2.10 Works with property owners and others and advises regarding vector problems and the need for vector control and source reduction; explains the reason(s) for the Specialist's presence on the property; advises property owners regarding improper maintenance of continuing sources of vectors.
- **602<u>1</u>0.2.<u>11</u>8** Assists with investigation work, water management, and construction projects as needed.
- 60210.2.129 Works with property owners and other agencies to make recommendations in prevention, reduction, or elimination of mosquito development and harborage sites. Promotes Best Management Practices to reduce mosquitoes and mosquito-breeding sites. Contacts property owners and makes recommendations in prevention, reduction, or elimination of mosquito development and harborage sites. Promotes Best Management Practices to reduce mosquitoes and mosquito-breeding sites.

- 6121.2.13 Performs vector surveillance to ponds, catch basins, marsh areas, dairy facilities, residential premises, swimming pools, cemeteries, nurseries, managed wetlands, floodwater, ditches, pastures, agriculture sources, and maintains an awareness of irrigation patterns and other sources conducive to vector breeding.
- 6121.2.14 Revises operational maps of zones and areas in the District including properties, sources, topographical characteristics, fogging routes, no sprays, bees, and other features relevant to vector surveillance and control operations; makes improvement suggestions to the GIS department.
- **602**10.2.150 Performs, handles, or assists as needed the more difficult public relations problems encountered by the District's field staff.
- 6021.2.16 Makes a daily report of work performed and other information as required.
- 6020.2.11 Makes a daily report of work performed and other information as required.
- **602<u>10</u>.2.1<u>72</u>** Works <u>primarily</u> with th<u>ee_Chico</u> District<u>zone</u>'s_field staff <u>and District's service</u> <u>area staff</u> as needed in regular assignments and to cover absences.
- **60210.2.183** Performs, supervises, and assists in the task training of new personnel in field operations.
- **602<u>1</u>0.2.1<u>9</u>4** Ability to take direction, and communicate well with coworkers, management, and the public.
- **602**<u>10.2.2015</u> Make and maintain contacts with other agencies.
- 6020.2.16 Respond to questions and complaints regarding the District's program.
- **60210.2.2117** Performs related work as required and other assigned tasks.
- 6021.2.18 Attends trainings as deemed responsible and/or needed to fulfill the nature of work for this position (e.g. OSHA seminars, limiting risk management courses, hazardous waste generator courses, etc.)
- **6020.2.18** Supervises and oversees the District's Certified Unified Program Agencies (CUPA) programs and maintains all associated/related programs (e.g. Underground Storage Tank Program, Aboveground Storage Tank Program, Hazardous Material Business Plan, Hazardous Waste Generator Program, Hazardous Materials Release Response Plan, and the Spill Prevention, Control, and Countermeasure Plan).
- **6020.2.19** Oversees, supervises, and facilitates hazardous waste removal and/or transportation projects.
- **6020.2.20** Attends trainings as deemed reasonable and/or needed to fulfill the nature of work for this position (e.g. OSHA seminars, limiting risk management courses, hazardous waste generator courses, etc.).

60210.3 Secondary Illustrative Tasks

60210.3.1 Due to work volume, financial and staffing constraints, and other unknown and/or unanticipated conditions, at times, this position may be assigned other tasks, including field surveillance and control operations; clerical and/or office operations; mechanical and

maintenance operations; public education and outreach operations; and other operations as needed, requested, and/or required.

60210.4 Knowledge, Abilities, and Skills

- **60210.4.1** Knowledge of the duties and responsibilities of the Butte County Mosquito and Vector Control District.
- **602**<u>1</u>**0.4.2** Working knowledge of the pesticides, methods, and techniques used in vector control activities.
- **60210.4.3** Working knowledge of mosquitoes and other vectors, life habits, and characteristics, especially species preferred breeding sites.
- **6021.4.4** Working knowledge of databases, word-processing, and spreadsheet computer applications.
- **60210.4.54**Working knowledge of effective supervisory techniques and how to apply them.
- **602<u>1</u>0.4.<u>65</u>** Working knowledge of hazard and safety precautions of the work.
- **60210.4.76**Knowledge of automotive equipment and pesticide application equipment used by the District and of the techniques and methods used in effecting minor repairs.
- **602<u>1</u>0.4.<u>8</u>7**Ability to identify using identification keys for the various species of mosquitoes and other vectors found in the District's service area.
- **60210.4.98** Ability to conduct comprehensive surveys for mosquitoes and other vectors.
- **602<u>1</u>0.4.<u>10</u>9**Ability to establish and maintain effective working relationships with other employees, management, other agencies, businesses, and the public.
- **602<u>10</u>.4.1<u>10</u>**Ability to keep records and make reports; <u>ability to make arithmetical computations</u> <u>accurately</u>.
- **60210.4.124** Ability to understand, follow, and transmit oral and written instructions.
- **6021.4.13** Ability to learn to operate an ATV, tractor, mowers, and similar equipment.
- **60210.4.142**Physical strength and ability to work out-of-doors and occasionally under adverse weather and public health situations.
- **6020.4.13** Possess public speaking skills in order to be able to give presentations on the District's control program(s).
- **602<u>10</u>.4.1<u>5</u>4**Ability to plan and <u>assist with</u> conduct<u>ing</u> the District's monthly staff/safety briefings, train new employees in the safe use of pesticides, equipment, calibration and vehicle use and provide training on the District's control program during Regional Continuing Education training programs.
- **60210.4.165**Must be able to hear, read, speak and understand English and be able to communicate effectively both orally and by writing letters and reports regarding the District's control program(s).

602<u>1</u>0.4.1<u>7</u>6Must be able to plan, prioritize and supervise day-to-day and nighttime control activities, including back checking of areas to insure that mosquito control tasks have been accomplished and daily review of field work records.

602<u>1</u>0.4.1<u>8</u>7Ability to effectively evaluate the performance of field staff, including annual performance evaluations.

602<u>1</u>0.4.1<u>9</u>8Be computer literate and able to use District software to <u>assist, review, and assess</u>review and assess work records of surveillance and pesticide applications.

60210.4.20 19 Knowledge of chemical application calibration techniques.

60201.4.21_0Knowledge of pesticide safety and handling.

602<u>1</u>0.4.2<u>2</u>4 Knowledge of federal, state, and local laws and regulations pertaining to driving, vector control, and disposal/storage of hazardous material.

602<u>1</u>0.5 Working Conditions

6020.5.1 A Regional Supervisor I may be exposed to pesticides, communicable diseases, and other health hazards; inclement weather conditions, and verbal confrontations from the public. A Regional Supervisor I must be willing to occasionally work non-standard work schedules including evenings, weekends, and holidays.

