



Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250
Phone: 530-533-6038 • Fax: 530-534-9916
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:** October 9, 2024
2. **Call to Order** – 4:00 PM (Call Roll)
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:** September 11, 2024
5. **Persons Wishing to Address the Board Pertaining to Closed Session Matters:** N/A
6. **Closed Session Announcement (District Legal Counsel Present):** None
7. **Reports: (7.1 – 7.5)**
- 7.1 **District Manager's Report**

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

7.2 **District Departments Report**

The Assistant 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.

7.3 **2024 / 2025 First Quarter Fiscal Report**

By the time of the Board Meeting, staff will have the 2024/2025 1st quarter fiscal report prepared and available for review. The Administrative Manager will discuss and explain the report. Additionally, the District Manager will be available to answer questions and assist in explaining the report.

7.4 2024 BCMVCD 3rd Quarter Newsletter

The Assistant Manager will review the District's 3rd Quarter Newsletter and will report on the topics presented in the newsletter.

7.5 Board of Trustees Terms

Board of Trustees; Member Starkey has a term expiring December 31, 2024, and will be asked if reappointment is desired. If reappointment is desired, District staff will send letters to those Members respective appointing bodies reminding that their appointee's term is expiring.

8. Policy Matters: (8.1 - 8. 4)

8.1 Consider a Memorandum of Understanding (MOU) with Golden State Risk Management Authority

The Board will be asked to consider an MOU with Golden State Risk Management Authority (GSMRA). GSMRA's Board approved final amendments to the GSRMA Health MOU and directed staff to distribute to Members for execution.

8.2 Consider Amendments to Personnel Policy, Policy 7075, Workers Compensation

The Board will be asked to consider amendments to Personnel Policy, Policy 7075, Workers Compensation. These amendments were recommended by the District's legal counsel.

8.3 Consider Amendments to Personnel Policy, Policy 7045, California Family Rights Act (CFRA) Leave

The Board will be asked to consider amendments to Personnel Policy, Policy 7045, California Family Rights Act Leave. The proposed amendments are to be concurrent with other District policies as recommended by the District's legal counsel.

8.4 Consider Amendments to Personnel Policy, Policy 7085, Health Benefit Plan

The Board will be asked to consider amendments to Personnel Policy, Policy 7085, Health Benefit Plan. The proposed amendments are to be concurrent with other District policies as recommended by the District's legal counsel.

9. Topic of the Month:

The Board will hear a report from the District's Entomologist on Oropouche Virus.

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:

All seasonal employees were laid off on September 26, 2024.

12. **Correspondence:** N/A
13. **Other Business:** N/A
14. **Persons Wishing to Address the Board Pertaining to Closed Session Matters:** N/A
15. **Closed Session Matters (District Legal Counsel Not Present):** None
16. **Adjournment:** (Next Regular Meeting of the BCMVCD Board of Trustees is November 13, 2024 at the Chico Substation, 444 Otterson Drive, Chico, CA 95928)

Regular Minutes of the Board of Trustees of the Butte County Mosquito and Vector Control District Meeting held September 11, 2024

Members Present: Bruce Johnson, Darlene Fredericks, Andy Haymond, Dr. Larry Kirk, Philip LaRocca, Steve Ostling, Eric Smith, Carl Starkey, and President Bo Sheppard.

Members Excused: Secretary Melissa Schuster.

Members Absent: None.

Also Present: District Manager Matt Ball, Assistant Manager Aaron Lumsden, Administrative Manager Maritza Sandoval, Entomologist Amanda Bradford, and a member of the public.

1. The Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District was held on September 11, 2024, at 444 Otterson Drive, Chico, CA 95928.
2. The September 11, 2024, Butte County Mosquito and Vector Control District regular meeting of the Board of Trustees was called to order at 4:00 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 Smith, seconded by Member Starkey, and passed unanimously with a vote of 7 ayes and 0 nays to approve the minutes of the Board of Trustees meeting held August 14, 2024, as written, with members Johnson and Member Kirk abstaining due to their excused absences.
5. No persons wishing to address the Board on closed session matters.
6. No closed session matters needing legal counsel.
7. Reports (7.1 – 7.2)
- 7.1 Under item 7.1 of reports, District Manager's Report, the District Manager reported that August 15, 2024, the District completed the monthly management meeting, staff meeting, and all vehicle inspections. The District's Safety Committee held their monthly meeting as well as management. Also on this date, 6633K was removed from the crash site and transported to the Plain Parts in Pleasant Grove.

On August 16, 2024, 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 August 20, 2024, District management and administrative staff attended a weekly meeting with Leading Edge and Associates to review the status of MapVision 3.0 and to discuss the needs still needing to be completed on the project.

On August 22, 2024, the National Transportation Safety Board's (NTSB) aircraft accident was submitted by the District and NTSB verified receipt of delivery.

As a reminder, the District was open and operating on Labor Day having a large majority of the staff willing to work the holiday.

On September 9, 2024, District management attended the monthly West Nile Virus Task Force Meeting with Butte County Department of Public Health. The monthly meeting discusses mosquito abundance surveillance, mosquito-borne disease surveillance, mosquito surveillance, and public education and outreach efforts.

- 7.2 Under item 7.2 of reports, the Assistant Manager reported that the District's New Jersey light traps have continued catching mosquitoes. *Culex pipiens* and *Culex tarsalis* populations are lower than the previous year at this time. *Anopheles freeborni* populations are lower than the previous year at this time and have begun their downward trend. Sentinel chickens sera samples are continuing to be taken biweekly. CO2 trapping has continued and traps are being deployed routinely. Mosquito pools are being submitted for mosquito-borne disease. As of September 4th, 348 pools have been submitted; with 58 of those pools being positive. Also, *Aedes aegypti* has been detected a total of 79 times in Chico, 53 times in Oroville, 41 times in Thermalito, 8 times in Hamilton City, 1 time in Paradise, 1 time in Biggs, and 1 time in Gridley.

West Nile virus (WNV) activity has increased within the District's service area with a total of 7 positive

human, 4 dead birds, 58 positive pools, and 19 positive chickens. WNV has been identified in 27 human cases (3 fatal), 352 dead birds, 1,386 mosquito pools, 75 chickens, and 5 horses in California to date.

The District's four indoor fish tanks have been re-stocked with fish and are ready to produce when the outdoor fish ponds shut down for the season. The District's outdoor fish ponds continue to produce high amounts of fish.

Mosquito and Vector Control Specialists (Specialists) have continued with mosquito surveillance and treatments in rock pits, dredger pits, flood water areas, agricultural, ditches, drains and urban sources. Service requests for inspections, fish, and treatments have increased over the past month with a total of 541 taken.

As of September 4th, the District has treated 8,450 acres of wetlands; compared to 7,748 acres at this time last year. The District has treated 45,967 acres of rice this year, compared to 55,740 acres at this time last year. The District has made 8 ULV adulticide treatments thus far compared to 13 ULV adulticide treatments at this time last year. The Assistant Manager provided the Board with a brief report of the current ULV process and operations that are being contracted.

The Public Relations (PR) Department is reviewing and updating (if needed) the District's website, brochures, photo and video files, and other informational documents. The District public service announcements continue to run on newspapers, radio, television, digital advertising, billboards, bus stop shelters, and on buses. On September 28th, the District is planning on attending the Salmon Festival in Oroville.

