

**AGENDA**  
1059<sup>th</sup> MEETING OF THE BOARD OF TRUSTEES  
OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

AUGUST 8TH, 2018

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TIME: 5:00 P.M.  
PLACE: Office of the District, 23187 Connecticut Street, Hayward  
TRUSTEES: Elisa Marquez, President, City of Hayward  
Wendi Poulson, Vice-President, City of Alameda  
Eric Hentschke, Secretary, City of Newark  
Humberto Izquierdo, County-at-Large  
P. Robert Beatty, City of Berkeley  
Alan Brown, City of Dublin  
Betsy Cooley, City of Emeryville  
George Young, City of Fremont  
James N. Doggett, City of Livermore  
Jan O. Washburn, City of Oakland  
Robert Dickinson, City of Piedmont  
Kathy Narum, City of Pleasanton  
Ed Hernandez, City of San Leandro  
Subru Bhat, City of Union City

1. Call to order.
2. Roll call.
3. President Marquez invites any member of the public to speak at this time on any issue relevant to the District. (Each individual is limited to three minutes).
4. Approval of minutes of the 1058<sup>th</sup> meeting held July 11<sup>th</sup>, 2018 (**Board action required**)
5. Closed session to discuss proposed amendments to the General Manager's employee contract pursuant to Government Code Section 54957.6 (**Board action required**).
6. Update to the General Manager performance evaluation form (**Board action required**)
7. Report from the Strategic Planning Committee (Information Only)
8. Financial Reports as of July 31<sup>st</sup>, 2018 (Information only):
  - a. Journal entries
  - b. Income statement
  - c. Investments, Reserves, and Cash
9. Presentation of the Monthly Staff Report for August 2018 (Information only).
10. Presentation of the Manager's Report for August 2018 (Information only).
  - a. Staff anniversary recognitions
  - b. Introduction of new Assistant Laboratory Scientist: Miguel Barretto
  - c. AB1234 & AB 1825 training schedule; seat expiration dates
  - d. CSDA, MVCAC, & AMCA annual conference registration interest
  - e. Schedule an upcoming Finance Committee meeting to review investment policies for PARS & OPEB
  - f. Proposed remodel project update

11. Board President asks for reports on conferences and seminars attended by Trustees.
12. Board President asks for announcements from members of the Board.
13. Board President asks trustees for items to be added to the agenda for the next Board meeting.
14. Adjournment.

RESIDENTS ATTENDING THE MEETING MAY SPEAK ON ANY AGENDA ITEM AT THEIR REQUEST.

**Please Note: A copy of this agenda is also available at the District website, [www.mosquitoes.org](http://www.mosquitoes.org) or via email by request. Alternative formats of this agenda can be made available for persons with disabilities. Please contact the district office at (510) 783-7744, via FAX (510) 783-3903 or email at [acmad@mosquitoes.org](mailto:acmad@mosquitoes.org) to request an alternative format.**

## MINUTES

### 1058<sup>th</sup> MEETING OF THE BOARD OF TRUSTEES OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

JULY 11<sup>TH</sup>, 2018

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TIME: 5:00 P.M.  
PLACE: Office of the District, 23187 Connecticut Street, Hayward  
TRUSTEES: Elisa Marquez, President, City of Hayward  
Wendi Poulson, Vice-President, City of Alameda  
Eric Hentschke, Secretary, City of Newark  
Humberto Izquierdo, County-at-Large  
P. Robert Beatty, City of Berkeley  
Alan Brown, City of Dublin  
Betsy Cooley, City of Emeryville  
George Young, City of Fremont  
James N. Doggett, City of Livermore  
Jan O. Washburn, City of Oakland  
Robert Dickinson, City of Piedmont  
Kathy Narum, City of Pleasanton  
Ed Hernandez, City of San Leandro  
Subru Bhat, City of Union City

1. Board President Marquez called the regularly scheduled board meeting to order at 5:02 PM.
2. Trustees Marquez, Poulson, Hentschke, Beatty, Cooley, Young, and Washburn were present; Trustee Brown and Hernandez arrived at 5:07 PM and 5:35 PM, respectively. Trustees Izquierdo and Narum were absent.
3. Board President Marquez invited members of the public to speak on any issue relevant to the District. Laboratory Director Eric Haas-Stapleton was present to aid the General Manager with the Monthly Staff Report for June 2018. Mosquito Control Technician Jeremy Sette was present to record the minutes.
4. Approval of minutes of the 1057<sup>th</sup> meeting held June 13<sup>th</sup>, 2018.  
**Motion:** Trustee Hentschke moved to approve the minutes  
**Second:** Trustee Doggett  
**Vote:** motion carries: Trustee Washburn abstained.
5. Review of a sole-source purchase of an Ultra-low Volume (ULV) fogger from Leading Edge.  
**Discussion:**  
The General Manager presented the review of a sole-source purchase of an Ultra-low Volume (ULV) fogger from Leading Edge.  
**Motion:** Trustee Washburn moved to approve the purchase of an Ultra-low Volume (ULV) fogger from Leading Edge  
**Second:** Trustee Beatty  
**Vote:** motion carries –unanimous.

6. Report from the Strategic Planning Committee

**Discussion:**

Trustee Beatty and Washburn gave a report from the latest Strategic Planning Committee meeting.

7. General Manager Evaluation Committee Annual Evaluation Process

**Discussion:**

The General Manager presented a written summary of the General Manager Evaluation Committee Evaluation Process. President Marquez commented that the document will be a valuable reference for the future and thanked the General Manager for putting it together.

8. Financial Reports as of June 30<sup>th</sup>, 2018

**Discussion:**

The General Manager presented the Financial Reports as of June 30<sup>th</sup>, 2018.

9. Presentation of the Monthly Staff Report for June 2018

**Discussion:**

The General Manager deferred a majority of the presentation of the Monthly Staff Report for June 2018 to Laboratory Director Eric Haas-Stapleton who presented the District's adulticiding efforts in June 2018, as well as other Laboratory efforts. Trustee Washburn asked where the ULV test was conducted (near a landfill, away from any habited areas). Trustee Bhat asked if there was a solution found to the lack of desired results from the adulticiding efforts (will be explained later in the report). Trustee Beatty asked about the difference in efficacy for the closer traps to the ULV driving path (wind was a factor). The General Manager commented on the wind gusts common to the Alameda Creek treatment area. Trustee Brown asked about the rate of application (the ULV adulticiding application was applied within the label rate). Trustee Washburn asked if the District owned "droplet cards" for potential use (calibration was recently done with a partner agency) and asked how District staff determined where to place the CO<sub>2</sub> traps used to monitor efficacy (traps were placed where Lab staff anticipated the highest kill rate (closest to truck path) as well as where Lab staff had previously collected large numbers of mosquitoes in the area). The General Manager gave praise to the collaborative extra effort given by ACMAD staff in the adulticiding efforts, including the Laboratory staff, which still accomplished normal tasks on top of the extra efforts. Trustees Dickinson and Bhat asked if the District had plans to spray again soon (not unless the risk warrants that action). Trustee Washburn asked if there was still West Nile activity in the area (in birds but not in mosquitoes tested). Trustee Beatty asked about the effectiveness of the backpack treatment, especially with the wind factor (same efficacy as the truck-mounted ULV). Trustee Dickinson asked why not wait for a calmer day to spray again (treatment options are considered based on risk factors and the species of being detected). Mosquito Control Technician Jeremy Sette commented that the Operations staff were continuing to monitor and treat the West Nile virus active area, along with its surrounding and adjacent neighborhoods, with intensive efforts. Trustee Beatty asked for confirmation that these efforts were larviciding efforts (yes). President Marquez noted that she was impressed with the ACMAD staff outreach. Trustee Doggett noted that the press release was coming from previous Manager John Rusmisl (it is an error and will be corrected). Trustee Dickinson asked if the General Manager could elaborate on the bills of the Legislative Update (explanation was given). President Marquez asked if the General Manager could provide a brief description of the Legislative Bills concerning the District in the future (yes, further explanation will be given in future reports).

10. Presentation of the Manager's Report for June 2018

**Discussion:**

The General Manager presented the Manager's Report for June 2018 and noted a typo: the locations for items 10(b) and 10(c) should be switched.

11. Board President Marquez asked for reports on conferences and seminars attended by Trustees. President Marquez attended the ACSDA meeting that morning in Hayward. Trustee Dickinson asked if ACMAD received funds from LAFCo redevelopment money (yes). President Marquez noted that if any Board Member wished to attend an ACSDA meeting, they are held every other month and if they were interested in attending, inform the General Manager.
12. Board President Marquez asked for announcements from the Board. Trustee Cooley asked about the general state of the Zika virus (Trustee Beatty and Washburn both answered that in general, the virus' threat in the United States has lessened, for various reasons). Trustee Brown announced the upcoming event of the "Dublin Splatter" and asked if ACMAD could provide a booth (staff will look into it). President Marquez asked if the General Manager will reach out to Board Members about visits to city council (yes, later in the year).
13. Board President Marquez asked trustees for items to be added to the agenda for the next Board meeting. None.
14. The meeting adjourned at 5:50 P.M.

**Respectfully submitted,**

Approved as written and/or corrected  
at the 1059<sup>th</sup> meeting of the Board of  
Trustees held August 8<sup>th</sup>, 2018

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Elisa Marquez, President  
BOARD OF TRUSTEES

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Eric Hentschke, Secretary  
BOARD OF TRUSTEES

**EMPLOYMENT AGREEMENT  
FOR  
GENERAL MANAGER**

This Employment Agreement effective retroactive to July 1, 2017, pursuant to final execution by all parties, is between the Alameda County Mosquito Abatement District, a public agency (“the DISTRICT”), and Ryan Clausnitzer, an individual (“EMPLOYEE”), and is intended to establish compensation, benefits and terms and conditions of employment for General Manager. The District’s Board of Trustees has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as a General Manager, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the Board of Directors, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of General Manager.

**RECITALS**

**WHEREAS**, the DISTRICT desires to retain the service of EMPLOYEE as General Manager of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

**WHEREAS**, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

**WHEREAS**, the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended by the DISTRICT’s Board of Trustee from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment; and

**WHEREAS**, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. TERM.** The term of this Employment Agreement shall commence retroactive to July 1, 2017, and after being executed by EMPLOYEE and approved and executed by the Board of

Trustees. The term of employment is unspecified and contingent upon annual employee evaluations. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

**2. AT-WILL EMPLOYMENT.** EMPLOYEE acknowledges that he is an at-will EMPLOYEE who shall serve at the pleasure of the Board of Trustees at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will EMPLOYEES shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the Board of Trustees to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its Board of Trustees to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

**3. DUTIES AND RESPONSIBILITIES.**

**(a) Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of General Manager, as described in the job description for the General Manager position, as adopted and amended from time to time by the DISTRICT's Board of Trustees, and such other duties and responsibilities as may be assigned in writing by the Board of Trustees. The current job description for General Manager is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he meets the qualifications for employment as stated in Exhibit A.