60210.6 General Requirements

60210.6.1 A Regional Supervisor I is required to have a Bachelor's degree or equivalent with course emphasis in entomology or agronomy, biology or a similar curriculum with emphasis on control of invertebrate pests and three years of experience in pest control to include experience in safe mixing and handling of pesticides or an Associates of Arts degree or equivalent and five years of experience in pest control to include experience in safe mixing and handling of pesticides or a high school diploma or equivalent and eight years of experience pest control to include experience in safe mixing and handling of pesticides. For the purposes of the Regional Supervisor I experience requirement, one "season" with a mosquito and vector control agency or combination of agencies will constitute as one year of experience.

A Regional Supervisor is required to have a minimum of four years education and a Bachelor's degree or equivalent with course emphasis in entomology or agronomy, biology or a similar curriculum with emphasis on control of invertebrate pests, and four years of experience in pest control, including three years of experience in safe mixing and handling of pesticides. One additional year of qualifying education may substitute for the required experience in handling pesticides. An Associates of Arts degree and four additional years of experience in pest control, including three years of experience in safe mixing and handling of pesticides may be substituted for the Bachelor's degree required for this position.

602<u>1</u>0.6.2 Possess or qualify for and immediately obtain and retain during the course of employment a valid California Driver's license, and license and have and maintain a safe driving record as required by the District's insurance carrier.

60210.6.3 Possession of valid certificates from the California Department of Public Health's certified technician in Mosquito and Vector Control categories A, B, C, and D, or must obtain within 12 months of employment and must be maintained throughout employment for this position.

- **602_10.6.4** Have the ability to meet any requested experience and/or education necessary to obtain any required licenses or certifications and retain such licenses or certification during the course of employment.
- **602610.6.5** Be able to provide clear verbal communication and be able to hear, read, understand and speak English.
- **606210.6.6** Be able to read and comprehend written instructions, including detailed technical instructions for repair, calibration, and operation of mechanical and electrical equipment, all spray equipment and safe handling instructions on pesticide labels.
- **60**2601.6.7 Be able to work safely with power and hand tools and is required, at all times, to wear any protective clothing and gear necessary for safe handling of those tools.
- **602160.6.8** Be willing to learn new and different skills and abilities as required by the District. A Regional Supervisor may be assigned other tasks, as required by changing District programs and needs, and must be willing to take on new challenges as necessary.
- **602160.6.9** Not obtain outside employment, if in the District Manager's judgment it will conflict with the District program, or reduce the Regional Supervisor is ability to satisfactorily perform required duties.

60201.7 Physical Requirements

- **602<u>1</u>0.7.1** Employees are responsible for maintaining their physical condition in a state that will allow them to be able to perform the duties of their position and to be in a physical condition that does not increase the danger or likelihood of injury on the job.
- **602_10.7.2 Body Movements:** Must have full mobility and use of both arms. Must have the ability for full extension above the head to lift or remove equipment during normal daily activity. Must have full range of motion to climb and hike into surveillance and treatment areas that may include use of hands, legs and feet. Must have full mobility to assist in surveillance and control programs which involves climbing up and down steep brushy, muddy terrain to survey, abate vectors, to place traps and use other equipment in mosquito, yellow jacket, and tick habitat. Must have the ability and range of flexibility to reach over the head, reach below the knees and to bend over, stoop, or squat down. Must be able to move quickly in fieldwork areas known to be inhabited with venomous snakes, or other potentially dangerous vectors and animals. Must be able to swim and/or tread water.
- **60210.7.3** Constant: Activity or condition existing 2/3 or more of the time. Must be able to conduct field operations, to carry equipment weighing up to 50 pounds. Be able to inspect and treat vector breeding sources and test control measures by climbing or hiking into areas to locate and spray breeding areas. Have mobility of arms to reach and legs to walk and dexterity of hands and fingers to grasp and manipulate small objects. Must be able to work in weather ranging from below freezing to above 100° Fahrenheit while wearing the appropriate personal protection equipment for eye protection, hearing protection and respirator if required.
- **602_10.7.4 Frequently:** Activity or condition existing from 1/3 to 2/3 of the time. Lifts, carries and uses equipment and supplies weighing up to 50 pounds. Standing and sitting for extended periods while running laboratory tests, record review, and performing office duties. The position requires the frequent operation of a computer keyboard ranging in length from short to extended periods of time. Be able to operate a motor vehicle with a standard and automatic transmission.
- **60210.7.5** Occasionally: Activity or condition existing up to 1/3 of the time. Requires being able to climb over or through fences, climb ladders, squat, bend over and lift equipment up to 25 pounds

above the head. Be able to climb and hike areas to survey and treat vector habitat or test control materials in rice fields, pastures, wetlands, flood control channels, urban environments and similar areas with rough terrain. Must be able to ride a bicycle.

602<u>1</u>0.7.6 Vision: The position requires adequate vision (which may be corrected) to read, write, drive during the day and at night and safely perform the essential functions of the job under the conditions listed above.

602<u>1</u>0.8 Post Offer Requirements

602<u>1</u>0.8.1 Qualifying person must pass a post-offer physical examination for his or her ability to perform the essential functions of the job and a drug screen at District expense.

602<u>1</u>0.9 Other Information

60210.9.1 Anyone employed as Regional Supervisor at the time these amendments are adopted shall be considered to have met the education/experience requirements for this position.

60210.9.2 The District Manager and the Board of Trustees reserves the right to change or amend this job description at their pleasure.

Adopted September 2012 Amended June 2013 REVISED May 2023

Butte County Mosquito and Vector Control District

POLICY MANUAL

POLICY TITLE: Nepotism POLICY NUMBER: 7220

7220.1 It is the policy of the Butte County Mosquito and Vector Control District to avoid circumstances where an immediate family member of an employee and/or a member of the Board of Trustees is employed in a position wherein there is a direct reporting relationship between such immediate family members. The District will not prohibit the hiring of immediate family members in those circumstances where there is a clear separation in the reporting relationship, however, employees employed in such circumstances should understand that potential of that reporting relationship changing may affect their future advancement opportunities.

7220.2 In order to carry out the foregoing policy, no appointing authority of the District shall hire a member of the appointing authority's immediate family in <u>any</u> position within the District. The appointing authority shall also not hire, appoint, nor assign any employee to directly or indirectly supervise a member of that employee's immediate family, nor shall the appointing authority hire, appoint, assign, or promote any employee to a position where that employee will be supervised by a member of the employee's immediate family.