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

8. Policy matters (8.1)

8.1 Under item 8.1 of policy matters, the Board was to consider a capital expenditure for the rebuild of the District's R-985-AN14B aircraft engine. The Board originally approved a quote of \$22,900.00 plus tax and fees at the November 9, 2022, Board meeting. After the engine was fully diagnosed the Board approved at the July 10, 2024, Board meeting \$25,000.00, plus 20% for unforeseen repairs, plus freight, taxes, and applicable fees. The engine is now complete, and the Board was asked to consider a capital expenditure for the rebuild in the amount of \$32,670.00 plus all taxes, freight, and applicable fees. It was then moved by Member LaRocca, seconded by Member Johnson, and passed unanimously with a vote of 9 ayes and 0 nays to approve the capital expenditure for the rebuild in the amount of \$32,670.00 with a 20% allowance for unforeseen repairs plus all taxes, freight, and applicable fees.

9. Under topic of the month, the District's Entomologist gave a presentation on biology of *Aedes melanimon*.

10. After reviewing the demands made upon the District for the past month, it was then moved by Member Starkey, seconded by Member Johnson, and passed unanimously with a vote of 9 ayes 0 nays to authorize checks numbered 54332 through 54468 be signed and distributed. Expenditures for the month totaled \$508,789.17.

11. No personnel items to report.

12. Under items of correspondence, the Board reviewed a letter sent to the Governor of the State of California.

13. No other business to report.

14. No persons wishing to address the Board pertaining to closed session matters.

15. Closed session matters (15.1)

15.1 Under closed session matters, President Sheppard announced that the District was going into closed session for Labor Negotiations – CONFERENCE WITH LABOR NEGOTIATOR(s). Gov't. Code 54957.6. District Designated Representative(s): District Manager Ball. Labor negotiations involving unrepresented employees of the Butte County Mosquito and Vector Control District; Assistant Manager, Administrative Manager; Regional Supervisor II & I; Pilot II; Entomologist II; Vector Ecologist / Fish Biologist; Office Assistant, and Mosquito and Vector Control Specialists. The Board went off the record and into close session at 4:47 PM and returned from closed session and on the record at 5:20 PM. No action taken, nor needed, but direction and parameters were provided to the District Manager

16. President Sheppard announced adjournment at 5:20 PM and concluded by stating that the next regular meeting of the BCMVCD Board of Trustees would meet at 4:00 PM on October 9, 2024, at the Chico Substation's Board Room at 444 Otterson Drive, Chico, CA 95928.

Respectfully submitted,

Melissa Schuster,
Secretary

On September 12, 2024, the District completed the monthly management meeting, staff meeting, and all vehicle inspections. The District's Safety Committee held their monthly meeting as well as management. Also on this date, District management attended an Employer/Employee law workshop provided by Interwest Insurance Company. District management also met with representatives of Leading Edge and Associates to discuss the future of MapVision 3.0 and a timeline for when the District can expect to go live.

On September 13, 2024, 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 September 17, 2024, the District Manager met with a representative of Valent Biosciences to discuss product efficacy and shelf life. Valent Biosciences will return for a meeting in October. Also on this date, the District Manager met with several jurors of the 2024/2025 Butte County Grand Jury. The District Manager provided a verbal report on the history, funding, and operations of the District and provided a tour.

On September 24, 2024, the District Manager met with representatives of Clarke Mosquito Control. Nancy Vorhees is retiring, and the District Manager met the new sales representative from Clarke. The meeting also discussed product availability, pricing, and projections.

On October 3, 2024, the District Manager met with the employees of the District and presented the proposal as authorized by the Board of Trustees at the September 11, 2024, regular meeting of the Board of Trustees.

On October 7, 2024, the District Manager met with representatives and management of Valent Biosciences to discuss past and future orders, product availability and pricing, and projections for the upcoming year. Also on this date, the District Manager met with representatives of Azelis to discuss product availability, pricing, and projections.

On October 8, 2024, District management attended the Sac Valley Region meeting to discuss the upcoming MVCAC Board meeting, MVCAC action items, and to hear reports from MVCD districts, MVCAC committees, industry, AMCA, VCJPA, and CDPH.

LAB / VECTOR SURVEILLANCE: The District's New Jersey light traps have continued catching mosquitoes (Attachment #1). *Culex pipiens*, *Culex tarsalis*, and *Aedes melanimon* populations are higher than the previous year at this time. *Anopheles freeborni* populations have nosedived and are on par with the previous year at this time. Sentinel chickens sera samples are continuing to be taken biweekly. CO2 trapping has continued and traps are being deployed routinely. Mosquito pools are being submitted for mosquito-borne disease. As of October 2nd, 2024, 408 pools have been submitted; with 70 of those pools being positive. Also, *Aedes aegypti* has been detected in Chico, Oroville, Hamilton City, Thermalito, Biggs, and Gridley.

VIRUS SURVEILLANCE: West Nile virus (WNV) activity has increased within the District's service area with a total of 11 positive humans, 4 dead birds, 70 positive pools, and 27 positive chickens. WNV has been identified in 63 humans, 474 dead birds, 1,835 mosquito pools, 139 chickens, and 6 horses in California to date, all of which are down from last year at this point (Attachment #2).

MOSQUITOFISH OPERATIONS: The District's four indoor fish tanks are fully operational and beginning to produce fry. The District's outdoor fish ponds have continued to produce high amounts of fish as they begin to slow down for fall and winter.

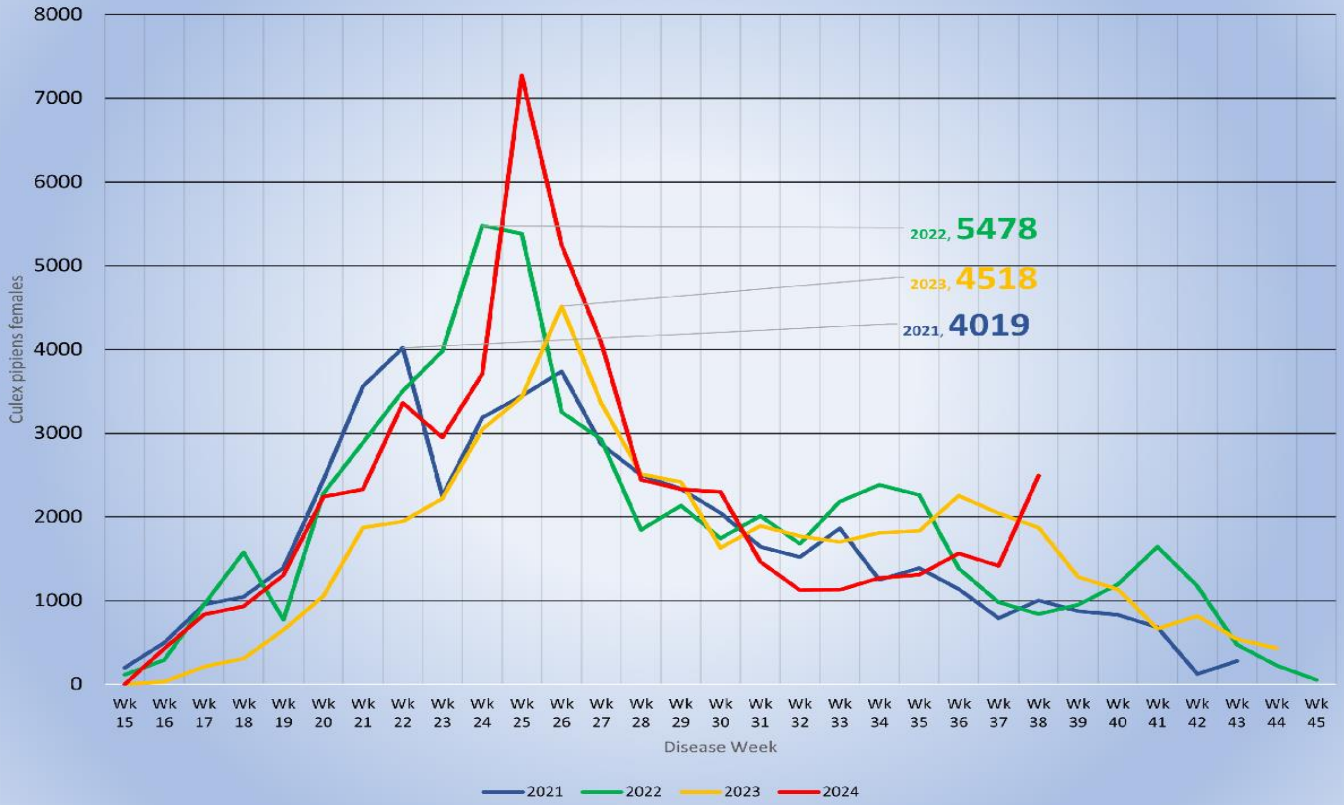
CONTROL OPERATIONS: Mosquito and Vector Control Specialists (Specialists) have continued with mosquito surveillance and treatments in rock pits, dredger pits, flood water areas, agricultural, ditches, drains and urban sources. Service requests for inspections, fish, and treatments have decreased over the past month with a total of 407 taken in the month of September.