**(b) Accountability.** EMPLOYEE shall provide service at the direction of and under the supervision of the Board of Trustees. EMPLOYEE shall report directly to the Board of Trustees and will give a report of his/her activities on a periodic basis to the Board of Trustees.

**(c) Job Position.** EMPLOYEE shall serve as General Manager, and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the Board of Trustees for the proper administration of the duties and responsibilities required of General Manager.

**(d) Work Hours.** EMPLOYEE agrees to dedicate his full time and attention to the discharge of General Manager's duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of General Manager, regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of General Manager may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE will not be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty (40) hours per week.

**(e) Other Activities.** EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of General Manager is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Trustees or other DISTRICT employees.

EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon General Manager's time and attention, EMPLOYEE shall disclose in confidence to the Board of Trustees of the nature and scope of any other business activity in which he is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

**(f) Performance Evaluation.** The Board of Trustees shall provide EMPLOYEE with an evaluation of his performance annually or more frequently at its sole discretion. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation, attached in Exhibit C.

**(g) Other Terms and Conditions of Employment.** EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

**4. COMPENSATION AND BENEFITS.** In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits afforded to other employees of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the Personnel policies, procedures, and resolution, the terms of this Employment Agreement will prevail.

**(a) Salary.** During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the Board of Trustees. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for General Manager; by (2) an amount determined pursuant to a total compensation survey of similar positions; (3) an amount equal to the EMPLOYEE's mandated Classic member contribution to



CalPERS or; by (4) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Trustees.

**(b) Performance Recognition.** At the discretion of the Board of Trustees, a monetary performance incentive in the form of Performance Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the Board of Trustees at its sole discretion.

**(c) Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

**(d) Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his actual and necessary expenses incurred in carrying out his duties and responsibilities as General Manager to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

**(e) Professional Activity and Development.** The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, subject to available funds. Further, DISTRICT agrees to pay for EMPLOYEE's annual membership dues to approved associations.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

**(a) By the DISTRICT Without "Cause."** The Board of Trustees has the authority, at its sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

**(b) By the DISTRICT for "Cause."** The Board of Trustees may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

**(c) By Mutual Agreement.** At any time, the DISTRICT and EMPLOYEE may conclude this Employment Agreement by mutual agreement, expressed in writing.

**(d) By EMPLOYEE.** At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his employment with the DISTRICT by providing the Board of Trustees with 30 days written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

**(e) Obligations at the Conclusion of Employment.**

- (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.
- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

**(f) Severance Pay.** In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement to pay EMPLOYEE severance pay.

If the EMPLOYEE is terminated without "cause" within the first five (5) years of employment, the EMPLOYEE will receive a lump sum payment equal to six (6) months of salary as severance pay at EMPLOYEE'S rate of pay at the time of severance.

If the EMPLOYEE is terminated without "cause" after five (5) years of employment, the EMPLOYEE will receive one additional month of salary for each additional year of employment, but not to exceed 12 months of salary in the form of a lump sum payment as severance pay at EMPLOYEE'S rate of pay at the time of severance.

Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other State or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

**6. INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

**7. AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further

exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**8. EXHIBITS.** The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Trustees independent of taking action upon the entire Employment Agreement:

- Exhibit A: Job Description for General Manager
- Exhibit B: Regular Salary Compensation
- Exhibit C: Severance and Release Statement
- Exhibit D: Executive Committee Instructions

**9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other Executive/Manager Employment Agreements, contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect as of the effective date of this Agreement.

**10. NOTICES.** Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the EMPLOYEE. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:  
23187 Connecticut Street  
Hayward, CA 94545

EMPLOYEE's Notice Address:  
23187 Connecticut Street  
Hayward, CA 94545

**11. WAIVER.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Employment Agreement will not be deemed a waiver with respect to any subsequent default or matter.

**12. SUCCESSORS AND ASSIGNS.** This Employment Agreement is personal to EMPLOYEE. He may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**13. CONSTRUCTION AND INTERPRETATION.** The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

**14. ACTION BY THE DISTRICT.** All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion,

consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Trustees or by its representative as specifically authorized in writing by the Board of Trustees to fulfill these obligations under this Employment Agreement.

**15. SEVERABILITY.** If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Alameda County, California.

**17. GOVERNING LAW.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Trustees of the DISTRICT.

**18. ATTORNEY'S FEES.** If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

**19. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he has read and understands this Employment Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

**20. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below

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**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT**

\_\_\_\_\_  
Elisa Marquez  
President, Board of Trustees

\_\_\_\_\_  
Date

**EMPLOYEE**

\_\_\_\_\_  
Ryan Clausnitzer

\_\_\_\_\_  
Date

## **General Manager**

### **DEFINITION**

Under authority of the Board of Trustee, the General Manager plans, organizes, and provides administrative direction and oversight for all District functions and activities; provides policy guidance and program evaluation to the Board and management staff; encourages and facilitates provision of services; fosters cooperative working relationships with partner agencies, State and local intergovernmental and regulatory agencies and various public and private groups.

### **DISTINGUISHING CHARACTERISTICS**

This is an at-will contract position. The General Manager serves as the chief executive of the District, and responsible for enforcement of all District policies, state and federal codes, regulations and laws, the conduct of all financial activities and the efficient and economical performance of the District's operations.

### **SUPERVISION RECEIVED AND EXERCISED**

Exercises direct and general supervision of the entire District staff through subordinate levels of supervision.

### **Accountability**

The General Manager is accountable to and receives policy direction from the Board.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

- Plans, organizes, and administers, either directly or through subordinate management and supervisory staff, coordinates and evaluates the work of the District in accordance with applications laws, code and regulations, and adopted policies and objectives of the District;
- Directs and coordinates the development and implementation of goals, objectives, and program for the Board and the District; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner;
- Oversees the preparation of the annual budget for the District; authorizes directly or through staff, budget transfers, expenditures and purchase; provides information regarding the financial condition and needs to the Board;
- Advises the Board on issues, programs, and financial status; prepares and recommends long- and short-term plans for District service provision, capital improvements, and funding; and directs the development of specific proposals for actions regarding current and future District needs;
- Oversees the administration, use and maintenance of all District facilities and equipment.
- Represents the District and the Board in meetings with governmental agencies, community groups, and various business, professional, regulatory and legislative organizations; acts as the primary District liaison with the media;
- Oversees the District's community outreach, including but not to social media, neighborhood meetings, and the District's website.

- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District;
- Oversee the District's general liability programs;
- Provides for contract services and ensures proper performance of obligations to the District; has responsibility for enforcement of all District policies, codes and regulations;
- Oversees the selection, training, professional development, and work evaluation of District staff; oversees the implementation of effective employee relations and related programs; provides policy guidance and interpretation to staff;
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials;
- Ensures the maintenance of working and official District files;
- Ensures that the Board is kept informed of District functions, activities, and financial status, and of legal, political, and economic issues affecting District activities;
- Monitors changes in laws, regulation, and technology that may affect District operations; implemental policy and procedural changes as required;
- Builds and maintains positive working relationships with District employees, elected officials, contractors, and the public using principles of good customer service.
- Maintains attendance and punctuality that is observant of scheduled hours on a regular basis; and
- Performs other duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Knowledge**

- Administrative principles and practices, including goal setting, program development, implementation, and evacuation and supervision of staff, either directly or through subordinate levels of supervision;
- Principles, practices, and procedures of public administration;
- Functions, services, and funding sources of a mosquito district;
- Applicable federal and state laws, codes, ordinances, and regulations;
- Principles and practices of budget development, administration, and accountability;
- Current political and economic trends affecting District services;
- Modern office practices, methods, computer equipment and computer applications; and
- Recordkeeping principles and procedures;

### **Skills**

- English usage, grammar, spelling, vocabulary, and punctuation;
- Communicate effectively, orally and in writing; prepare written and oral presentations;
- Techniques for effective representing the District in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations; and
- Techniques for providing a high level of customer service by effectively dealing with public, vendors, contractors and District staff.

### **Abilities**

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the District;
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board;
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls;
- Oversee the District financial activities, including administering investments, the development and implementation of the District budget and the control of all expenditures and purchases;
- Interpret, apply, and explain complex laws, codes, and regulations;



- Conduct effective negotiations and effectively represent the District in meetings with governmental agencies, community groups, and various business, professional, regulatory and legislative organizations and the media;
- Direct the preparation of and prepare clear and concise reports, correspondence, policies, procedures, and other written materials;
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implemental recommendations in support of goals;
- Use sound independent judgment within general legal, policy, and procedural guidelines;
- Organize own work, coordinate projects, set priorities, and meet critical time deadlines;
- Operate modern office equipment, including computer equipment and specialized software applications programs;
- Use English effectively to communicate in person, over the telephone, and in writing;
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines; and
- Establish and maintain effective working relationships with those contacted in the course of work.

## **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

### **Education/Training and Experience Guidelines**

Any combination equivalent to experience and training that would likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Experience**

Three (3) years of management or administrative experience in a public agency setting. At least one (1) of the three (3) years with experience in mosquito abatement is preferred.

#### **Education/Training**

A Bachelor's degree from an accredited college or university with major work in public or business administration, finance, biological science, or related field. An advance degree is preferred.

#### **License or Certificate**

A valid California class C driver's license issues by the California State Department of Motor Vehicles and must be insurable under the guidelines set forth by the District's insurance carrier. Or the ability to arrange alternate and timely means of transportation in the performance of assigned duties.

Possession of or ability to obtain and maintain the following certifications from the California Department of Public Health within one (1) year of employment:

- Mosquito Control Technician Certificate
- Vertebrate Vector Certificate
- Invertebrate Certificate

## **WORKING CONDITIONS/PHYSICAL REQUIREMENTS**

Work is performed indoors in a carpeted and air-conditioned office with natural and fluorescent lighting and moderate noise levels, and no direct exposure to hazardous physical substances.

### **Working Conditions**

- Medium Work – This is primarily a sedentary office classification. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard or calculator, and to operate

standard office equipment. Must possess vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employee must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

- Mobility – Must possess mobility to work in a standard office setting; standing in work areas and walking between work areas may be required and use standard office equipment, including a computer, to operate a motor vehicle and to visit various District and meeting sites;
- Other Conditions – Work is frequently disrupted by the need to respond to in-person and telephone inquiries. Employee may interact with upset staff an/or public in interpreting and enforcing District policies and procedures.