7220.3 For purposes of this provision, appointing authority shall mean the Board of Trustees in connection with the hiring, promotion and retention of the District Manager, and it shall mean the District Manager in connection with the hiring, promotion, or assignment of other employees.

7220.4 "Immediate Family" shall mean an individual who is a spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, nephew, niece, grandparent or grandchild. Relationships not defined by this rule, but which the Manager believes could conflict with this policy, shall be referred to the Board of Trustees.

7220.5 This policy shall not prohibit a temporary work assignment of existing employees to accomplish a specific task, or to cover a temporary shortage of qualified employees to accomplish a particular task, or tasks, as directed by the District Manager.

Issue Type, Item Master, KML

Butte MCD 2023 MapVision G3 Migration Proposal	MapVision Gen 3 Enterprise
	GAP INCLUDED
	Please refer to GAP item list
Core Pricing	\$162,000
OPERATIONS & MAPPING	
MapVision iOS Field APP (online and offline, requires initial map download)	Included
Real Time Tracking on Field Map for iOS Field APP Users	Included
Activity Card Management	Included
ones and SubZone Management	Included
oint, Poly, and Line Site Management	Included
service Requests: CRM, SR Management, Public SR Page	Included
Лу Task (Server only. Assignments: AC, Lab, SR, Workflow, etc.)	Included
ML and Shapefile Upload to Field Map	Included
Mapping: Adult + Larval Mosquito Surveillance Data	Included
Mapping: Rainfall + Landing Rate Surveillance	Included
Mapping: Mosquito Pool and Dead Bird Test Results	Included
Mapping: Sentinel Chicken Test Results	Included
Ground & Aerial Treatment Plan Workflow, Vehicle & Aircraft Mission Replay	Included
ABORATORY & SURVEILLANCE	
aboratory Surveillance/Mosquito Pool Map	Included
Sentinel Chicken Flock Management	Included
ick Surveillance	Included
Heightened Surveillance	Included
Parcel Inspection Plan	Included
ADMINISTRATION	
Main Dashboard Information Page (SR, SR Alerts, Announcements, Lab, AC)	Included
Notification System (Emails, Tasks, etc.)	Included
Jser Management	Included
Jser Preferences and Access Rights Management	Included
Audit Logs and Sign-On History	Included
Master Management & System Setting Feature	Included
Extensive Rules and Legend Management System	Included
Equipment and Vehicle Maintenance	Included
ntegrations (VectorSurv)	Included
Norkflow and Task Assignment System	Included
nventory Management & Reconciliation (Real Time)	Included
REPORTING	
ier I - Standard Reporting - 10 Reports Included	Included
ier II - Microsoft Power BI - Dashboards and Visualizations	Included
SSENTIAL MIGRATION	
Master Management System Set-Up Data Migration	Included
Illows customer to manage the following master tables:	Included
action Types, Announcement, Application Type	Included
Breeding, Calibration, City, County	Included
quipment, Holiday, Inventory Variance Reason	Included

5/4/2023

Included

Total without SSMA:	\$162,000
On-Site Training incl Travel (based on requirements)	Included
Microsoft Power BI - Tier III - On line User Training	Included
/irtual Training (based on requirements)	Included
ouTube Training Videos	Included
TRAINING	
LO. Migration of Legacy Data	Included
9. User List - Customers responsibility for input	Included
B. Equipment Data	Included
7. Vehicle Info – Trucks, Aircrafts	Included
5. Warehouse & Lot Setup	Included
5. Item and Material Master Data (Chemical Inv and Chemicals Applied)	Included
I. Sites and associate site types and sub types	Included
B. Treatment Plan Polygons (if applicable)	Included
2. Parcel Data (If Applicable)	Included
L. Zones / Sub Zone (If applicable)	Included
Essential Data Load	moraded
/ehicle Equipment, Vehicles, Warehouse Locations	Included
State, Surroundings, Testing Lab, Testing Method, Testing Result, Trap Type	Included
/isit Type, Species, Service Request Status, Service Request Type, Standard Treatment	Included
Site Document Type, Site Flag, Site Properties, Site Sub Type	Included
Rules, Legend	Included
Pathogens, Population Class	Included
Notification Type, Notification User	Included
Maintenance, Maintenance Sub Type, Material Master	Included
Ability to import data such as geo-locations to specific programs like catch basins, curbs, etc. and Ilso registered trap sites from data sources like excel file or map layer.	Included

TOTAL w/FIRST YEAR SSMA:	\$180,000
Offline iOS Field App Map Tile Downloads - Initial tile download, once time expense unless admin approved any updates	Included
- Servers, iOS server and maintenance, support	
Annual Recuuring MapVision G3 Service, Support, and Maintenance Agreement (SSMA)	\$18,000

Supplemental Information

CUSTOMIZATIONS AVAILABLE		
Billing & Invoicing with Customized Pricing Schedule	Included	
Tier III - Microsoft Power BI - Customized Reports, Visualizations, and Analytics	Included	

EQUIPMENT

Not applicable at this time.

Qualifiers:

iPad & mounting and cases - Customer will procure

Any Federal, state and/or local taxes are the customer's responsibility

Data Migration - Current data sets for any legacy data are to be included

LEA will migrate all current PBI Tier III reporting to new architecture in MV G3

Customizations &/or Enhancements will be documented and charged at \$250/HR

24 Months of Legacy data for iPad Field App

Execution of License and Support Agreement, Service & Support, Specifications document, milestones and timeline

Optional Virtual Training in lieu of on-site training is available

Terms

Terms: 50% upon acceptance of proposal, milestones and three additional payments scheduled thereafter (20%, 20% and 10%)

Milestone/Invoice #	%	Amount	Balance Due
		\$180,000.00	_
Acceptance of Proposal	50.0%	\$90,000.00	\$90,000.00
Servers, iPAD apps and Essential Data Load	20.0%	\$36,000.00	\$54,000.00
UAT, Training	20.0%	\$36,000.00	\$18,000.00
Go-Live	10.0%	\$18,000.00	\$0.00
	100.0%	\$180,000.00	

1. Environment Setup - Server and iOS

Setup Dev , Test & Prod environments

Create separate code branches (server & iOS)

Update customer logo, default address etc.