AIRCRAFT OPERATIONS: As of October 2nd, the District has treated 11,734 acres of wetlands; compared to 11,489 acres at this time last year. The District has treated 47,966 acres of rice this year, compared to 54,944 acres at this time last year. The District has made 20 ULV adulticide treatments thus far, compared to 20 ULV adulticide treatments at this time last year.

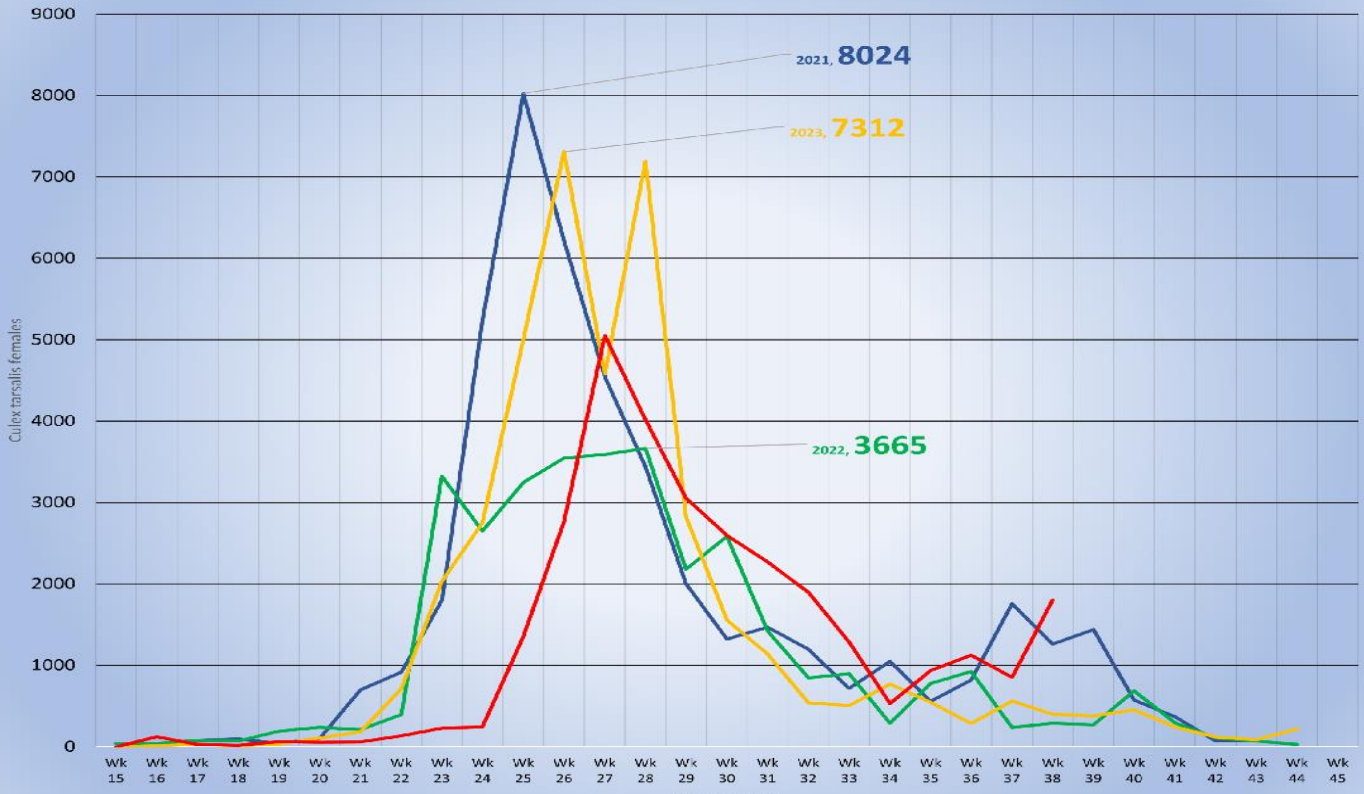
PUBLIC INFORMATION & OUTREACH: The Public Relations (PR) Department is reviewing and updating (if needed) the District's website, brochures, photo and video files, and other informational documents. The District public service announcements continued to run through the end of September. The District also attended the Salmon Festival in Oroville on September 28th.