Adopted Date: October 11, 2017

Revised: October 1, 2017

Retitled: N/A

FLSA Designation: Exempt

At-Will Contract Position

Alameda County Mosquito Abatement District  
Employment Agreement  
Exhibit B – Regular Salary Compensation

**REGULAR SALARY & BENEFIT COMPENSATION FOR GENERAL MANAGER:  
July 1<sup>st</sup>, 2018 to June 30<sup>th</sup>, 2019**

**Salary:**           \$       6,430           bi-weekly  
                          -or-  
                          \$       \$154,325.36   per year

**Benefits:**

**Longevity Pay based on the following schedule**

<u>Years of Service</u>	<u>Total Increase</u>
After 5 years	1%
After 10 years	2%
After 15 years	3%
After 20 years	4%
After 25 years	5%
After 30 years	6%
After 35 years	7%
After 40 years	8%

**Public Employees' Retirement System (PERS)**

7% contribution from the General Manager (GM) with the District paying the balance of retirement contributions

**Health Benefits**

The ACMAD Board of Trustees capped the medical benefits to the plan used by most employees (currently, Kaiser) for the Bay Area/Sacramento using the State of California 100/90 formula. The District will pay the full premium for the GM up to the cost of (Kaiser), then paying up to 90% of the Kaiser rate for his/her dependents.

**Dental Coverage**

The District will pay the full premium of dental insurance with Delta Dental for the GM and any dependents. The plan pays for covered dental benefits up to \$1,500.

**Vision**

The District pays the full premium for vision insurance with Vision Service Providers (VSP) for the GM and any dependents.

**Life Insurance**

The District shall pay the full premium for the GM's \$25,000 term-life insurance program, paying any increased costs in the year covered by the agreement.

**Disability Insurance**

The District authorizes the GM to participate in short-term and/or long-term disability insurance plans to be reimbursed by the District at the current .9% of salary standard SDI rate.

**Health Insurance for Retirement**

The following vesting schedule has been established as follows for the GM after reaching 50 years of age, with 5 years of credited service derived from ACMAD:

<u>Credit Years of Service</u>	<u>Percentage of Employer Contribution</u>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

**Dental Insurance for Retirees**

The District shall also pay the dental premiums for the GM and their spouse, following the above vesting schedule.

**Vacation, Sick Leave, Special Leave, Working Conditions**

The vacation plan, special leave, and other working conditions are stated in the District Policies approved by the Board of Trustees including a total of fourteen holidays and one floating holiday.

Sick leave is given at a rate of 12 days per year. At retirement, the balance of unused sick leave can be converted to PERS service credit at a rate of .004 years of service credit/ 8 hours if requested within 4 months of separation (CGS §20965).

**Deferred Compensation**

The District will contribute \$1,000 per month towards the General Manager’s 457 deferred compensation plan.

## **COMPREHENSIVE GENERAL RELEASE AND SEVERANCE AGREEMENT**

**Severance Pay.** In the event EMPLOYEE is terminated without “cause,” as determined by the Board of Trustees in its sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE within the first five (5) years of employment, a lump sum payment equal to six (6) months of salary as severance pay at EMPLOYEE’S rate of pay at the time of severance. After five (5) years of employment, the EMPLOYEE will receive one additional month of salary for each additional year of employment, but not to exceed 12 months of salary. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for “cause”, the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE’S employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he will not seek any further compensation for other claimed damage, costs, or attorney’s fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar federal and State laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on a number of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation,

as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, accrued leave balances, or any other EMPLOYEE benefits as outline in the Alameda County Mosquito Abatement District Policy Manual.

### **ACMAD Manager Evaluation Committee Annual Evaluation Process**

Annually in June, the General Manager (GM) is evaluated by the Manager Evaluation Committee (the “committee”) which consists of the current Board President, the past Board President, and the future Board President. The following timeline will attempt to assist those Trustees assigned to this task:

1. May regular Board meeting (2<sup>nd</sup> Wednesday of May)

An information item in the Manager’s report will remind the committee that the evaluation will be due by the June’s meeting.

2. Post-May regular board meeting

The GM will contact the committee members with copies of a blank evaluation form, a self-evaluation, along with the signed evaluation from the prior year.

The committee, led by the current Board President, will coordinate a meeting time with the other committee members to discuss and complete the evaluation.

3. At least one week before June regular board meeting

The Board President will contact the GM to set up a meeting to discuss the completed evaluation, giving her/him time to review before the June Board meeting. The GM and the committee have the option to meet prior to the June meeting to sign off on the evaluation, and discuss any updates related to compensation which could include a salary survey based on the San Mateo, Contra Costa, Napa, and Marin/Sonoma mosquito districts.

4. Prior to the June regular Board meeting

The Board President, and/or the committee, will meet with the GM prior to the regular board meeting to agree on the evaluation and compensation agreement.

5. June regular Board meeting

After the GM leaves the board room, the committee will provide printed copies of the evaluation to the Board in a closed session for discussion, collecting them after. The committee will also recommend the compensation for the following fiscal year.

The Board will come out of closed session, rejoined by the GM, where the Board President will report out the compensation request and ask for a motion to approve this action.



# General Manager Performance Evaluation

Employee:	Hire Date:
Classification: General Manager	
Rating Period:	
Type of Review: <input type="checkbox"/> Annual <input type="checkbox"/> Other	

<b>OVERALL PERFORMANCE RATING</b>		
<p><b>Exceeds Standards</b></p> <p>Individual gives valuable service to the District; such performance consistently exceeds what is reasonably expected of the General Manager.</p>	<p><b>Meets Standard</b></p> <p>Individual consistently demonstrates that essential job responsibilities are fully performed as expected from the General Manager.</p>	<p><b>Does Not Meet Standards</b></p> <p>Individual does not consistently meet job responsibilities.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member, Immediate Past-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member, Future President

\_\_\_\_\_  
Date

I hereby certify that I have received this performance evaluation. I understand that my signature does not necessarily mean that I agree with all the ratings or comments.

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date



## **PERFORMANCE FACTORS**

### **SECTION A. JOB KNOWLEDGE**

Extent to which General Manager demonstrates job knowledge and is aware of current developments in his/her field.

**1. Understands and Communicates Key Issues Affecting the District** – Extent to which the General Manager understands and communicates current social, political and economic trends and operating problems of mosquito abatement agencies with the Board (i.e., with respect to Federal, State, and Regional, and District level issues).

Exceeds Standards	Meets Standards	Does Not Meet Standards
Effectively anticipates, understands, and identifies issues that the Board needs to be advised. Has the ability to effectively translate complex information into user-friendly terms. Expertly navigates difficult and sensitive situations.	Ability to understand and communicate issues related to the District as expected of a General Manager.	Does not demonstrate ability to understand and/or communicate issues to the Board at the level expected of a General Manager.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**2. Political Awareness** – Extent to which the General Manager is not political, but is politically aware and understands the political issues involved in identifying and setting goals to solve District problems.

Exceeds Standards	Meets Standards	Does Not Meet Standards
Demonstrates outstanding ability to comprehend the “whole picture” of an issue and identify solutions and goals to proactively navigate and address.	Ability to understand issues and identify solutions and goals to resolve as expected of a General Manager.	Does not demonstrate the required level or ability to identify potential and/or current political issues to proactively address.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**3. Industry Knowledge** – Extent to which the General Manager has an overall working knowledge of mosquito abatement districts and industry standards.

Exceeds Standards	Meets Standards	Does Not Meet Standards
Demonstrates significant knowledge of mosquito abatement services, and the industry standards. Using that knowledge, provides guidance to staff to ensure the District serves the public.	Has knowledge of mosquito abatement districts and an understanding of industry standards. Ensures the work done by the District adequately serves the public.	Lacks the level of knowledge regarding mosquito abatement and industry standards to effectively ensure District business is adequately performed.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION A. JOB KNOWLEDGE RATING SUMMARY**

Extent to which General Manager demonstrates job knowledge and is aware of current developments in his/her field.

Exceeds Standards	Meets Standards	Does Not Meet Standards
Has well-rounded knowledge in all phases of the job, and possesses willingness to seek subject matter experts as needed. Has exceptional ability in some areas while demonstrating strong expertise within all key areas of responsibilities.	Has knowledge of duties and essential functions to do the job and is competent in performance responsibilities.	Demonstrates significant gaps in knowledge of duties and essential functions or does not demonstrate sustainable performance.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job Knowledge Comments:		

**DRAFT**

**SECTION B. CONSTRUCTIVE RELATIONSHIPS**

Extent to which the General Manager builds internal and external relationships that ensures collaboration.

**1. Working Relationships** - Extent to which the General Manager builds effective working relations with the Board.

Exceeds Standards	Meets Standards	Does Not Meet Standards
Creates a partnership with Board members and Board committees that promotes and maintains the growth of positive collaborative working relationships. Equally responsive and accessible to all Board members. Treats Board members with respect and fairness.	Deals positively with the Board. Establishes and maintains working relations with the Board and Board committees.	Has difficulties working with the Board or does not consistently develop or maintain effective working relationships.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>2. Communication</b> – Ability to effectively articulate in written and verbal communications with the Board.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Communication is proactive, effective and appropriately communicates with all stakeholders. Demonstrates the ability to communicate assertively without causing negative reactions.	Communicates in a clear and concise manner, both orally and in writing. Demonstrates good judgment in selecting the proper mode of communications.	Struggles to effectively communicate either orally or in writing. Does not actively listen. May have oral or written skills below the expected standard for the General Manager. Communicates in a manner that does not convey a favorable image of the District.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Support in Policy Making</b> – Extent to which the General Manager adequately supports the Board in its policy making role.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Proactively identifies and brings to the Board’s attention needed policy projects. Works effectively with the Board to identify options and develop policies.	Provides support to Board to identify and resolve policy decisions.	Does not provide needed support to the Board to facilitate policy making.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4. Public Communication</b> – Extent to which the General Manager manages channels of communication with the public and partner agencies.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Proactively identifies effective channels of communication regarding District programs and services such as social media, neighborhood meetings, and District web site.	Ensure District programs and services are communicated to the public and partner agencies.	District programs and services are not adequately communicated to the public and partner agencies.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Intergovernmental Collaboration</b> - Extent to which the General Manager promotes the District's collaboration and cooperative relations with other public agencies.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Demonstrates ability to ensure the District's collaboration with other public agencies that is beyond the performance expected. Ensures staff involvement, as appropriate. Values partner agencies' participation. Promptly and effectively addresses conflicting interests.	Has established-collaborative and cooperative relationships with other public agencies.	Employee fails to create and/or promote a collaborative approach with other public agencies.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>SECTION B. CONSTRUCTIVE RELATIONSHIPS RATING SUMMARY</b> Extent to which the General Manager builds internal and external relationships that ensures collaboration.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Proactively demonstrates the abilities in initiating, building and consistently maintaining internal and external constructive relationships that promote collaboration that benefits the District.	Ensures ongoing collaborative internal and external relationships are established and maintained.	Is not effective in establishing and/or maintaining constructive internal and/or external relationships.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Constructive Relationships Comments:		