Remove / Clean up all test transactional data

Enable / Disable modules as required

Create Test users accounts in different roles as needed (for developers, LEA and the customers)

Create a new iOS Build (Field App and ULV FC App if applicable)

Ensure all default settings needed for iOS are In place

Establish & Test Data Sync (2-way communication with the server)

2. Essential Data Load

Zones / Sub Zone (If applicable)

Parcel Data (If Applicable)

Treatment Plan Polygons (if applicable)

Sites and associate site types and sub types

Item and Material Master Data

Warehouse & Lot Setup

Vehicle Info - Trucks, Aircrafts

Equipment Data

3. PBI - Standard

Up to 4 hours of Power BI Intro and Training sessions

Power BI Data Model, Standard Reports and Dashboards

Power Accounts (T2 and T3) for the customer

Data gateway and data refresh setup

Power BI Embedded integration

4. All additional customizations such as the list below will be estimated and charged separately

Historical Data Load

Contact Data

Services requests

Surveillance Data (for different Data)

Lab & Test Data

Operations Data

Activity Card, Inventory and other

Customizations

Any Modifications that require UI, API or DB changes

Any master data changes that require custom coding

New Module development

PBI Customization as required and / or requested by customer

Other terms

- · The expected duration of each migration will be 4 months for the base features (excluding any client delays), other customizations, legacy data, etc. will be phased over the course of the project
- · Any features where were not tested, or defects identified after 90 days of Migration completion will be part of the Managed Services support
- \cdot Sign off at the end of the migration by LEA/end customer
- · Future changes or enhancements will be estimated, quote provied and charged as additional fixed fee

Services and Work Supervision

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

GAP Features Identified in MV G2 to reproduce in MV G3	Issue #	
Gap Analysis - Inventory Management	10161	Included
Gap Analysis - Operations - Treatment Plan Multi download	10167	Included
Gap Analysis - Gen 3 - H Sites (Inspector treatment site/blocks) (Server and field app)	10168	Included
Gap Analysis - Power BI Integration - Move all Gen 2 reports to Gen 3	10169	Included
Gap Analysis - Fuel Report	10170	Included
Gap Analysis - Tier 1 - Fuel Report	10170	Included
Gap Analysis - KML layer modification screen lock (Same a Gen 2)	10171	Included
Gap Analysis - Site Treatment annotation - Billing minutes	10184	Included
Gap Analysis - Field Map filter options	10191	Included
Gap Analysis - Activity Card - Fuel Management	10373	Included
Gap Analysis - Site Treatment Annotation - Save and Add new Treatment - Field app/Server	10374	Included
Gap Analysis - Inventory - Inventory Item Manage - Default display records Month to date	10375	Included
Gap Analysis - Public Map - Positive Results data display	10376	Included
Enhancement - Home/ Dashboard - Display available qty in Truck by user	10377	Included
Gap Analysis - Activity Card - Odometer(Server and Field app)	10383	Included
Invoice - Download/Send Email	10165	Included
Customer - Upload KML/KMZ, Edit Annotation with comments	10166	Included

FEATURES NOT SELECTED IN PROPOSAL

Butte Co elected not to purchase the MV G3 ULV FC App and associated equipment at this time (4/18/23 Zoom Meeting

MAPVISION FLOW CONTROL				
MapVision iOS ULV Flow Control APP	0	\$7,350.00	\$0.00	\$0.00
On-Site Installation and Training	0	\$6,000.00	\$0.00	\$0.00
MAPVISION FLEETVISION (Real Time Asset Tracking: Vehicles, ATVs, Boats, Aircraft)				
MapVision FleetVision Hardware	0	\$349.00		\$0.00
FleetVision - Per unit Activation/Re-Activation Fee (on/off option for seasonal use)	0	\$40.00		\$0.00
FleetVision - Mthly cellular Fee	0	\$40.00		\$0.00
CUSTOMIZATIONS AVAILABLE				
Social Media Integration (Requirement needed from Customer)		TBD	Av	ailable

230418 V2 Butte MVG3 Proposal

Swimming Pool Imagery Import & Management (Estimated)	\$25,000.00		Available
Survey Integration Tool (SurveyMonkey, etc.)	\$5,250.00		Available
Rodents & Wildlife Surveillance	\$5,250.00	\$0.00	Available

EXHIBIT A

March 30, 2023

Owner:

Butte County Mosquito and Vector Control Contact: Matt Ball 5117 Larkin Road Oroville, CA 95965

RE: Architectural and Engineering Services

Maintenance Building Expansion

Oroville, CA 95965

Dear Matt.

Thank you for the request to assist you with projects at the Butte County Mosquito and Vector Control Department. We appreciate the opportunity to serve you and look forward to building a long and lasting relationship. Based on the request for our design services for the building expansion at the Larkin Road maintenance yard in Oroville, we offer the following proposal for your consideration.

SCOPE OF WORK

Russell, Gallaway Associates, Inc. ("RGA") understands the Scope of Work associated with this project. We understand the Scope of Work to consist of interior renovations including:

- .01 30-to-35-foot expansion on the east side of the existing shop building.
- .02 Grading, drainage and pavement design on the northeast portion of the yard.
- .03 Electrical study to determine capacity to add EV charging in the existing shop building.

SCOPE OF SERVICES

RGA will provide the following Scope of Services to the Butte County Mosquito and Vector Department (herein after called "Owner").

Part 1 - Documentation of Existing Conditions

- 1.01 Prepare documentation of the above-mentioned existing building for the purposes of architectural, structural, civil and electrical design, including:
 - .01 Verification of existing site conditions and utilities.
 - .02 Topographic survey of the area of renovation.
 - .03 Preparation of a Building Information Model ("BIM") in Revit including architectural and structural components.

- .04 Determination of existing electrical service and current usage.
- .05 Provide up to two (2) site visits for verification of existing conditions.

Part 2 - Schematic Design

- 2.01 Based on the information produced in Part 1, and direction provided by the Owner, prepare Schematic Design Documents for Owner approval. Deliverables include:
 - .01 Preliminary site
 - .02 Preliminary floor plan
 - .03 Preliminary exterior elevations
 - .04 Electrical study and written technical memo of findings

Part 3 - Design Development

- 3.01 Based on Owner-Approved Schematic Design Documents, prepare Design Development Documents for Owner approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and typical construction details to fix and describe the size and character of the project as to architectural and structural elements. Deliverables include:
 - .01 Site plan
 - .02 Floor plan
 - .03 Reflected ceiling plan
 - .04 Preliminary grading and paving plans
 - .05 Storm Water SWPPP plan

Part 4 - Construction Documentation

- 4.01 Based on Owner-Approved Design Development Documents, prepare Construction Documents for design review and approvals by the County of Butte. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings setting forth in detail for the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project as to architectural and structural elements.
- 4.02 Attend up to four (4) meetings to review and facilitate Owner approval of Construction Documents. Deliverables include:
 - .01 One (1) approved set of Construction Documents.
 - .02 One (1) approved set of book format specifications.
- 4.03 Provide a cost estimate for the project.
- 4.04 Respond to County of Butte comments regarding RGA's designs to secure approvals.