Attachment #1

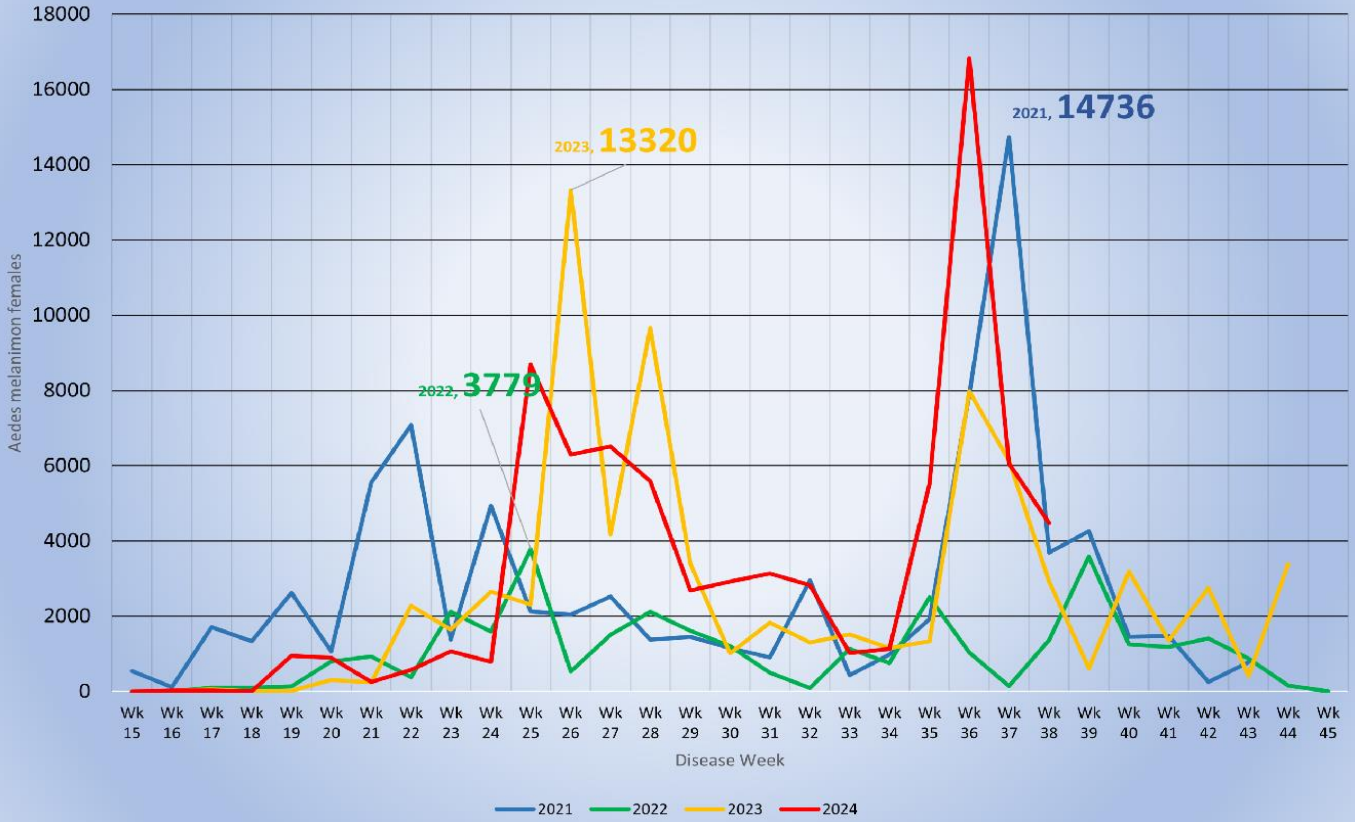
COUNTY-WIDE GRAVID TRAP COMPARISON



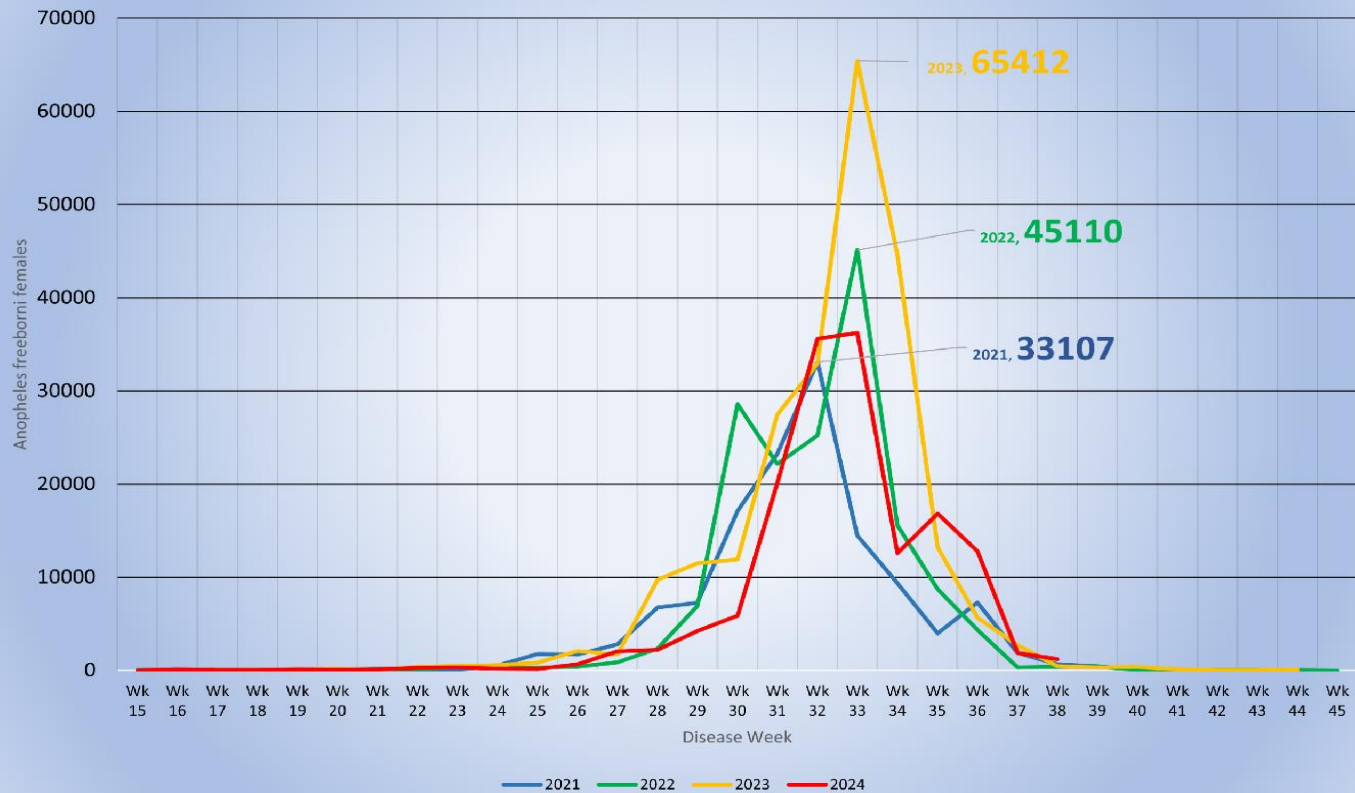
CULEX TARSALIS COMPARISON



AEDES MELANIMON COMPARISON

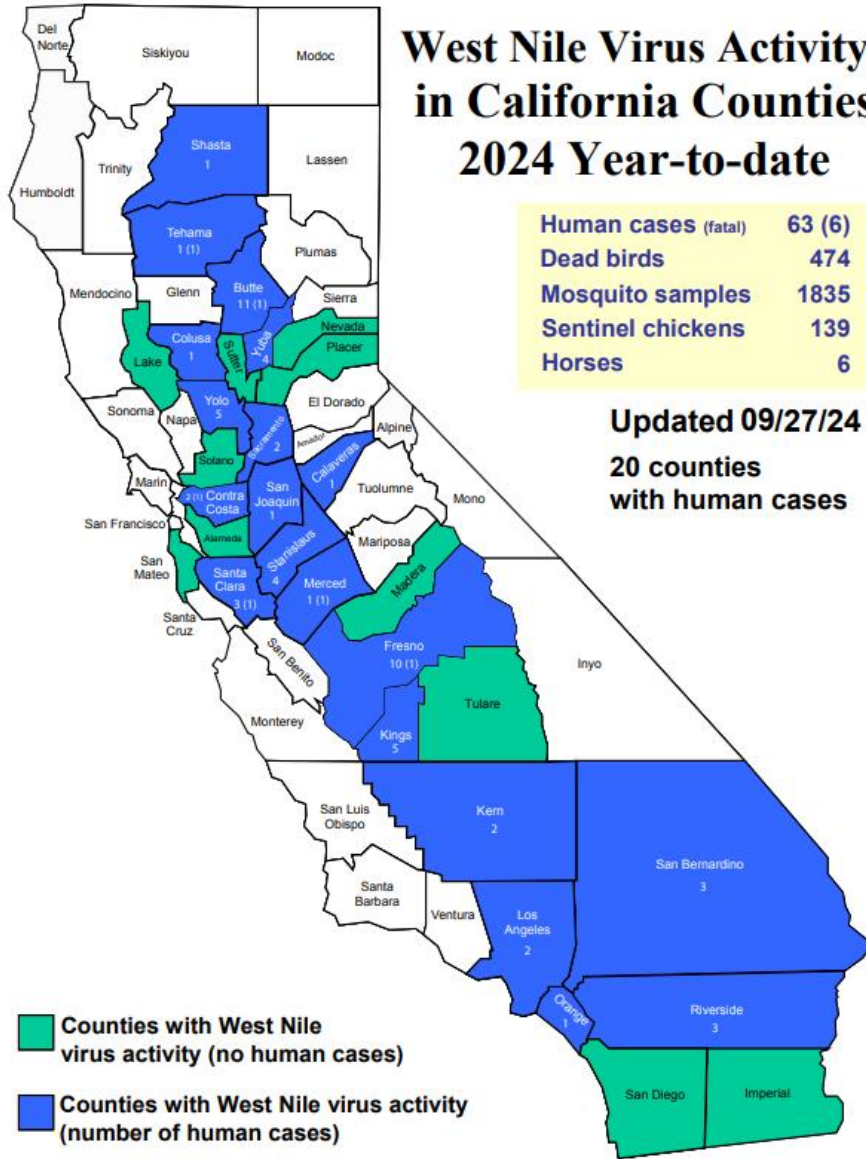


ANOPHELES FREEBORNI COMPARISON

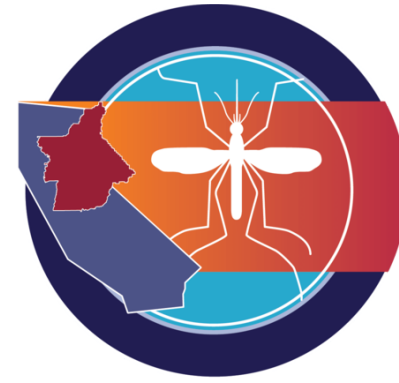


Attachment # 2

West Nile Virus Activity in California Counties 2024 Year-to-date



	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	18	1	2	0	70	31
2024	11	0	4	0	70	27
Totals	298	30	522	5	719	690



Butte County Mosquito & Vector Control District

Since 1948

3rd Quarter, 2024

Newsletter

MANAGER'S MESSAGE

"I'm humbled, honored, and privileged to have a dedicated group of employees who were willing to step up to the task of working long hours during the days, nights, and the holidays of 2024, committing themselves to protecting the public's health. Throughout the mosquito season, the District's staff and Board of Trustees operated and conducted business to respond to 2,022 service requests as of September 18th, West Nile virus detections, and an invasive mosquito species, *Aedes aegypti*. I am extremely grateful and appreciative for each and every one of the District's employees and the Board of Trustees. For all those that went above and beyond this season, I thank you."

Respectfully, Matthew C. Ball
District Manager



Butte County Mosquito and Vector Control District
5117 Larkin Road
Oroville, CA. 95965

MISSION STATEMENT

The mission of the Butte County Mosquito and Vector Control District is primarily to suppress mosquito transmitted disease and also to reduce the annoyance levels of mosquitoes and diseases associated with ticks, fleas and other vectors through environmentally compatible control practices and public education.

CONTACT INFORMATION

Butte County Mosquito & Vector Control District