<b>SECTION C. LEADERSHIP AND MANAGEMENT</b> Extent to which the General Manager exhibits effective leadership and management skills to accomplish the District's mission.		
<b>1. Leadership</b> - The ability of the General Manager to lead the way to an inspiring future with a shared vision based upon the Board's directed organizational goals, policies, and priorities.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Positively influences outcomes by setting appropriate short and long term goals and strategies for staff that supports the Board's vision for District. Catalyzes the transition from "good to great" results.	Understands the Board's vision for the growth of the District and works with District staff to take supportive actions to support that vision.	Does not demonstrate ability to carry out the Board's vision or is inconsistent in supporting the Board's vision.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>2. Financial Stewardship</b> – Extent to which the General Manager manages the preparation of a budget, manages the established budget and utilizes financial resources efficiently.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Oversight and management of the budget process and throughout the fiscal year, consistently monitors and anticipates overages in the budget and reacts proactively. Manages financial and material resources; utilizes cost saving measure appropriately.	Leads the budget process and exercises effective cost control. Strives to ensure the District stays within budget. Minimizes the necessity of overtime whenever possible. Management of purchasing regulations and process.	Does not demonstrate appropriate knowledge and management of the budget. budget process, and/or budget management. Consistently is not able to exercise effective cost control.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>3. Human Resources Management</b> – Supports District goals and objectives through human resource management.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Successfully supports the District’s goals and objectives by providing leadership and management to recruit, develop, and retain highly competent staff. Provides staff opportunities and recognition of their value to the team.	Demonstrates consistent employee management. Personnel issues are handled appropriately and professionally. Recognizes employees and gives them a sense of achievement for a job well done.	Inconsistent in ability to address personnel issues in either a timely or appropriate manner. Employees and/or the team are stagnant in their development.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>4. Strategic Ability</b> – Demonstrates the ability to plan, implement, and manage strategic change through long term planning while allowing for flexibility in changing conditions.		
Exceeds Standards	Meets Standards	Does Not Meet Standards
Successfully aligns District resources and actions to support and carry out the Board’s direction/vision. Consistently exhibits flexibility to quickly and effectively meet changing conditions and capitalize on new opportunities as they arise while still adhering to the vision of the Board.	Directs District resources to support the Board’s direction/vision. Demonstrates the ability to plan and implement strategic change and displays optimism and enthusiasm in meeting challenges.	Inability to effectively manage strategic change to support the Board’s direction/vision or discounts the Board’s direction.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION C. LEADERSHIP AND MANAGEMENT RATING SUMMARY**

Extent to which the General Manager exhibits effective leadership and management skills to accomplish the District's mission.

Exceeds Standards	Meets Standards	Does Not Meet Standards
Exhibits the ability to be an inspired leader with the ability to inspire and motivate others, while effectively using management skills to administer and ensure District work successfully contributes to the District's mission and vision.	Demonstrates ability to make decisions, provide direction with confidence and to gain commitment from organization to carry out the District's mission and vision.	Does not demonstrate ability to project confidence and authority in area of expertise. Inability to manage a team. Inconsistent in making timely decisions or appropriate decisions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Constructive Relationships Comments:

**GOALS**

**Rating Period Goals**

*Please note: goals are met.*

**Next Rating Period Goals**

*Please consider adding professional growth goals, which may include training or education.*

**OVERALL PERFORMANCE COMMENTS**

Alameda County Mosquito Abatement Dist.  
**Check Register**  
 For the Period From Jul 1, 2018 to Jul 15, 2018

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount	Accrual
1004	7/9/18	Delta Dental	4,411.85	
1012	7/9/18	Bay Central Printing	2,083.06	AC
1014	7/9/18	Castillo, Erika	142.91	partial ac
1015	7/9/18	Campbell, Cornelius	189.95	AC
1016	7/9/18	Industrial Park Landscape Maintenance	215.00	AC
1017	7/9/18	CarQuest	110.78	AC
1018	7/9/18	Grainger	380.87	AC
1042	7/11/18	CSDA	1,686.56	
1043	7/11/18	Barretto, Miguel	40.95	
1003	7/11/18	CalPERS 457 Plan	3,020.00	
1002	7/13/18	Voya Institutional Trust Company	150.00	
1005	7/13/18	Adapco	3,418.21	AC
1006	7/13/18	Alco Sheet Metal and Heating, Inc.	405.00	AC
1009	7/13/18	Airgas	623.18	AC
1011	7/13/18	Beck's Shoes	570.00	AC
1013	7/13/18	Cintas	1,049.07	AC
1019	7/13/18	Argo Adventure	1,772.43	AC
1020	7/13/18	Mello, Melvin	215.70	AC
1021	7/13/18	National CineMedia, LLC	13,435.00	AC
1022	7/13/18	NBC Supply Corp	219.50	AC
1023	7/13/18	PG&E	98.23	AC
1024	7/13/18	Pitney Bowes	94.82	AC
1025	7/13/18	PFM Asset Management	1,822.66	AC
1026	7/13/18	Schaeffer MFG.Co.	1,166.12	AC
1027	7/13/18	Safety-Kleen	145.00	AC
1028	7/13/18	The Cobblers	190.00	AC
1029	7/13/18	Techniclean	124.85	AC
1030	7/13/18	Waste Management of Alameda County	248.94	AC
1032	7/13/18	The Hartford	74.08	
1033	7/13/18	MVCAC	10,500.00	
1034	7/13/18	Naylor Steel, Inc.	19.32	
1035	7/13/18	Outfront Media	7,500.00	
1036	7/13/18	Port of Oakland	1.00	
1037	7/13/18	Sonitrol	750.00	
1038	7/13/18	Vector Control Joint Powers Agency	124,034.00	
1039	7/13/18	Matthes, Michelle	500.00	
1040	7/13/18	Castillo, Erika	50.00	
1041	7/13/18	U.S Bank Corporate Payment System	46,780.60	AC
1044	7/13/18	VSP	661.20	
ACH (1)	7/13/18	CalPERS Retirement	6,623.30	AC
ACH (2)	7/13/18	CalPERS Retirement	11,892.48	
ACH (3)	7/13/18	CalPERS Retirement	146,325.00	
ACH (4)	7/13/18	CalPERS Retirement	548.00	
County	7/13/18	Alameda County Mosquito Abatement Dist.	72,110.51	

Voided Checks

1007V  
 1031V

**Total Expenditures 07/15/18                      466,400.13**

Alameda County Mosquito Abatement Dist.  
**Check Register**  
 For the Period From Jul 16, 2018 to Jul 31, 2018

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Amount</b>	<b>Accrual</b>
ACH (1)	7/31/18	CalPERS Retirement	11,649.86	
ACH (2)	7/31/18	CalPERS Health	32,527.28	
1001	7/31/18	Alameda County Mosquito Abatement Dist	71,219.29	
1045	7/31/18	Voya Institutional Trust Company	150.00	
1046	7/31/18	CalPERS 457	3,220.00	
1047	7/31/18	P. Robert Beatty	100.00	
1048	7/31/18	Subrahmanya Y Bhat	100.00	
1049	7/31/18	Alan Brown	100.00	
1050	7/31/18	Elizabeth Cooley	100.00	
1051	7/31/18	James N Doggett	100.00	
1052	7/31/18	Robert Dickinson	100.00	
1053	7/31/18	Eric Armin Hentschke	100.00	
1054	7/31/18	Edward Hernandez	100.00	
1055	7/31/18	Anibal Humberto Izquierdo	100.00	
1056	7/31/18	Elisa Marquez	100.00	
1057	7/31/18	Wendi Lynn Poulson	100.00	
1058	7/31/18	Jan Washburn	100.00	
1059	7/31/18	George Young	100.00	
1060	7/31/18	Alameda County LAFCO	773.00	
1061	7/31/18	Adapco	7,831.76	
1062	7/31/18	Automatic Fire Inc	1,612.88	
1063	7/31/18	Airgas	739.97	Partial AC
1065	7/31/18	Bay Central Printing	1,644.06	
1066	7/31/18	Cintas	659.32	
1067	7/31/18	CarQuest	160.50	
1068	7/31/18	City of Hayward FARP	16.00	
1069	7/31/18	California Department of Public Health	175.00	
1070	7/31/18	Grainger	205.52	
1071	7/31/18	P.Lowe	20.44	
1072	7/31/18	Leading Edge Associate, Inc.	7,800.00	
1076	7/31/18	PG&E	1,634.15	
1077	7/31/18	Regional Government	853.75	AC
1078	7/31/18	VSP	661.20	
1079	7/31/18	Waste Management of Alameda County	248.94	
1080	7/31/18	WEX Bank	4,453.57	
1081	7/31/18	Streamline	2,400.00	

Voided Checks

1073V  
 1074V  
 1075V

Total Expenditures 07/31/18 151,956.49



**Alameda County Mosquito Abatement District**  
**Income Statement**  
**Consolidated**  
**July 31, 2018. (1 of 12 mth, 8%)**

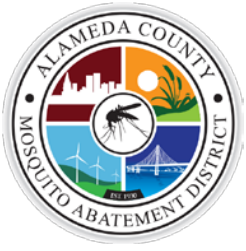
REVENUES	Actual 2015/16 <sup>1</sup>	Actual 2016/17 <sup>1</sup>	Current Month	Year to Date 2018/2019	Budget 2018/2019	Actual vs Budget
<b>Total Revenue</b>	<b>\$ 4,180,831.00</b>	<b>\$ 4,366,903.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,476,728.00</b>	<b>0%</b>