Part 5 - Bidding Assistance

- 5.01 Review and respond to questions and proposed substitutions from prospective contractors. Provide clarifications and interpretations regarding RGA's design to the prospective bidders in the form of addenda.
- 5.02 Attend bid opening with Owner.

Part 6 - Construction Administration

- Attend weekly job site meetings during construction. Meeting minutes shall be prepared for distribution by others to Owner and all attendees.
- 6.02 Review and approve, or take other appropriate action upon, Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. RGA's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. RGA's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 6.03 Review and respond to requests for information about the Contract Documents. RGA shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. RGA's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, RGA shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- 6.04 Conduct observation of the Work related to the Architect's Portion of the Project to assist the Contractor and Owner in determining the date or dates of Substantial Completion and the date of Final Completion. Engineering consultants will make up to two site visits during this phase.

COMPENSATION

Given the opportunity for the Scope of Work for this project to be further identified and modified during the life of the project, RGA recognizes the need for flexibility in our services to accommodate changes in the project. As such, RGA proposes to complete the above Scope of Services on a fee basis follows:

Part 1	Fixed Fee	\$5,500	(Five-Thousand, Five-Hundred Dollars)
Part 2	Fixed Fee	\$10,500	(Ten-Thousand, Five-Hundred Dollars)
Part 3	Fixed Fee	\$8,500	(Eight-Thousand, Five-Hundred Dollars)
Part 4	Fixed Fee	\$14,200	(Twelve-Thousand, Two-Hundred Dollars)
Part 5	Fixed Fee	\$3,500	(Three-Thousand, Five-Hundred Dollars)
Part 6	Fixed Fee	\$12,500	(Nine-Thousand, Five-Hundred Dollars)

Total Proposed Fee = \$54,700

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions and exclusions. Additional services, if required, would be billed per the attached Schedule of Hourly Rates and Charges.

- 1. Preparation of "as-built" post-construction drawings is not included but is available.
- 2. RGA assumes and Owner acknowledges that any information provided to RGA for their use in the project by Owner shall be free of copyright restrictions. Owner will hold RGA harmless for any misrepresentation of such.
- 3. RGA is not responsible for means and methods of demolition or construction.
- 4. This proposal does not include additional sub-consultant work that is required including, but not limited to fire sprinkler or fire alarm design.
- 5. Fixtures, equipment, security systems, and data systems for the space shall be designed by others.
- 6. Mechanical, Electrical, and Plumbing (MEP) designs shall be provided by RGA.
- 7. This proposal does not include structural, materials, or soils testing.
- 8. This proposal includes an accessibility assessment to determine path of travel accessibility requirements but does not include the preparation of a CASP Report.
- 9. This proposal does not include furniture design, specifications, or purchasing.
- 10. Unforeseen conditions uncovered during demolition or construction that result in additional services required to address renovations, repairs, or reconfiguration of the existing building or proposed new construction that is not depicted in the approved Construction Documents shall be addressed as an extra service billed hourly in accordance with the attached Schedule of Rates and Reimbursables.
- 11. Extra service items to be billed on an hourly basis include, but are not limited to the following:
 - Payment of any fees
 - Services required due to significant changes (those that exceed a 10% change in the construction cost) in the project after completing Schematic Design phase.
 - Preparation of documents for bid alternates.
 - Design of signage or marketing materials.
- 12. In the event RGA's fee schedule changes due to any increase of costs such as the granting of wage increase and/or other employee benefits due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.
- 13. Plots as required for permitting will be billed separately as a reimbursable expense as itemized below. It should be assumed that at a minimum, a submittal and resubmittal will be required for the local jurisdiction. Check sets of drawings will be provided to Owner as reductions on 11" x 17" bond paper. Full sized prints are available upon request and will be billed as a reimbursable. The Owner is entitled to an electronic pdf set of drawings that can be outsourced to other printing providers, but it should be noted: most jurisdictions require a "wet signature" on all pages of the submittal sets.
- 14. If any of the following circumstances affect RGA's services for the Project, RGA may,

at the Owner's reasonable discretion, be entitled to an appropriate adjustment in the RGA's schedule and compensation.

- .01 Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service.
- .02 Enactment of revisions of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service.
- .03 Decision of the Owner or Owner not rendered in a timely manner.
- .04 Changes in the Project including, but not limited to, size, quality, complexity, the Owner's or Tenant's schedule or budget or procurement method.
- 05. Failure of performance on the part of the Owner or the Owner's consultants or contractors.
- .06 Preparation for an attendance at a public hearing, at the request of the Owner, or on the Owner's behalf, a dispute resolution proceeding or a legal proceeding except where RGA is party thereto unless otherwise included in Scope of Services.

Statements for services of RGA will be submitted on a monthly basis. Statements will be mailed to the address provided by the Owner and will be immediately due and payable. Payment is Net Due thirty days from invoice date. If payment is not so made, interest will be due on the amount of the statement at the rate of 18 percent per annum beginning thirty (30) days after the date of the statement until the same is paid. Compensation for RGA's services shall not be contingent upon Owner's ability to collect from others.

It would be unfair for RGA to be exposed to liability for his or her failure to perform a service not included in the scope of work described in this agreement. Owner hereby waives any claim against RGA and agrees to defend, indemnify and hold harmless RGA from any claim or liability for injury or loss allegedly arising from RGA's failure to perform a service not included in the scope of the work described in this agreement; including but not limited to any claims against landowner, developer, or Construction Manager.

Due to scheduling issues, RGA reserves the right to withdraw or modify this proposal if it is not accepted within 30 days. If you have any questions, or require any additional information please give us a call at (530) 342-0302. Thank you for considering Russell, Gallaway Associates, Inc. for your design needs.