5117 Larkin Road, Oroville, CA. 95965
Phone: (530) 533-6038, (530) 342-7350
Fax: (530) 534-9916
Website: www.BUTTEMOSQUITO.com
"FIGHT THE BITE!"

This institution is an equal opportunity provider and employer.



DON'T FORGET TO DUMP AND DRAIN AFTER THE RAIN

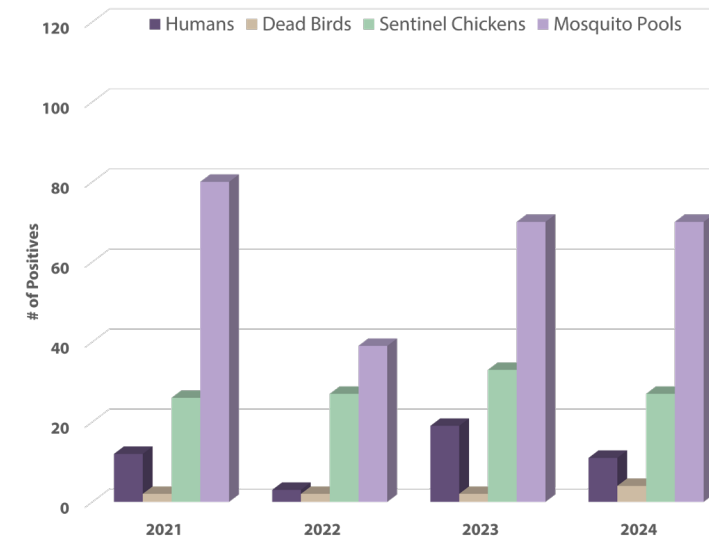
Common Backyard Mosquito Sources



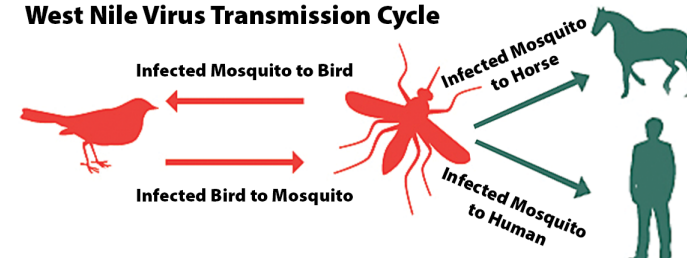
WEST NILE VIRUS ACTIVITY

As of September 18th, 70 mosquito pools, 4 dead birds, and 27 sentinel chickens have tested positive for WNV. There have been 11 human cases of WNV reported.

BUTTE COUNTY WNV STATISTICS



West Nile Virus Transmission Cycle



AERIAL OPERATIONS

As of September 18th, Aerial Operations have treated 47,966 acres of rice, 10,195 acres of wetlands and Ultra-Low-Volume(ULV) adulticide treatments of 72,000 acres. A total of 130,161 acres have been treated by air.

Rice 47,966 Acres
Wetlands 10,195 Acres
ULV 72,000 Acres



Tank Trucks



AERIAL PROGRAM



Managed wetland surveillance is crucial for the District's vector management program, covering over 50,000 acres of state, federal, and private wetlands. Given their vast expanse, aerial surveillance via aircraft is the most efficient method. During mosquito season, the District's pilot uses aerial photography to monitor these wetlands as they flood. Photos are then shared with Mosquito and Vector Control Specialists (MVCS), who conduct larval sampling by dipping water sources with a specialized cup. If larvae are detected, field maps are generated using Mapvision® software. Based on surveillance data including larval counts and environmental factors, the air operations staff determines the pesticide application rate. The pilot receives detailed instructions including GIS maps and coordinates for precise application. After application, data is recorded in Mapvision® for compliance and reporting purposes.