EXPENDITURES	Actual 2015/16	Actual 2016/17	Current Month	Year to Date 2018/2019	Budget 2018/19	Actual vs Budget
Salaries	\$1,661,234	\$1,677,469	\$ 157,836.62	\$ 157,836.62	\$1,933,182	8%
CalPERS Retirement	\$205,340	\$219,892	\$ 160,325.01	\$ 160,325.01	\$301,812	53%
Medicare	\$21,160	\$21,368	\$ 2,123.48	\$ 2,123.48	\$28,031	8%
Fringe Benefits	\$554,630	\$453,877	\$ 38,335.61	\$ 38,335.61	\$508,680	8%
<b>Total Salaries, Retirement, &amp; Benefits</b>	<b>\$2,442,364</b>	<b>\$2,372,606</b>	<b>\$358,621</b>	<b>\$358,621</b>	<b>\$2,771,705</b>	<b>13%</b>
Clothing and personal supplies (purchased)	\$7,169	\$8,955	\$ -	\$ -	\$6,000	0%
Laundry service and supplies (rented)	\$7,162	\$8,840	\$ 659.32	\$ 659.32	\$9,500	7%
Utilities	\$22,214	\$27,084	\$ 1,883.09	\$ 1,883.09	\$36,500	5%
Communications-IT	\$32,756	\$54,128	\$ 10,200.00	\$ 10,200.00	\$122,200	8%
Maintenance: structures & improvements	\$6,739	\$19,503	\$ 19.32	\$ 19.32	\$25,000	0%
Maintenance of equipment	\$24,175	\$27,051	\$ 188.87	\$ 188.87	\$35,000	1%
Transportation, travel, training, & board	\$75,326	\$124,827	\$ 5,753.57	\$ 5,753.57	\$134,210	4%
Professional services	\$159,499	\$82,082	\$ 1,686.56	\$ 1,686.56	\$190,620	1%
Memberships, dues, & subscriptions	\$14,540	\$20,191	\$ 11,448.00	\$ 11,448.00	\$21,402	53%
Insurance - VCJPA	\$106,268	\$113,867	\$ 124,034.00	\$ 124,034.00	\$127,851	97%
Community education	\$12,450	\$40,222	\$ 9,285.99	\$ 9,285.99	\$33,000	28%
Operations	\$187,490	\$176,758	\$ 9,445.64	\$ 9,445.64	\$234,000	4%
Household expenses	\$13,790	\$17,373	\$ 766.00	\$ 766.00	\$19,350	4%
Office expenses	\$14,195	\$18,590	\$ -	\$ -	\$15,100	0%
Laboratory supplies	\$76,130	\$80,008	\$ 741.16	\$ 741.16	\$118,148	1%
Small tools and instruments	\$1,155	\$2,513	\$ 177.15	\$ 177.15	\$2,500	7%
<b>Total Staff Budget</b>	<b>\$ 780,944.00</b>	<b>\$833,192</b>	<b>\$ 176,288.67</b>	<b>\$ 176,288.67</b>	<b>\$1,130,381</b>	<b>16%</b>
<b>Total Operating Expenditures</b>	<b>\$ 3,032,263.00</b>	<b>\$3,479,710</b>	<b>\$ 534,909.39</b>	<b>\$ 534,909.39</b>	<b>\$3,902,086</b>	<b>14%</b>

1 - Subcategories in Fiscal years 2015/16 and 2016/17 do not add up due to accruals not being posted.

**Alameda County Mosquito Abatement District  
Investment, Reserves, and Cash Balance Report  
July 31, 2018. (1 of 12 mth, 8%)**

Account #	Investment Accounts	Beginning Balance	Deposit Withdrawals	Interest Earned	New Balance
800005	LAIF	\$ 7,048.29	\$ 1,588,000.00	\$ 33.45	\$ 1,595,081.74
800006	OPEB Fund	\$ 4,282,466.08		\$ 76,751.59	\$ 4,359,217.67
101106	VCJPA Member Contingency	\$ 336,801.00		\$ 1,209.00	\$ 338,010.00
101106.1	VCJPA Property Contingency	\$ 50,263.00		\$ 180.00	\$ 50,443.00
800007.1	CAMP: Repair and Replace	\$ 504,502.38	\$ 193,161.00	\$ 1,058.59	\$ 698,721.97
800007.2	CAMP: Public Health Emergency	\$ 504,502.38	\$ -	\$ 902.66	\$ 505,405.04
800007.3	CAMP: Operating Reserve	\$ 1,008,281.09	\$ 856,642.00	\$ 2,495.55	\$ 1,867,418.64
800007.4	CAMP: Capital Reserve Fund	\$ -	\$ 250,000.00	\$ 201.81	\$ 250,201.81
800008	PARS: Pension Stabilization	\$ 499,016.94			\$ 499,016.94
Account #	Cash Accounts	Beginning Balance	Expenditures	Deposits/ Income	New Balance
101110	Bank of America (Payroll Account)	\$ 124,538.78			\$ 128,309.98
101111	Bank of The West (Transfer Account)	\$ 106,645.68		\$ 687.33	\$ 102,931.15
100001	County Account	\$ 4,056,337.15	\$ 3,954,110.51	\$ 151.64	\$ 102,378.28



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George Young

**Fremont**

James N. Doggett

**Livermore**

Jan O. Washburn

**Oakland**

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**Piedmont**

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**Pleasanton**

Ed Hernandez

**San Leandro**

Subru Bhat

**Union City**

**Ryan Clausnitzer**

General Manager

**1. OPERATIONS REPORT**

During the month of July, detections of West Nile virus (WNV) activity continued in the cities of Newark, Union City, and expanded into Fremont. Four more positive crows were collected as well as WNV-positive *Culex pipiens* and *Culex erythrothorax*. Operations staff inspected and treated all sources capable of producing *Culex spp.* including canals, catch basins, storm drains, and fresh water marshes.

One fresh water marsh, the "South Marsh Pond", has undergone a significant evolution in recent years. This marsh traditionally dried down by mid-summer and no longer posed a mosquito breeding issue. Heavier rains and a raised water table have caused the marsh to maintain water levels throughout the year and this has resulted in both tule and bulrush expansion over much of what was historically a duck hunting club. Approximately 40 acres of the 60-acre marsh now have dense vegetative growth. This has rendered treatments with district equipment ineffective. *Culex erythrothorax*, a species closely tied to tule and bulrush, were collected in very high numbers (over 10,000 in one night) in traps placed in and adjacent to this marsh by the ACMAD lab. Access issues, the numbers of mosquitoes breeding in the marsh, and the amount of WNV activity in the immediate area prompted operations to hire Alpine Helicopter Services to conduct a helicopter larviciding treatment. On July 13<sup>th</sup>, 40 acres of the South Marsh Pond was treated by helicopter with 800 pounds of Vectomax FG, a granule bacterial larvicide. Numerous members of the field operations staff were on-hand to assist with the operation. **Figure 1** (on the following page) depicts the operation. The green line is the path of the helicopter, the orange bands signify where the material was being applied. The operation went smoothly, and quality control trays placed by staff collected the granule as it fell to the source--demonstrating adequate coverage and dispersal at the label rate. On-going discussions with the property owner, County of Alameda Flood Control, to improve access for mosquito abatement efforts is ongoing.

Operations always schedules inspections and treatments around known mosquito high tides sources in the spring, summer, fall to ensure *Aedes dorsalis* are controlled in a timely manner. Eggs from this aggressive day-biting mosquito are laid on marsh vegetation in areas that receive water from high-tide events. Inundation from the tides hatch the eggs and the larvae can go through their larval and pupal cycles and emerge as adults in a matter of days, especially when the temperatures are warm. Their eggs can remain viable for many years when conditions are right. Operations staff are keenly aware of this mosquito's biology, how aggressive it can be, and how many service requests this species can generate.

Operations staff received an unpleasant surprise this month. A marsh area adjacent to a new housing development in Newark had been modified from being an impounded salt marsh that traditionally only filled due by rain, to a source that now receives water during high tides. An emergence of *Aedes dorsalis* occurred in this relatively small marsh and resulted in over 40 requests for service from residents of the new development that is not even fully constructed. Needless to say, this new dorsalis source will be added to ACMAD's inventory and will be monitored closely after all future high tide events.

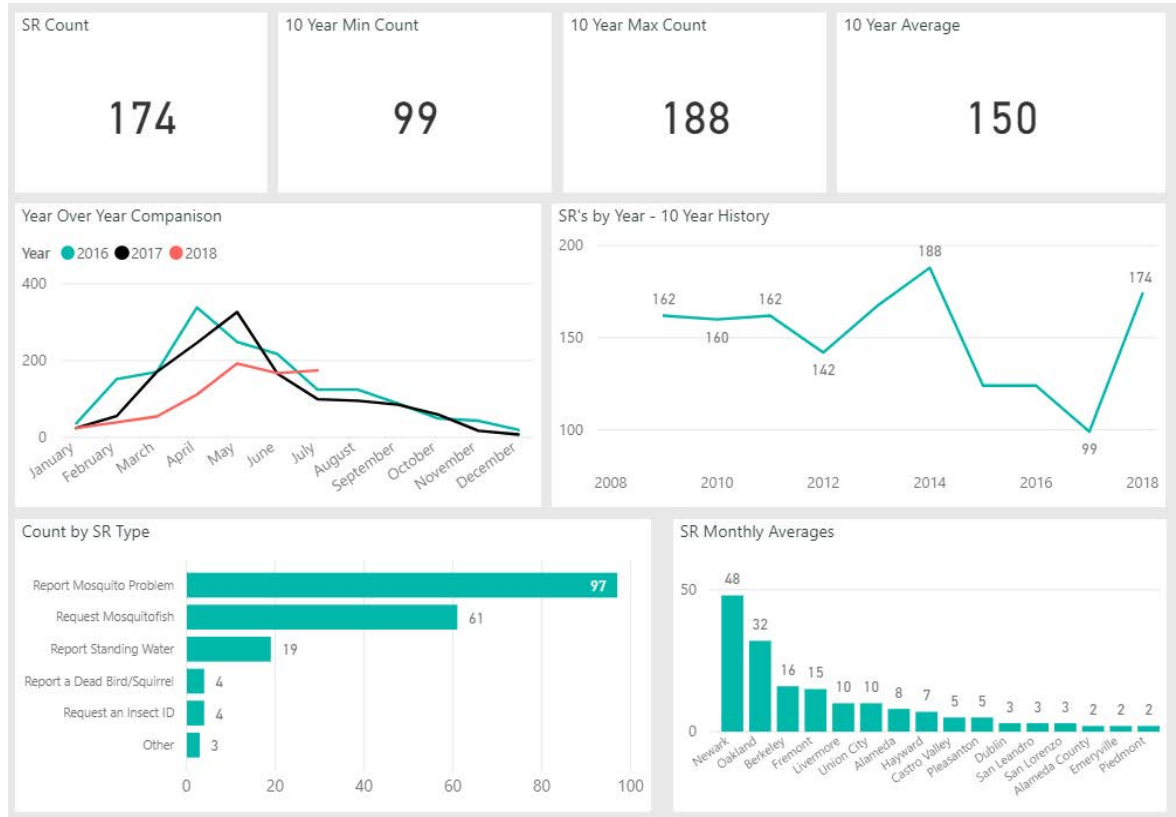
Joseph Huston  
Field Operations Supervisor