Best Regards,

Accepted By:

Don, Russell, P.E., CASp

Lic. No. C58201 Department Matt Ball

Butte County Mosquito and Vector Control

2023 RGA SCHEDULE OF RATES and REIMBURSABLES

Hourly Rates	
Principal Architect / Engineer	\$240.00/hr
Licensed Architect / Engineer	\$190.00/hr
Project Manager / Senior Drafter	
CAD Operator / Jr. Engineer	
Jr. CAD Operator	\$100.00/hr
Clerical	\$70.00/hr
Reimbursables	
Blueprints printed outside of RGA	Cost +10%
Computer Plots	
<u>Line Drawings</u>	
24"x36" Bond	•
30"x42" Bond	\$3.50 each
36"x48" Bond	\$4.40 each
Presentation Drawings	
8.5"x11" Bond - Color	\$1.55 each
11"x17" Bond - Color	\$2.80 each
24"x36" Bond - Color	\$11.50 each
30"x42" Bond - Color	\$29.50 each
24"x36" Bond - Color - Mounted on Foam Core	\$45.50 each
30"x42" Bond - Color - Mounted on Foam Core	\$52.00 each
8.5"x11" Photo - Color	\$15.50 each
11"x17" Photo - Color	\$19.00 each
24"x36" Photo - Color	\$58.00 each
30"x42" Photo – Color	\$85.00 each
24"x36" Photo - Color - Mounted on Foam Core	\$73.00 each
30"x42" Photo - Color - Mounted on Foam Core	\$95.00 each
<u>Photocopies</u>	
8-1/2" x 11"	
8-1/2" x 14	\$0.19/copy
11" x 17	\$0.24/copy
Copies printed outside of RGA	Cost + 10%
<u>Miscellaneous</u>	
Mileage	59 cents/mile
All Other Project Related Items	Cost + 10%

As of Jan 1, 2023



Architectural and Engineering Design Services Agreement Between Client & Architect

This AGREEMENT is made on May 3, 2023

Between the CLIENT: Butte County Mosquito and Vector Control District (MVCD)

5117 Larkin Road Oroville, CA 95965

And the ARCHITECT: Nichols, Melburg & Rossetto (NM&R)

555 Main St., Suite 300

Chico, CA 95928

For the PROJECT: Metal Building Expansion and North Service Area

Paving Replacement

LOCATION: 5117 Larkin Road

Oroville, CA 95965

SECTION 1 – DESCRIPTION AND UNDERSTANDING OF PROJECT

This project consists of the Schematic Design (SD), Design Development (DD), 1.1 Construction Document (CD), Bidding & Negotiation and Construction Administration (CA) phases for an expansion of the existing north most metal building and replacement of the ac paving throughout the northern portion of the service yard area. The new metal building will have one large overhead door to match the existing door and a single man door for access. Space for pallet racking will be provided and a central sump pit will be provided inside the building addition for washing down equipment. The building profile will match the profile of the existing building. Since the project will be competitively bid, the actual metal building will be a deferred approval, however our structural engineer will size the footings and foundation for the new building. Electrically we will extend existing light circuits and modify electrical within the existing building to accommodate the addition. An electrical assessment of the facilities existing electrical capacity will be performed and EV Charging Stations will be added to the existing shop building. We have also included civil scope in our proposal. We will obtain a site survey of the entire north portion of the facility and the plans will include the work

required to remove the existing paving and install new paving throughout (see attached site sketch). Existing drainage issues will be corrected, and storm drain inlets may be added as necessary to improve drainage. It is assumed that no ADA Upgrades will be required as part of this work.

1.2 The A-E design team will comprise architectural, structural, electrical, and civil engineering consultants.

SECTION 2 - ARCHITECT'S BASIC SERVICES & RESPONSIBILITIES

The following services comprise the sum of all the services of NM&R and its consultants.

2.1 PRE-DESIGN SERVICES

Prepare documentation of the above-mentioned existing building for the purposes of architectural, structural, civil and electrical design, including:

- 2.1.1 Verification of existing site conditions and utilities.
- 2.1.2 Topographic survey of the area of renovation.
- 2.1.3 Preparation of plans (architectural and structural components) in autocad.
- 2.1.4 Determination of existing electrical service and current usage.
- 2.1.5 Provide up to two (2) site visits for verification of existing conditions.

2.2 SCHEMATIC DESIGN (SD) PHASE SERVICES

Based on the information produced in Part 1, and direction provided by the Owner, prepare Schematic Design Documents for Owner approval. Deliverables include:

- 2.2.1 Preliminary site
- 2.2.2 Preliminary floor plan
- 2.2.3 Preliminary exterior elevations
- 2.2.4 Electrical study and written technical memo of findings.

2.3 DESIGN DEVELOPMENT (DD) PHASE SERVICES

Based on Owner-Approved Schematic Design Documents, prepare Design Development Documents for Owner approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and typical construction details to fix and describe the size and character of the project as to architectural and structural elements. Deliverables include:

- 2.3.1 Site plan
- 2.3.2 Floor plan
- 2.3.3 Preliminary grading and paving plans

2.3.4 Storm Water SWPPP plan

2.4 CONSTRUCTION DOCUMENT (CD) & PERMIT SUBMITTAL SERVICES

Based on Owner-Approved Design Development Documents, prepare Construction Documents for design review and approvals by the County of Butte. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings setting forth in detail for the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project as to architectural and structural elements.

- 2.4.1 Attend up to four (4) meetings to review and facilitate Owner approval of Construction Documents. Deliverables include:
- 2.4.2 One (1) approved set of Construction Documents.
- 2.4.3 One (1) approved set of book format specifications.
- 2.4.4 Provide a cost estimate for the project.
- 2.4.5 Respond to County of Butte comments.

2.5 BIDDING & NEGOTIATION PHASE SERVICES

- 2.5.1 Attend and assist County with Pre-Bid meeting and Site Walk.
- 2.5.2 Respond to questions for prospective bidders and assist County with the preparation of addenda documents as required.
- 2.5.3 Review bid documents, including Bid Tabulations forms, Sub lists and Notice of Contract with Client. Architect to assist with the evaluation of potential contractor's inclusion and exclusions, i.e. substitution requests, to show compliance with the requirements of the Project Manual.

2.6 CONSTRUCTION ADMINISTRATION (CA) PHASE SERVICES

Architect shall conduct the administration of the project through assistance and clarifications of the construction documents for the Contractor so that the execution of the project adheres to the approved construction documents. This phase will commence with the award of the Contract for Construction via a Notice to Proceed.

- 2.6.1 The architect shall participate in a pre-construction meeting.
- 2.6.2 The architect shall review all submittals according to the project manual.
- 2.6.3 The architect shall participate in on-site meetings each week for duration of construction as detailed in initial project schedule supplied by contractor at beginning of construction. Site meetings/visits shall include; review of construction schedule and progress, review directive to Contractor, conduct photo documentation and produce meeting minutes and site visit reports to be distributed to the project team. For extended work schedule see Additional Services.
- 2.6.4 Provide telephone and electronic consultation to Client and Contractor.

- 2.6.5 Issue Clarifications/ASI's as required.
- 2.6.6 Issue and obtain approval of Change Orders required due to unforeseen conditions or minor conflicts in the construction documents. Change Orders due to Client requested revisions are Additional Services.
- 2.6.7 Process all construction administration-related documents through NM&R's "Alliance2Build" project management system.
- 2.6.8 Prepare punch list.