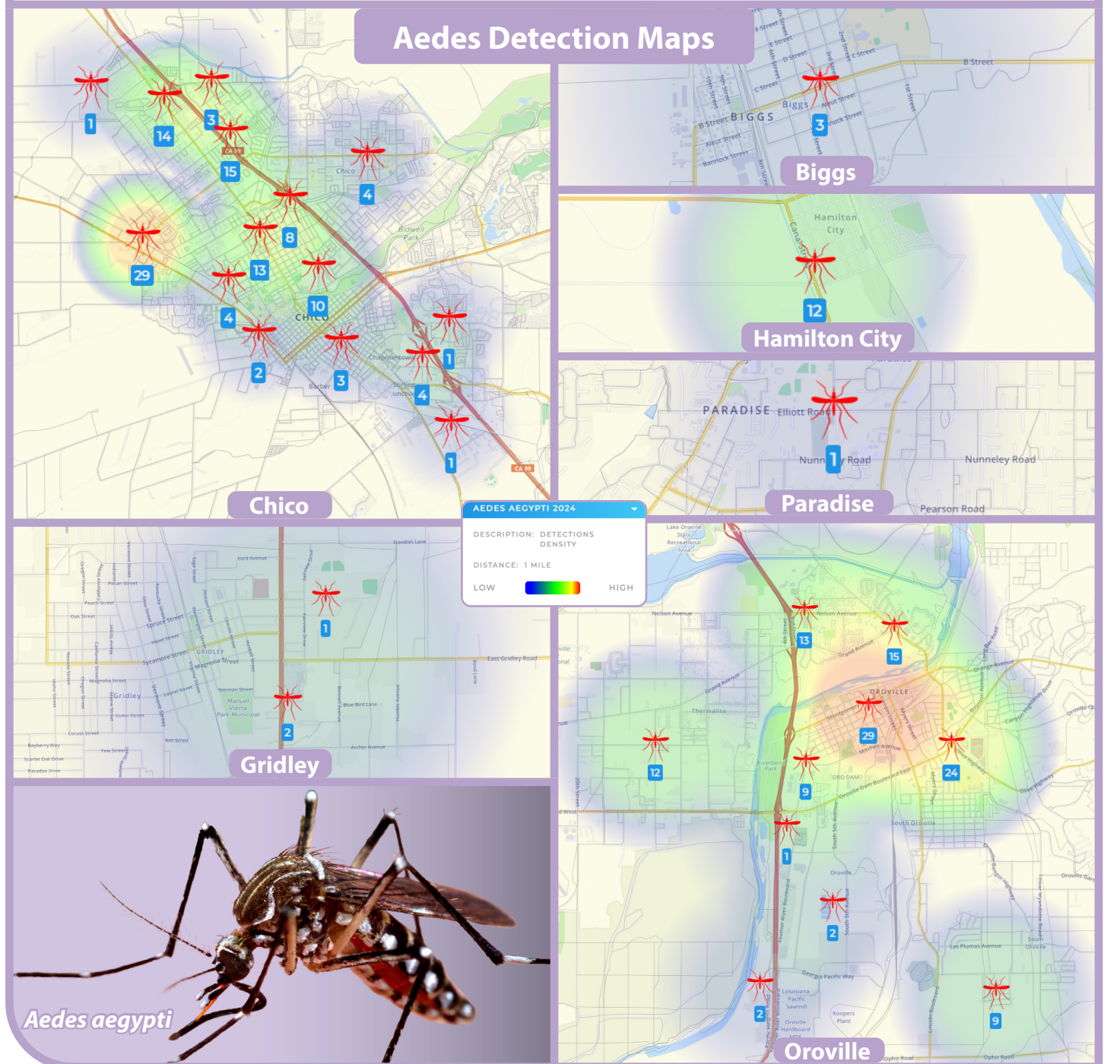


N714Y
'Horse'

FYI If an MVCS finds 10 mosquito larvae per dip in a small 10-acre field, there are approximately 3.92 million mosquito larvae. With these numbers in mind, it quickly becomes apparent as to why the District must do aerial wetland surveillance and control.

AEDES AEGYPTI

Aedes aegypti, commonly referred to as the Yellow Fever mosquito, ranges globally in tropic and subtropic areas. Now firmly established in Southern California, it has expanded its range northward. These mosquitoes are aggressive daytime biters that feed mostly during the day, indoors and outdoors. Eggs are laid on dry surfaces near water and are resistant to drying out. Eggs can remain dry for 8 months. These mosquitoes survive the winter in the egg stage and hatch when covered with water in warm weather. This mosquito has the ability to transmit Zika, Dengue Fever, Chikungunya, Yellow Fever and Mayaro viruses. As of September 18th, *Aedes aegypti* has been identified in Butte County 247 times at 30 sites, in areas of Oroville, Chico, Paradise, Gridley, Biggs and Hamilton City. It's important for residents to eliminate all types of standing water around their property to prevent the spread of *Aedes aegypti*. Detection maps available at ButteMosquito.com



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter “MEMORANDUM”) is entered into by and between the Golden State Risk Management Authority (hereafter “GSRMA”) and the participating public entity, Butte County Mosquito & Vector Control District, (hereafter “ENTITY”) who is signatory to this MEMORANDUM.

RECITALS

WHEREAS, commencing January 1, 2025, GSRMA will be an appointed administrator for the purpose of enrolling small public entities typically having 200 or less employees into the PRISMHealth Program (hereafter “PROGRAM”).

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments and premiums are governed by PRISMHealth Committee for the PROGRAM (the “COMMITTEE”) and not GSRMA.

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM.

NOW THEREFORE, GSRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **INITIAL COMMITMENT PERIOD.** ENTITY understands and acknowledges that it is required to remain in the PROGRAM for a period of at least three (3) full years as a condition to participation in the PROGRAM (the “INITIAL COMMITMENT PERIOD”).
3. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through GSRMA which shall be subject to approval by the PROGRAM’s Underwriter and governing documents and in accordance with applicable eligibility guidelines.
 - a. If ENTITY enters the PROGRAM with less than their entire population, additional segments of the employee population may be added in future years assuming underwriting guidelines are met.
4. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative medical benefit solution to all participants of the ENTITY including active and retired employees, dependents and public officials. ENTITY’s contributing toward retiree benefit coverage prior to joining the PROGRAM, must contribute a minimum of 50% toward the cost of retiree benefit coverage during the INITIAL COMMITMENT PERIOD. After the INITIAL COMMITMENT PERIOD, ENTITY may discontinue coverage or change the contribution amount for retirees. However, ENTITY must contribute at least the minimum percentage required by the eligibility requirements.
5. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from their consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, GSRMA will add an administrative fee, not to exceed 5%, to premiums and rates set by the COMMITTEE for costs associated with administering the

PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

- a. GSRMA will administrate a billing to ENTITY each month, with payments due by the date specified by GSRMA. Payments received after the specified date will accrue penalties. If ENTITY does not remit payment within 30 days of date specified, GSRMA will commence the termination of benefits process retroactive to the first day of the unpaid month of coverage. Medical benefit premiums are based on a full month. There are no partial months or prorated premiums.
 - b. ENTITY must send notification of termination of benefits for a covered employee to the PROGRAM and GSRMA by the 15th of the current month to terminate at the end of the month. Otherwise (i.e. notification after the 15th), termination will be as of the end of the following month.
6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable.
 7. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, PRISMHealth documents outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM.
 8. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
 9. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
 - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
 - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premium paid for the preceding 3 years. ENTITY's must be current participants to receive a dividend except upon termination of the PROGRAM and distribution of assets.
 - c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
 - d. Fund equity will be evaluated on a total program-wide basis as opposed to each year standing on its own.
 10. **WITHDRAWAL.** The program operates on a calendar basis, with the plan year spanning January 1 through December 31. ENTITY must notify GSRMA in writing of their intent to withdraw by September 1 prior to the close of the plan year in which they are terminating. ENTITY may rescind its notice of intent to withdraw no later than October 31. ENTITY may withdraw after their INITIAL COMMITMENT PERIOD (three [3] full year commitment period).