Figure 1. Helicopter larvicide operation in Union City

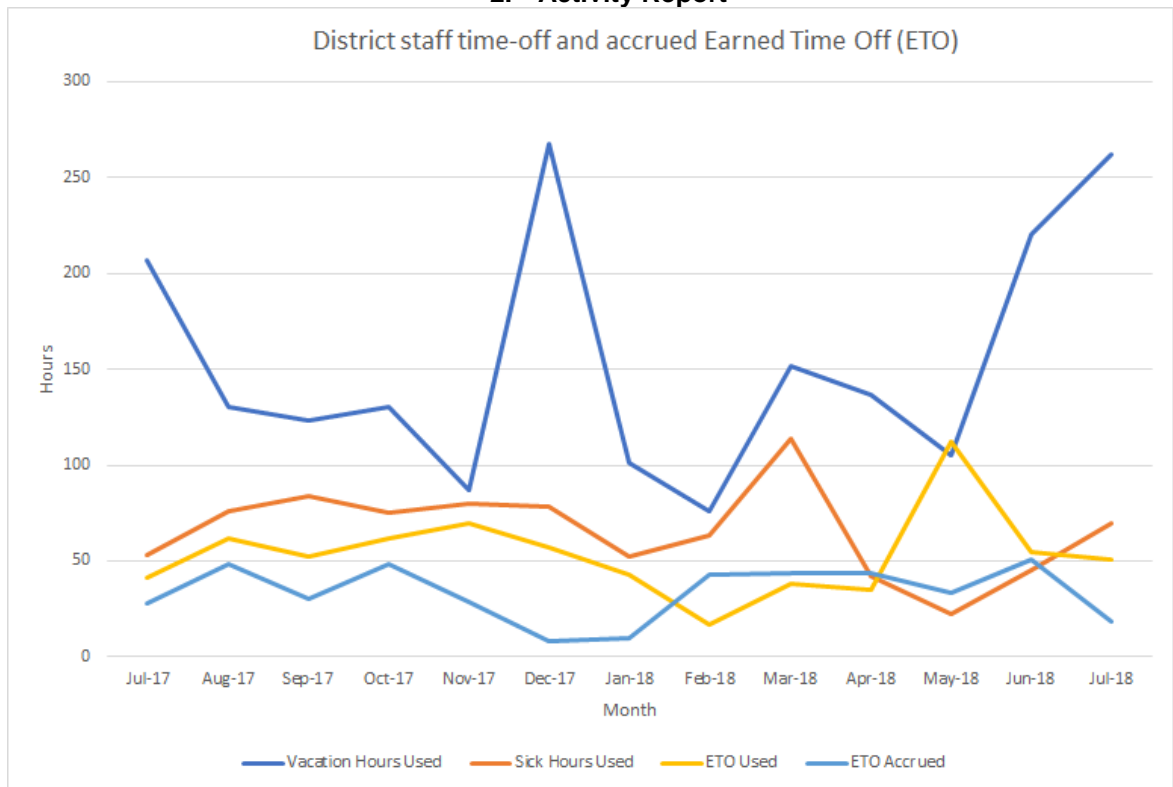


## A. Operational Data

### 1. Service Request



### 2. Activity Report



## 2. LAB

### Summary

- West Nile virus (WNV) was detected in 4 American Crows and 2 groups of mosquitoes that were collected in Union City during July 2018.
- Mosquito abundance was moderately higher in July relative to the prior month, which is typical for the season.
- Assessment of larvicide applied by helicopter to a marsh north of Sea Breeze Park to reduce the abundance of *Culex erythrothorax* showed the application in the marsh was within label rate.

### Arbovirus Monitoring

- During the month of July 2018, West Nile virus (WNV) was detected in four American Crows and two collections of mosquitoes (Table 1). To date, a total of 10 birds and 9 collections of mosquitoes have been found to contain WNV during 2018.
- None of the mosquitoes or birds that were collected during 2018 were found to contain Saint Louis encephalitis virus (SLEV) or Western equine encephalitis virus (WEEV).

**Table 1. WNV in mosquitoes and birds collected in Alameda County during 2018.**

Arbovirus	Collection Date	Species	Location	City
WNV	May 22	<i>Cx. pipiens</i>	Hayward Regional Shoreline	Hayward
WNV	May 24	American Crow	Pioneer Elementary School	Union City
WNV	May 29	<i>Cx. tarsalis</i>	Alameda Creek Trail	Union City
WNV	May 31	House Sparrow	Cold Water Drive	Castro Valley
WNV	June 5	American Crow	Sea Breeze Park Area	Union City
WNV	June 7	<i>Cx. tarsalis</i>	Sea Breeze Park Area	Union City
WNV	June 8	<i>Cx. tarsalis</i>	Alameda Creek Trail	Union City
WNV	June 8	American Crow	Sea Breeze Park Area	Union City
WNV	June 15	<i>Cx. tarsalis</i>	Alameda Creek Trail	Union City
WNV	June 15	<i>Cx. erythrothorax</i>	Sea Breeze Park Area	Union City
WNV	June 19	<i>Cx. tarsalis</i>	Sea Breeze Park Area	Union City
WNV	June 29	American Crow	Veteran's Memorial Park	Union City
WNV	June 29	American Crow	Veteran's Memorial Park	Union City
WNV	July 6	American Crow	Fremont Blvd and Thorton Ave	Fremont



WNV	July 11	<i>Cx. pipiens</i>	Pioneer Elementary School	Union City
WNV	July 11	<i>Cx. erythrothorax</i>	Sea Breeze Park Area	Union City
WNV	July 17	American Crow	Fremont Blvd and Central Ave	Fremont
WNV	July 25	American Crow	Fremont Blvd and Thorton Ave	Union City
WNV	July 30	American Crow	Decoto Road and Alavarado-Niles Road	Union City

### **Native Mosquito Abundance**

- For the month of July, there was no recorded rainfall, the average maximum temperature was 74 °F, (Hayward, CA). The prior two months had average maximum temperatures of 68 °F and 74 °F.
- Over the course of the month, 192 EVS CO<sub>2</sub> traps were placed; 11,577 mosquitoes were collected and identified to species (Figure 1). There was an average of 60.3 mosquitoes per trap night; a 1.4-fold increase in the number of mosquitoes collected relative to the prior month. The increase in the number of mosquitoes can be attributed to increased sampling efforts for *Cx. erythrothorax* at known breeding sites. *Culex erythrothorax* remains the most highly abundant species collected in EVS CO<sub>2</sub> traps, followed by *Culex tarsalis* and *Culiseta incidens* (Figure 2). The geospatial distribution of mosquito species collected at each trap site is displayed in Figure 3.
- Mosquito abundance, as measured using NJLT, was similar to the prior month (1.65-fold higher relative to June; total of 888 mosquitoes over 238 trap nights; 3.73 mosquitoes / trap night).

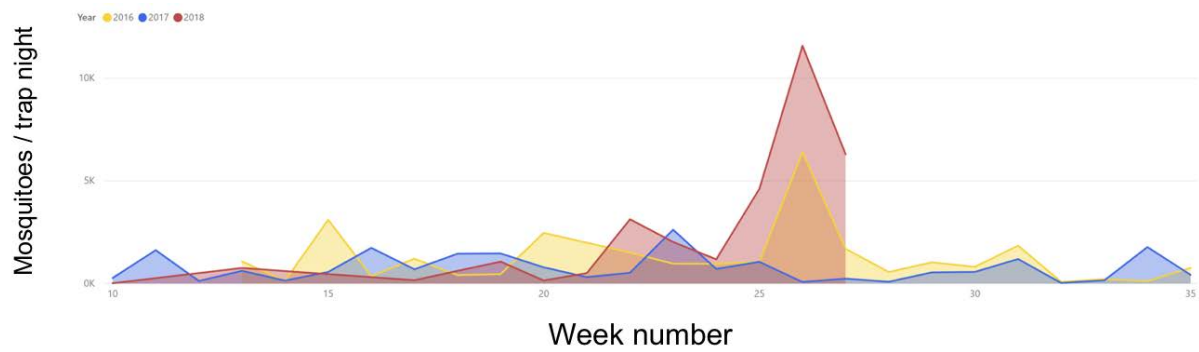
### **Invasive Aedes Monitoring**

- Invasive *Aedes* mosquitoes have not been detected in any mosquito trap placed in Alameda County during 2018.

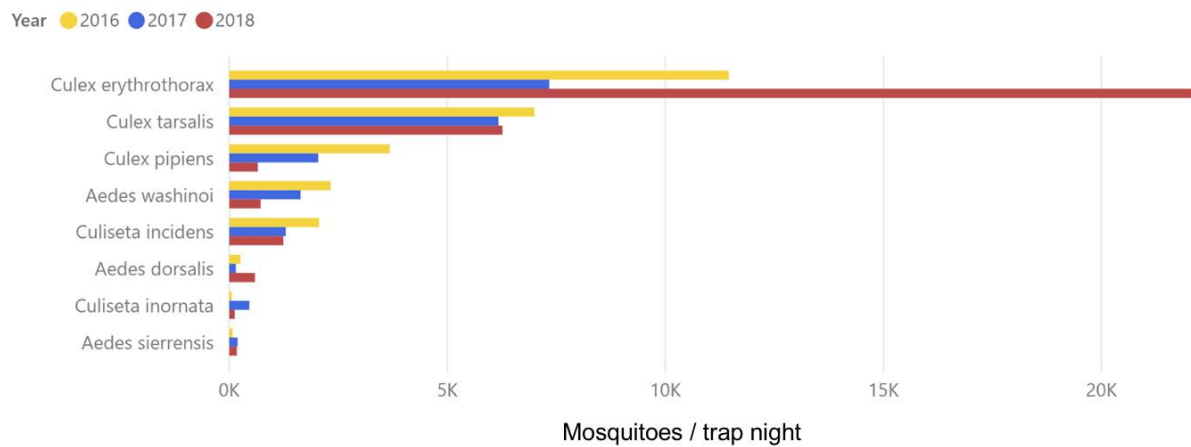
### **Assessment of Larvicide Treatment**

A helicopter was used to apply VectoMax at South Marsh Pond in Union City (north of Sea Breeze Park) on July 13, 2018 to reduce the abundance of *Cx. erythrothorax* in the area. Survey trays (10 x 14 inches; n = 27) were placed in within the marsh, outside of the treatment are, and inside the treatment area under vegetation or exposed. After the larvicide application, the survey trays were collected and the quantity of VectoMax in each tray was measured using an analytic balance. The results show that the application rate in the marsh was within label rate (12.4 +/- 3.2 bounds per acre), and very little VectoMax was applied outside of the treatment area (Figure 4).