SECTION 3 – ADDITIONAL SERVICES

The following services *are not* included in our scope of services, but can be provided by NM&R as an additional service, billed in accordance with the attached hourly rate and reimbursement schedule.

- 3.1 Preparation of Parcel Maps, easement plats and/or legal descriptions, American Land Title Association (ALTA) surveys and maps or flood studies.
- 3.2 Payment of entitlement, review, development, permit, testing or inspection fees.
- 3.3 Preparation of or payment for SWPPP—grading, field monitoring or storm water testing.
- 3.4 Pre- or post-construction ALTA survey.
- 3.5 Design of automatic fire suppression systems; a performance specification will be provided to accommodate bids by design-build subcontractors.
- 3.6 Presentation drawings or renderings beyond simple 3-D sketch-up views used to communicate the design to the client and generate early design sketches.
- 3.7 Work involving environmental impact reports or entitlements other than Planning or Administrative approval.
- 3.8 Hydrology studies or accommodation of drainage from adjacent parcels.
- 3.9 Preparation of plans, studies or documents relating to obtaining a National Pollutant Discharge Elimination System (NPDES) Permit.
- 3.10 Analysis or design of improvements or extensions of on or off-site utilities made necessary by the proposed project.
- 3.11 Work required due to default of Contractors or serious deficiencies in the work of Contractors or construction subcontractors.
- 3.12 Value engineering exploration.
- 3.13 Interior design services beyond specification of basic finish materials.
- 3.14 Preparation of or assistance with utility service requests or applications.
- 3.15 Landscape and/or irrigation design services.
- 3.16 Design of telephone, security or data systems.
- 3.17 Additional scope Change Orders requested by the client.
- 3.18 Preparation of Record Documents.
- 3.19 Design and Documentation related to LEED certification.
- 3.20 Electrical Panel Readings.
- 3.21 Design for Photovoltaic Systems.
- 3.22 Design for Level 3 EV Chargers
- 3.23 Mechanical and Plumbing Design
- 3.24 Fire Sprinkler and Fire Alarm Design
- 3.25 Cost Estimation Services

SECTION 4 – CLIENT'S RESPONSIBILITIES

- 4.1 Client shall, at its own expense, provide full information concerning its design objectives, constraints and criteria. Client shall furnish existing building plans and other data available as expeditiously as necessary for the orderly progress of Architect's professional services.
- 4.2 Architect shall be entitled to rely on accuracy of the information provided by Client.
- 4.3 Client, with consultation from Architect, shall make application to all agencies having jurisdiction over the Project and shall pay all plan review fees, permit fees, application fees and development fees.
- 4.4 Client shall designate an individual to act as the prime liaison with Architect and Architect's consultants. It assumed this individual will be Steven Gibson. Client shall furnish required information, review Architect's work for conformity with Client's objectives and render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's services.
- 4.5 Client shall maintain a reasonable construction contingency for unknown conditions, minor defects or omissions in the design documents, and escalation in the price of materials and labor.

SECTION 5 – HAZARDOUS MATERIALS

5.1 Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the Project site or adjacent areas that may affect the performance of Architect's services, the Architect may, at its option and without liability for consequential or other damages, suspend performance of its services under this Agreement until Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the Project site is in full compliance with all applicable laws and regulations.

SECTION 6 – OWNERSHIP AND USE OF DOCUMENTS

6.1 All original drawings, specifications and reproductions made for or in conjunction with this Project shall remain and exclusive property of Architect. Client shall have the right to use documents prepared by Architect in connection with continued or future work to the Project. Architect shall retain one (1) reproducible set of plans of the Project for the purpose of answering future questions raised by

Client. If Client uses any drawings or other materials prepared by Architect for any purpose other than the construction of the Project, Architect shall not be liable to Client for any damages resulting from such use and Client shall indemnify and hold Architect harmless from any claim made by a third party for such use.

SECTION 7 - PROFESSIONAL LIABILITY

- 7.1 Architect agrees to maintain professional liability insurance in force throughout the duration of the project with a policy limit of \$2 million per claim.
- 7.2 It would be unfair for the Architect to be exposed to liability for its failure to perform a service not included in the scope of work described in this agreement. Client hereby waives any claim against Architect and agrees to defend, indemnify and hold Architect harmless from any claim or liability for injury or loss allegedly arising from Architect's failure to perform a service not included in the scope of the work described in this agreement, other than those solely resulting from the Architect's negligent acts, errors and omissions. Client further agrees to compensate Architect for any time spent or expenses incurred by Architect in defense of any such claim, in accordance with Architect's prevailing fee schedule and expense reimbursement policy.
- 7.3 The Architect agrees to indemnify and hold Client harmless from any claim or liability for injury or loss, other than those arising out of the Client's sole negligence.
- 7.4 It is understood and agreed that Architect has no constructive use of Client's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in Client's General Contractor.

SECTION 8 – TERMINATION OF AGREEMENT

8.1 Either party upon ten (10) days written notice may terminate this Agreement. Should this occur, Architect shall be compensated for all services performed to termination date, expenses directly attributable to termination, and Reimbursable Expenses due.

SECTION 9 – BASIS OF COMPENSATION

9.1 Compensation due the architect and its consultants shall be on a fixed fee of \$116,240.00 (One Hundred Sixteen Thousand, Two Hundred Forty Dollars) exclusive of reimbursable expenses (per attached rate sheet). Charges for

- Services described above shall be billed monthly and in proportion to the services performed.
- 9.2 Additional Services compensation shall be on an hourly rates and charges basis in accordance with Architect's current Schedule of Hourly Rates and Charges per Attachment A, or per the consultant's similar schedule. All additional services will be approved in writing by client prior to proceeding.
- 9.3 Client shall be responsible for payment of certain Reimbursable Expenses which include actual expenditures made by the Architect in the interest of the Project for the following:
 - 9.3.1 Fees paid for securing approval of authorities having jurisdiction over the Project.
 - 9.3.2 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Architect and Architect's consultants.
- 9.4 The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- 9.5 Client agrees to pay Architect within thirty (30) days after the date of billing. Payments due Architect and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1% per month which is an annual percentage rate of 12%. If payment is not received within thirty (30) days, Architect may, at his discretion, stop work until payment is received. Compensation for Architect's services shall not be contingent upon Client's ability to collect from others.
- 9.6 The Client may, at any time, terminate the Contract for the Client's convenience and without cause. Upon receipt of written notice from the Client of such termination for the Client's convenience, the Architect shall cease all work related to the project. The Client agrees to compensate the Architect for all work performed to the date the Architect receives the written notice to terminate.