- a. ENTITY may only exit the PROGRAM as a total population. No population carve-outs of existing employee groups will be allowed once a member has entered the program.
11. **LIAISON WITH GSRMA.** Each ENTITY shall maintain staff to act as liaison with GSRMA and between the ENTITY and the GSRMA's designated PROGRAM representative.
 12. **DISPUTES.** Disputes between the parties related to this MEMORANDUM shall be resolved as follows:
 - a. Mediation Before Litigation. The parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation and if such efforts do not result in a resolution, they may proceed to litigate the claims.
 - b. Selection of Mediator. The mediation shall be held before a neutral mediator having at least 15 years civil business litigation experience or a retired judge. Within ten (10) days of a demand for mediation, the parties shall attempt to mutually select a neutral and qualified mediator. If the parties agree on the selection of the mediator, the mutually selected mediator shall be appointed for the mediation. If the parties are unable to mutually select a qualified mediator, they shall each select a neutral mediator and the two shall then select the third who shall be designated as the parties' neutral mediator for the dispute. Any selected mediator who is unable or unwilling to fulfill his duties may be replaced.
 - c. Time of Mediation. Subject to the mediator's availability, the parties will make best efforts to have the mediation scheduled and held within 45 days of a demand.
 - d. Costs of Mediation. The parties shall split and pay for the fees charged by the mediator equally.
 - e. Confidentiality of Mediation Process. The parties agree that the mediation of the dispute will be an effort to compromise disputed claims and that mediation shall be deemed confidential and no statements made at the mediation can be used against them in the event of future litigation.
 - f. Position Statements. Any party making a demand for mediation shall set forth in their written demand for mediation the factual and legal basis known to them for their claims or dispute and provide copies of any statements, summaries, reports, or documentary information known to them at the time to support their claims, save and except, privileged or confidential information, which may be withheld. Within thirty (30) days after receipt of a demand for mediation, the recipient shall provide a written response to the claims setting forth the factual and legal basis known to them to support the response or affirmation defenses and also provide copies of any statements, summaries, reports, or documentary information known to them at the time to support the response or affirmative defenses save and except, privileged or confidential information, which may be withheld. Copies of the position statements and information exchanged between the parties under this provision shall be provided to the mediator in advance of the mediation.
 - g. Failure to Participate in Mediation. Any party who fails to participate in the mediation shall waive their right to collect attorney fees herein.
 - h. Exclusions From Mediation. The parties agree that any claim for immediate injunctive relief is specifically excluded from the requirements of mediation. The parties further agree that disputes related to coverage under the PROGRAM are excluded from this provision and shall be governed in accordance with PRISMHealth documents and/or PROGRAM documents.

13. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
14. **VENUE.** Venue for any dispute or enforcement shall be in Sacramento, California.
15. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
16. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement between GSRMA and the ENTITY.
17. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
18. **AMENDMENT OF MEMORANDUM.** This MEMORANDUM may be amended by the GSRMA Board of Directors and such amendments are subject to approval of ENTITY's signatory to this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.
19. **EFFECTIVE DATE.** This MEMORANDUM shall become effective upon the signing of this MEMORANDUM by the ENTITY and Chief Executive Officer or Board President of GSRMA.
20. **EXECUTION IN COUNTERPARTS.** This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____
Board President

Dated: _____

By: _____
Golden State Risk Management Authority

Butte County Mosquito and Vector Control District

POLICY MANUAL

POLICY TITLE: Workers Compensation
POLICY NUMBER: 7075

7075.1 All District employees will be provided Workers' Compensation Insurance benefits provided for by law for any injury or illness sustained by any employee while engaged in the performance of services for the District under its direction and control.

7075.2 When a worker is unable to return to work within three days of his/her work related injury or illness, the worker may be entitled to temporary disability benefits to help partially replace wages lost as a result of the injury or illness.

7075.3 Salary: When the injured employee is receiving wage replacement benefits, such as temporary disability benefits through workers compensation insurance, the employee may use available sick leave, vacation, or CTO to supplement lost wages received up to the employee's usual compensation.

7075.3.1 Employee must provide Administrative Manager documentation of wage replacement to include period of payment and amount.

7075.3.2 An employee receiving wage replacement benefits is not eligible to receive holiday pay.

7075.4 Sick Leave/ Vacation: Neither sick leave, vacation, nor other paid time off will be accrued while on unpaid leave. If the employee is supplementing with sick leave, vacation, or CTO to receive up to the employee's usual compensation; employee shall accrue sick leave and vacation at their normal accrual rate they were prior to the work-related injury.

7075.5 Retirement Benefits: While in non-compensated status with the District, no service credit is earned with CalPERS. Upon return from leave, the CalPERS member may be able to elect to purchase service credit for the time the employee was on non-compensated status up to one year at the employees' own expense as stated in the District contract with CalPERS. The cost of the service credit will be based on the CalPERS valuation. The District makes no representation or guarantee regarding the member's ability to purchase service credit.

7075.6 Longevity: Leave under Workers Compensation due to on-the-job injury or illness shall not constitute as a break in service or cause the employee to lose seniority.

Butte County Mosquito and Vector Control District

POLICY MANUAL

POLICY TITLE: California Family Rights Act (CFRA) Leave
POLICY NUMBER: 7045

7045.1 The CFRA provides up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period for eligible employees. Leave may be taken for any one, or for a combination, of the following reasons provided below.

7045.2 Eligibility: In order to be eligible for this leave:

7045.2.1 Employee must have been employed by the District for at least 12 months and have worked for at least 1250 hours during the 12-month period immediately preceding the commencement of the leave.

7045.3 CFRA leave may be taken for any of the following reasons:

7045.3.1 For the employee's own serious health condition (excluding pregnancy/childbirth).

7045.3.2 To care for the employee's immediate family member, spouse, registered domestic partner, child, child of registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling with a serious health condition.

7045.3.3 Definitions:

7045.3.3.1 A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves (a) either (1) inpatient care in a hospital, hospice, or residential health care facility, or any subsequent treatment in connection with such inpatient care, and either (2) any period of incapacity or (3) a continuing treatment by a health care provider, including but not limited to treatment for substance abuse.

7045.3.3.2 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.

7045.3.4 To bond and/or care for the employee's newborn child, new child by adoption, or foster care placement with the employee.

7045.3.5 Because of a qualifying exigency related to the covered call to order to covered active duty status of an employee's spouse, domestic partner, child, or parent of the Armed Forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code, for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

7045.4 Notice: Employees must provide at least 30 days' advance notice before CFRA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be

required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

7045.5 Certification:

7045.5.1 Employees requesting leave because of their own, or a covered family member's serious health condition, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

7045.5.2 The District may require employees provide recertification of the medical conditions giving rise to the need for leave. If such recertification is required, the District will give the employee no less than 15 calendar days to provide medical recertification.

7045.5.3 Employee requesting leave to bond or care for newborn child, new child by adoption, or foster care placement must supply certification establishing relationship and/ or placement.

7045.5.4 For qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the employee must provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service and, 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

7045.6 Duration:

7045.6.1 Qualifying Leave may extend for the duration of up to 12 weeks during a 12-month period.

7045.6.2 Leave can be taken for a period of consecutive days, weeks, or months.

7045.6.3 Leave can be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee, a serious health condition of a covered family member, or the serious injury or illness of a covered servicemember. Intermittent leave can also be taken for any qualifying exigency.

7045.6.3.1 Employees must consult with the District Manager prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both the District and the employees, subject to the approval of the applicable health care provider.

7045.6.4 Employees are also eligible for intermittent leave for bonding with a child following birth, adoption, or placement. Intermittent leave for bonding purposes must be taken in two-week increments, when it is in the District's best interest. Agreement with District Manager must be set if leave is taken in intermittent increments.

7045.6.4.1 Leave for bonding must be completed within one year of the birth, adoption, or placement.

7045.6.6 If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more leave than originally anticipated, the employee must provide the District with 2 business days' notice of the employee's changed circumstances and new return to work date. If

employee does not give the District unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the District's obligation to maintain health benefits and to restore their positions will cease.