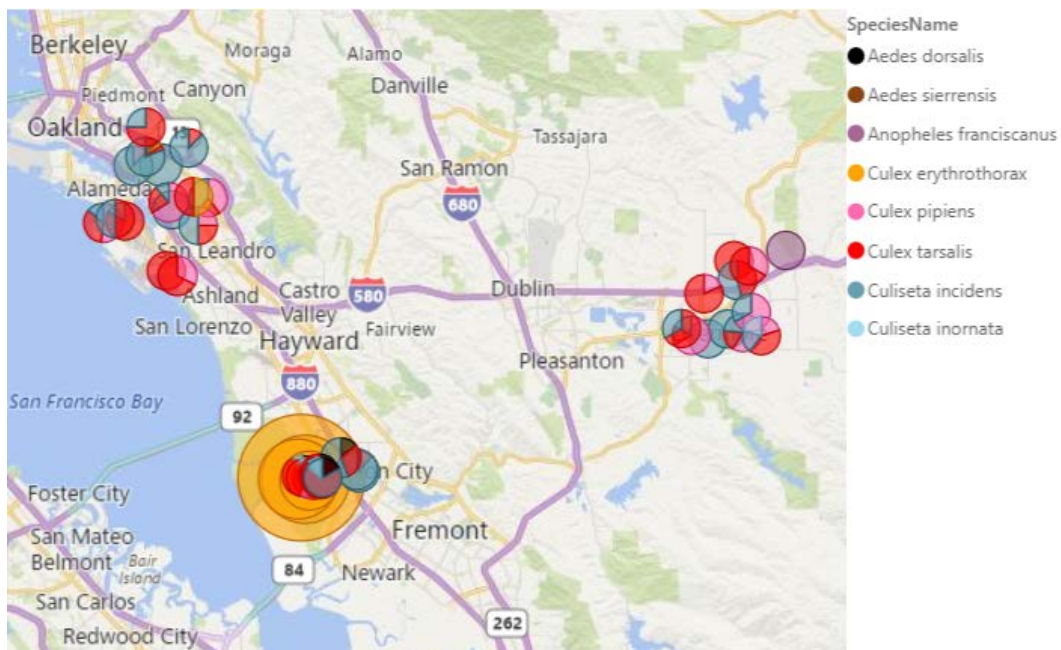
## FIGURES



**Figure 1. Mosquitoes captured in EVS CO<sub>2</sub> traps from 2016 – 2018.** A total of 11,577 mosquitoes were captured in EVS CO<sub>2</sub> traps during July 2018 and identified to species.

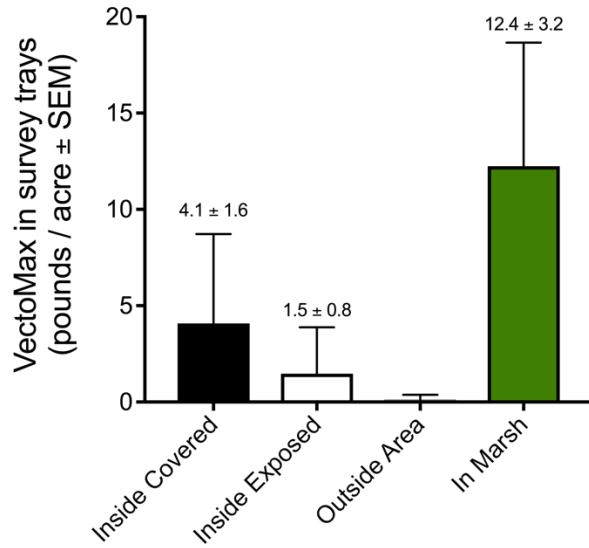


**Figure 2. The eight-most abundant species of mosquito captured year to date for 2016, 2017, and 2018 using EVS CO<sub>2</sub> traps.**





**Figure 3. Mosquito abundance by trap site evaluated using EVS CO<sub>2</sub> traps.** Pie charts over trap sites indicate the distribution of mosquito species collected at the trap site. The size of the pie charts indicates the relative number of mosquitoes at each site during July 2018. Sites with two or fewer mosquitoes collected in the traps are not shown on the map. The largest orange pie charts over Alameda Creek indicates a total 54,448 female *Culex erythrothorax*.



**Figure 4. Assessment of application rate for VectoMax applied by helicopter to South Marsh Pond (Union City).** Survey trays (n = 27) were placed within the marsh and near the marsh, inside or outside of the treatment area. The results show that VectoMax was applied within the label rate inside the marsh. Low quantities of VectoMax were detected in the treatment area that abutted the marsh, and negligible quantities of VectoMax were detected outside of the treatment area.

Submitted respectfully by Eric Haas-Stapleton, PhD on August 1, 2018.

### 3. PUBLIC EDUCATION

#### A. Events

##### i. Upcoming

- **Third Thursday Street Party** – Thursday, August 16<sup>th</sup> (Downtown Hayward)
- **Festival of the Globe Mela Fair** – Saturday, August 18<sup>th</sup> - Sunday, August 19<sup>th</sup> (Downtown Fremont)
- **Urban Shield Gray Command Alameda County Preparedness Fair** – Saturday, September 8<sup>th</sup> (Castro Valley)
- **Solano Stroll** – Sunday, September 9<sup>th</sup> (Berkeley/Albany)
- **Dublin Splatter** – Saturday, September 15<sup>th</sup> (Dublin)
- **Newark Days** – Sunday, September 23<sup>rd</sup> (Newark)

##### ii. Past

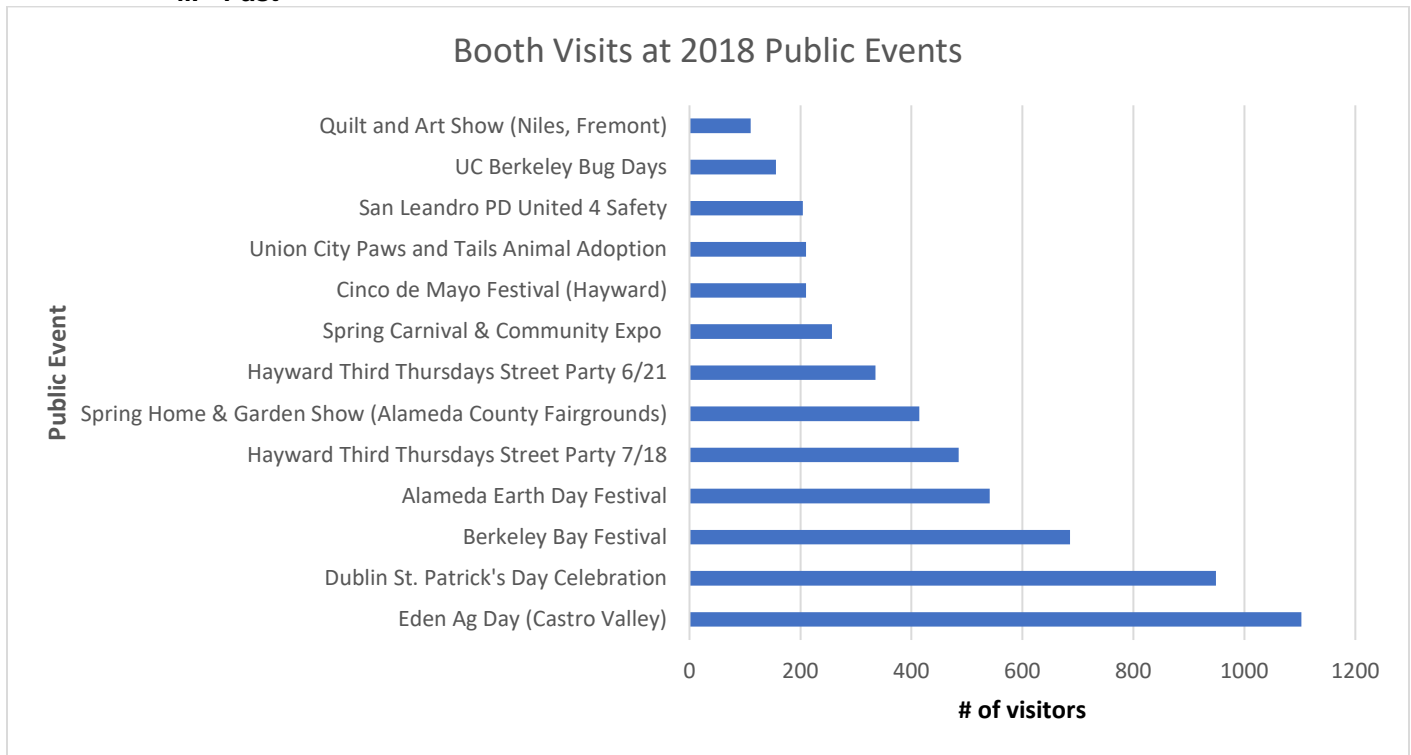


Figure 1. Number of visitors that attended events from January 1<sup>st</sup> to August 1, 2018

#### B. Advertisement Campaigns

- Internet Ads for invasive *Aedes* mosquitoes (ELC funded)
  - Started May 20<sup>th</sup> and ran through July 18<sup>th</sup> (218,467 total impressions delivered)
  - Displayed 42,550 times in May
  - Displayed 110,058 times in June
  - Displayed 65,859 times in July
- Print ads (*East Bay Express*)
  - Started May 30<sup>th</sup> and ran through November 27<sup>th</sup>
- Billboard Ad (ELC funded for 1 month)
  - Started June 1<sup>st</sup> and ran through July 28<sup>th</sup>
- Movie Theater Ads
  - Started June 8<sup>th</sup> and ran through August 15<sup>th</sup>
  - Theaters locations: Century 25 Union Landing 25 (Union City), Century Pacific Commons 16 (Fremont), Hacienda Crossings 21 (Dublin), NewPark 12 (Newark)
- Internet Ads for ACMAD
  - Started June 24<sup>th</sup> and ran through October 19<sup>th</sup>
  - Displayed 26,460 times in June (one week only)