SECTION 10 – DISPUTE RESOLUTION

10.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the

- institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation.
- 10.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 10.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 10.4 In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

SECTION 11 - MISCELLANEOUS PROVISIONS

- 11.1 This Agreement shall be governed by the laws of the State of California, except that it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement.
- 11.2 Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement. Neither Client nor Architect shall assign or otherwise transfer his interest in this Agreement without written consent of the other except that Architect reserves the right to retain duly licensed persons, firms or corporations as engineering or design consultants for portions of the Work herein provided for.
- 11.3 If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.
- 11.4 Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

- 11.4.1 Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
- 11.4.2 Obligating Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances; or
- 11.4.3 An assumption by Architect of the liability of any other party.

AGREED:	
Architect:	Authorization by Client:
Kenin Fatette	
Kevin Robertson, Principal Architect CA Architect's License No. C33532	Signature (Person signing represents they are Legally authorized to sign on behalf of entity)
-	<i>5</i> ,
Nichols, Melburg & Rossetto 555 Main Street, Suite 300	Butte County
Chico, CA 95928	Title:
	Date:



HOURLY RATE & REIMBURSABLE RATE SCHEDULE (EFFECTIVE JANUARY 1, 2022)

ARCHITECTURAL SERVICES	HOURLY RATES
Principal Architect	
Associate Principal Architect	
Senior Associate Architect	\$200/hour
Associate Architect	\$195/hour
Senior Project Architect	
Architect, CASp	
Project Architect / Manager	
Architect	
Project Technician III	
Project Technician II	
Project Technician I	
Medical Equipment Planner	
Architectural Intern	
Technical Assistant	· ·
Administrative	\$65/hour
INTERIOR DESIGN SERVICES	
Interior Design Director	
Senior Interior Designer	\$160/hour
Interior Designer	
Junior Interior Designer	
Interior Design Intern	\$100/hour
STRUCTURAL ENGINEERING SERVICES	
Principal Structural Engineer	
Associate Principal Structural Engineer	
Senior Associate Structural Engineer	\$210/hour
Associate Structural Engineer	\$190/hour
Structural Engineer	
Senior Project Engineer	\$175/hour
Project Engineer	
Structural Technician	\$145/hour
Structural Intern	\$100/hour
ConsultantsDi	
Reimbursable ExpensesDi	rect Cost + 10%
Prints, Copies, Shipping, Plotting, Renderings, Travel Expenses, Project Website, Ager	
Mileageper IF	rs standard Rate



REIMBURSABLE EXPENSE RATES:

IN-HOUSE REPROGRAPHICS			
Prints	12x24, 15x21, 18x24	\$1.75/each	
Prints		\$2.50/each	
Prints	30x42	\$3.50/each	
Copies	8-1/2x11	\$.10/each	
Copies	8-1/2x14	\$.15/each	
Copies	11x17	\$.20/each	
Color Copies	8-1/2x11	\$.50/each	
Color Copies		\$.75/each	
Plots		\$4.00/each	
Plots	30x42 Bond	\$5.00/each	
Color Plots	15x24 Bond	\$12.50/each	
Color Plots	24x36 Bond	\$20.00/each	
Color Plots	30x42 Bond	\$25.00/each	
Presentation Board Materials\$50.00/each			
Scanning	12x24, 15x21, 18x24	\$.55/page	
Scanning		\$1.15/page	
Scanning		\$1.65/page	
Scanning	36x48	\$2.15/page	
Printing by outside source Actual Expense + 10%			
Alliance2Build (A2B) Project Management System:			
Server and Database use			
TRAVEL EXPENS	ES		
Mileage			
Other Travel Related Expenses			
	•		
AGENCY FEES			
Approval and Pla	an Check Fees	Actual Expense + 10%	
CONSULTANTS			
	as	Actual Expense + 10%	
Consultant Reimbursable Expenses			
·			
OTHER PROJECT RELATED ITEMS Actual Expense + 10%			

SCOPE OF WORK for Butte County Mosquito and Vector Control District

Scope of Work to consist of interior renovations including:

- 1. 30-to-35-foot expansion on the east side of the existing shop building with a centralized sump.
- 2. Grading, drainage and pavement design on the northeast portion of the yard.
- 3. Electrical study to determine capacity to add EV charging in the existing shop building. Include needed electrical updates to install EV Charging Stations.

SCOPE OF SERVICES

Provide the following Scope of Services:

Part 1 - Documentation of Existing Conditions

Prepare documentation of the above-mentioned existing building for the purposes of architectural, structural, civil and electrical design, including:

- 1. Verification of existing site conditions and utilities.
- 2. Topographic survey of the area of renovation.
- 3. Preparation of a Building Information Model ("BIM") in Revit including architectural
- 4. and structural components.
- 5. Determination of existing electrical service and current usage.
- 6. Provide up to two (2) site visits for verification of existing conditions.

Part 2 - Schematic Design

Based on the information produced in Part 1, and direction provided by the Owner, prepare Schematic Design Documents for Owner approval. Deliverables include:

- 1. Preliminary site
- 2. Preliminary floor plan
- 3. Preliminary exterior elevations
- 4. Electrical study and written technical memo of findings

Part 3 - Design Development

Based on Owner-Approved Schematic Design Documents, prepare Design Development Documents for Owner approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and typical construction details to fix and describe the size and character of the project as to architectural and structural elements. Deliverables include:

- 1. Site plan
- 2. Floor plan
- 3. Reflected ceiling plan
- 4. Preliminary grading and paving plans
- 5. Storm Water SWPPP plan

Part 4 - Construction Documentation

Based on Owner-Approved Design Development Documents, prepare Construction Documents for design review and approvals by the County of Butte. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings setting forth in detail for the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project as to architectural and structural elements.

- 1. Attend up to four (4) meetings to review and facilitate Owner approval of Construction Documents. Deliverables include:
- 2. One (1) approved set of Construction Documents.
- 3. One (1) approved set of book format specifications.
- 4. Provide a cost estimate for the project.
- 5. Respond to County of Butte comments.

Part 5 - Bidding Assistance

- Review and respond to questions and proposed substitutions from prospective contractors. Provide clarifications and interpretations to the prospective bidders in the form of addenda.
- 2. Attend bid opening with Owner.

Part 6 - Construction Administration

- 1. Attend weekly job site meetings during construction. Meeting minutes shall be prepared for distribution by others to Owner and all attendees.
- 2. Review and approve, or take other appropriate action upon, Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
- 3. Review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. If appropriate, NMR and team shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- 4. Conduct observation of the Work related to the Architect's Portion of the Project to assist the Contractor and Owner in determining the date or dates of Substantial Completion and the date of Final Completion. Engineering consultants will make up to two site visits during this phase.