7045.6.7 If an employee's anticipated return to work date changes and it becomes necessary for the employee to take less leave than originally anticipated, the employee must provide the District with 1 business days' notice of the employee's changed circumstances and new return to work date.

7045.7 Salary: CFRA Leave shall be without pay. An employee on CFRA Leave is not eligible to receive holiday pay, unless the employee has used solely their District provided paid leave in the day immediately preceding and following a holiday as if they were in paid status with the District.

7045.7.1 When the employee is receiving any wage replacement benefits, the employee may use available sick leave, vacation, or CTO to supplement the benefits received up to the employee's usual compensation.

7045.7.1.1 Employee must provide OfficeAdministrative Manager documentation of wage replacement to include period of payment and amount.

7045.7.1.2 The use of sick leave, vacation, or CTO paid time off during CFRA leave time does not extend the length of any CFRA leave and the paid time off runs concurrently with any CFRA entitlement.

7045.7.2 Employees can request to substitute or use accrued paid time off while taking an unpaid CFRA leave as follows:

7045.7.2.1 If an employee requests CFRA leave because of their own serious health condition, the employee may use any accrued paid vacation, CTO, or sick leave during unpaid leave.

7045.7.2.2 If an employee requests CFRA leave to care for a covered family member with a serious health condition or to bond with a new child, the employee can use any accrued paid vacation and/or CTO during the unpaid family/medical leave. Once vacation is exhausted, upon request of an employee, the employee can decide to use paid sick leave during unpaid CFRA leave to care for a covered family member with a serious health condition but not to bond with the new child.

7045.7.2.3 If the employee requests military exigency leave, the employee may use vacation and/or CTO during the unpaid CFRA leave.

7045.7.3 When leave is paid because the employee is receiving wage replacement benefits, the employee is not required to substitute/use vacation, sick leave, or CTO paid time off during the leave.

7045.8 Insurance Benefits: The District shall maintain and pay for an employee's health coverage at the same level and under the same conditions as coverage would have been provided if the employee had not taken CFRA leave. Employee's contribution toward premiums must be delivered to the District Office no later than the 15th of each month.

7045.9 Sick Leave/Vacation: Neither ~~S~~sick ~~L~~leave, ~~V~~vacation, nor other paid time off will accrue while on unpaid CFRA. If the employee is in paid status during the CFRA leave solely because of the use of District provided vacation, CTO, or sick leave, the employee will accrue sick leave and vacation for the period in which the employee is in paid status to the extent the employee would otherwise be entitled to such accrual.

7045.10 Retirement Benefits: While on non-compensated (unpaid) status with the District, no service credit is earned with CalPERS. Upon return from Leave, the CalPERS member may be able to elect to purchase service credit for the time the employee was on non-paid leave up to one year at the employees' own expense as stated in the District contract with CalPERS. Costs of the service credit will be based on the CalPERS valuation. The District makes no representation or guarantee regarding the member's ability to purchase service credit.

7045.11 Longevity: CFRA leave shall not constitute a break in service or cause the employee to lose seniority.

7045.12 Return to Work: The District shall reinstate the employee to the same position, or unless (1) the employee would not otherwise have been employed in her same position at the time reinstatement is requested for legitimate business reason unrelated to the employee taking CFRA Leave (such as lay-off) or (2) means of preserving the job or duties for the employee would substantially undermine the District's ability to operate safely and efficiently. In either of such cases the employee shall be reinstated to a comparable position, unless there is no comparable position available or, although a comparable position is available, the filling of such with the returning employee would substantially undermine the District's ability to operate safely and efficiently. The failure to return to work the next regular workday following the conclusion of CFRA Leave shall be grounds for termination of employment, unless the employee's absence is otherwise authorized under these Personnel Policies.

7045.13 If business conditions require a reduction in force, an employee on CFRA Leave will be considered for layoff and treated as active employee for purpose of the layoff process.

Butte County Mosquito and Vector Control District

POLICY MANUAL

POLICY TITLE: Health Benefit Plan

POLICY NUMBER: 7085

7085.1 The District shall make a health benefit plan (Plan) available to its eligible employees and their dependents. The plan shall be comprised of medical, dental, and vision insurance. Full-time permanent and probationary employees working 30 or more hours per week are eligible for the Plan.

7085.2 Eligible employees on authorized leaves of absence may participate in the Plan as set forth in Personnel Policies 7030 (Military Leave), 7035 (Pregnancy Disability Leave), 7045 (California Family Rights Act), 7055 (Disability Leave), [7075 \(Workers Compensation\)](#), and 7065 (Other Leaves of Absence).

7085.3 The effective date of any Plan insurance coverage shall be determined in accordance with insurance policy terms and conditions.

7085.4 For active, eligible employees, the District shall pay 100% of the monthly insurance premium for the employee coverage and 80% of the monthly insurance premium for dependent and/or family coverage.

7085.5 For active, eligible employees that qualify for a Health Savings Account, the District shall, at the completion of the first pay period of the year, deposit in that account the amount equal to the current medical insurance plan's deductible for individual employees and the amount equal to the current medical insurance plan's deductible for employees with families covered under the medical insurance plan. For active, eligible employees who do not qualify for a Health Savings Account, the District shall pay directly to them the amount equal to the current medical insurance plan's deductible for individual employees where only the employee is covered under the medical insurance plan and the amount equal to the current medical insurance plan's deductible for employees with families covered under the medical insurance plan, subject to standard deductions and withholdings. It shall be the employee's responsibility to establish and maintain the Health Savings Account and to comply with applicable accounting and tax requirements. For eligible employees commencing work after the first pay period of the year, Health Savings Account contributions shall be on a pro-rata basis.

7085.6 Participation is voluntary and requires a signed notice if coverage is refused by the employee or any dependents.

7085.7 Surviving spouse medical insurance benefits.

7085.7.1 Surviving spouses may continue to participate in the District's medical insurance plan, however, the (a) surviving spouse pays the total premium for such coverage and (b) such continuation of coverage is allowed under the terms of the plan.

7085.7.2 Premium payments must be delivered to the District office no later than the 15th of the month. Premiums are prepaid and due a month in advance. If premium is not delivered in full to the District's office by the 25th of the month, surviving spouse voluntarily terminates from the medical insurance plan and will not be eligible to re-enroll.

7085.7.3 The term shall be until the surviving spouse turns 65 or is eligible for Medicare, whichever occurs first. To voluntarily terminate, the surviving spouse shall provide the District with at least 30-day advance written notice (where applicable) of the date he/she intends to terminate benefits.

7085.7.4 Participation is voluntary and requires (when available) a signed notice if coverage is refused by the surviving spouse.

7085.8 Retired employee medical insurance benefits.

7085.8.1 Retired employees may continue to participate in the District's medical insurance plan, however, the retired employee pays the total premium for such coverage and (b) such continuation of coverage is allowed under the terms of the plan.

7085.8.2 Premium payments must be delivered to the District office no later than the 15th of the month. Premiums are prepaid and due a month in advance. If premium is not delivered in full to the District's office by the 25th of the month, retired employee voluntarily terminates from the medical insurance plan and will not be eligible to re-enroll.

7085.8.3 The term shall be until the retired employee turns 65 or is eligible for Medicare, whichever occurs first. To voluntarily terminate, the retired employee shall provide the District with at least 30-day advance written notice (where applicable) of the date he/she intends to terminate benefits.

7085.8.4 Participation is voluntary and requires (when available) a signed notice if coverage is refused by the retired employee.