### C. Google Analytics

#### Audience Overview

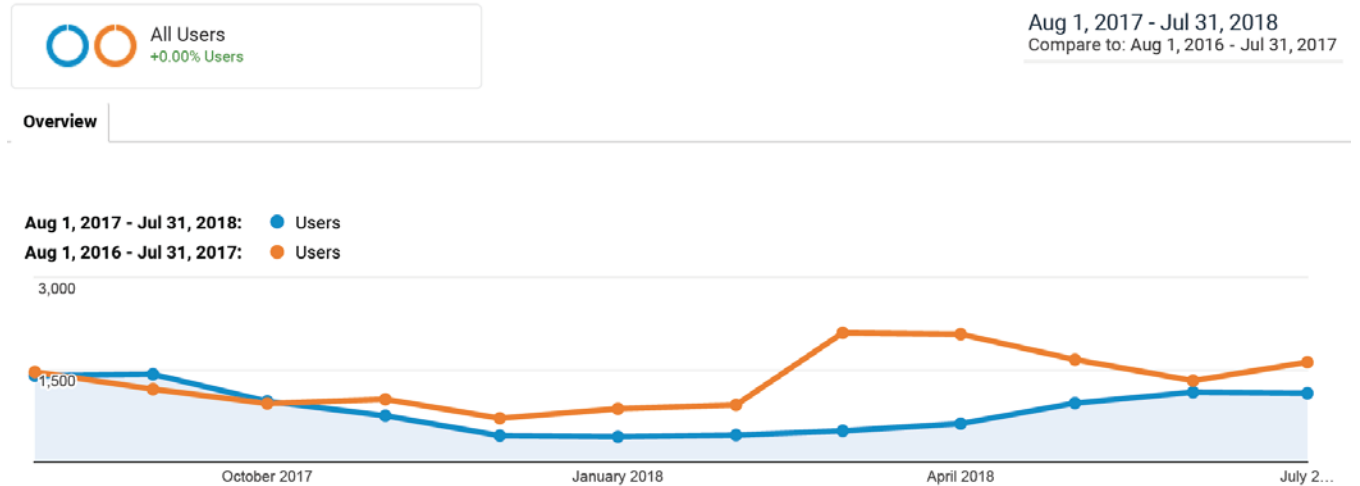


Figure 2. Comparison of website users over the past two years

#### Audience Overview

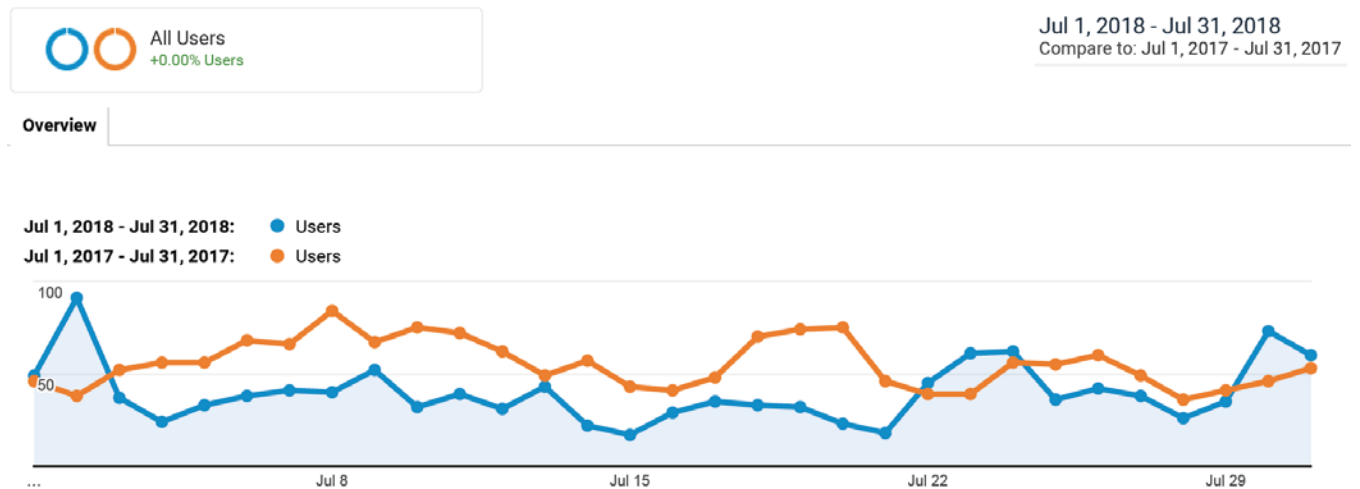
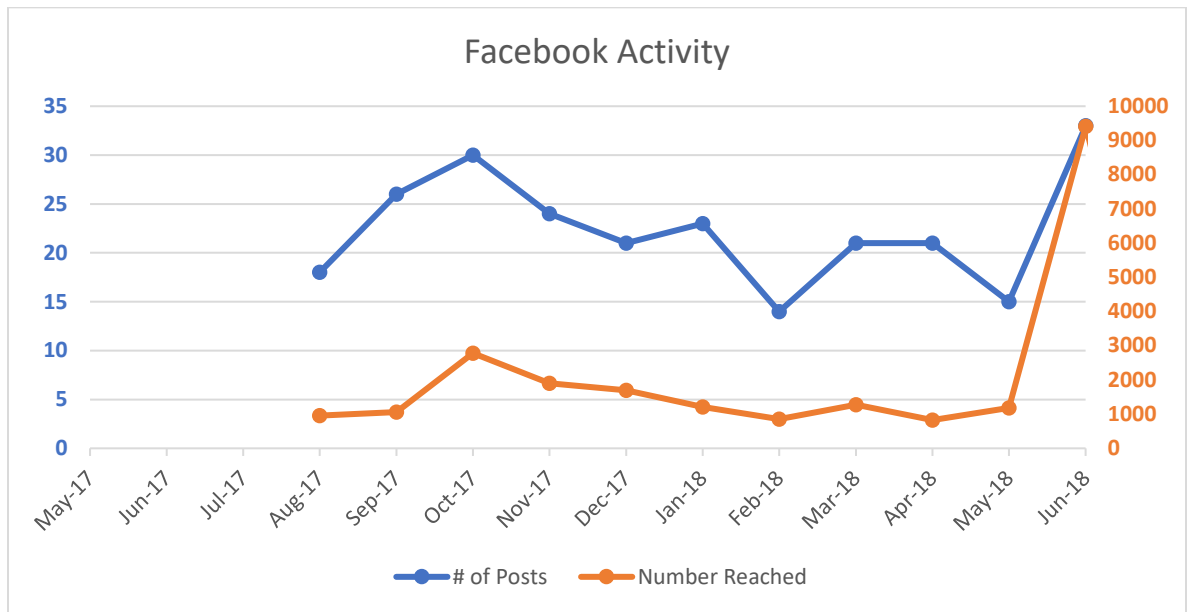


Figure 3. Comparison of website users over the past two years for the month of July

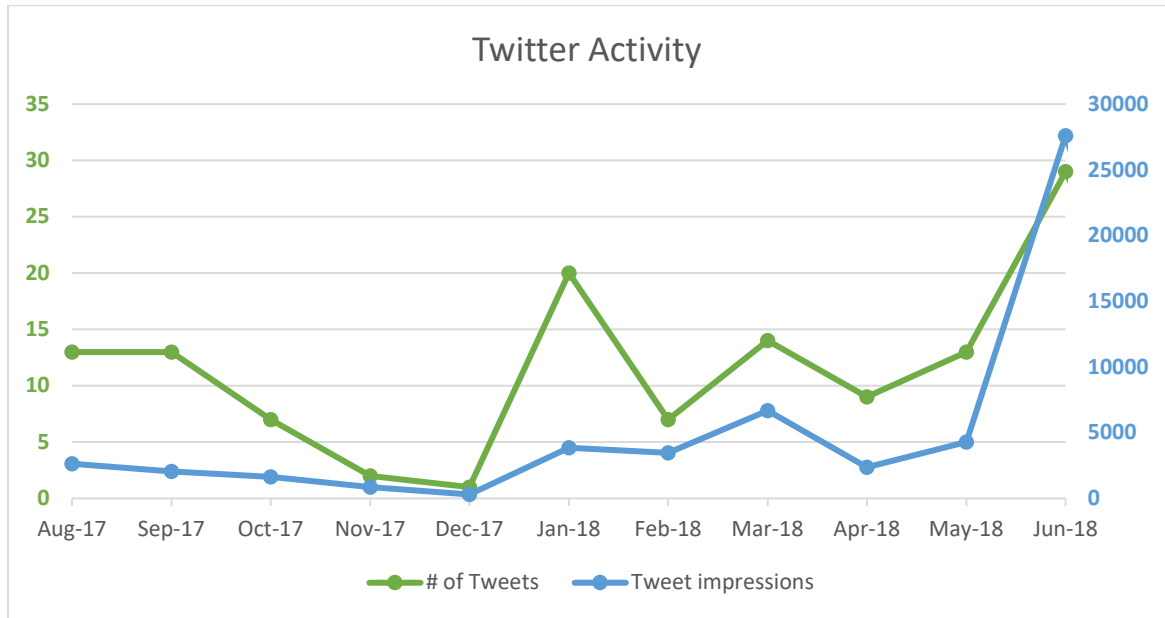
**D. Facebook**



**Total Number of Followers:** 167 (up from 165 in June)

**July's Most Popular Post:** The Alameda County Special Districts Association (ACSDA) is hosting a local student video contest for high school and college students in conjunction with the Districts Make the Difference statewide competition..

**E. Twitter**

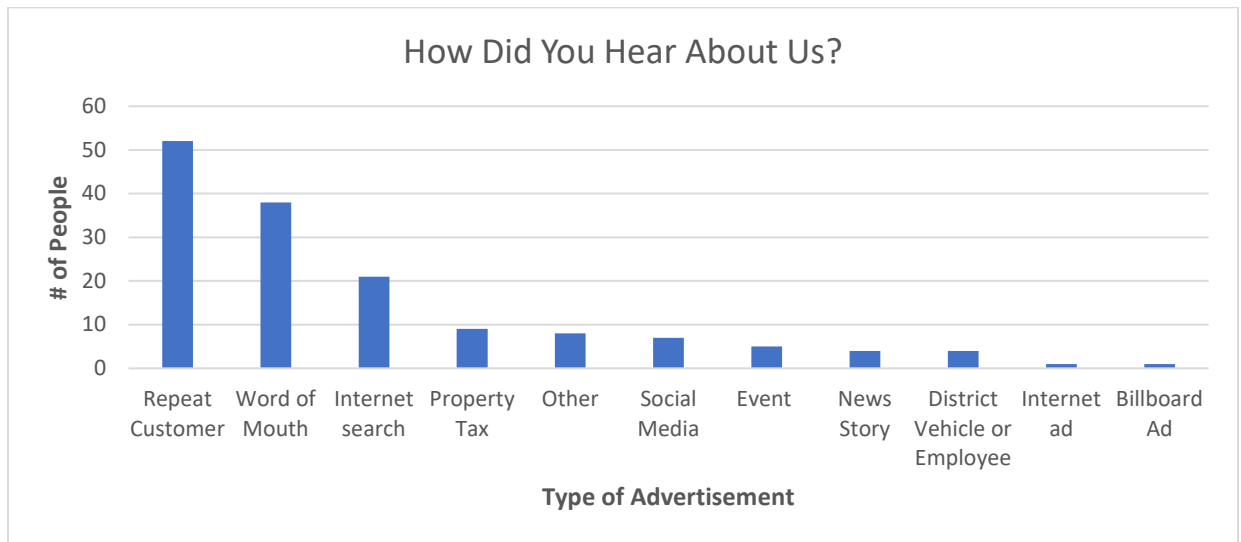


**Number of Profile Visits in June:** 128

**Total Number of Followers (New This Month):** 608 (3)

**Top July Tweet:** Two of the best ways to avoid contracting mosquito-transmitted diseases.

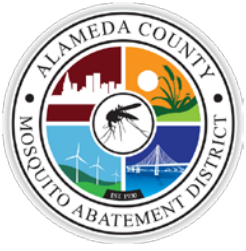
**F. Service Request Referral Summary**



**Note:** Movie Theater Ads and the Phone Book are also options for this question, but were not included on this chart, because they were not selected in the month of July. Three people chose “Other” including 1) a friend referred them from the UC Berkeley Valley Life Sciences Building, 2) a pamphlet, 3) and via the City of Union City.

**4. LEGISLATIVE UPDATE:**

	Bill Name and description	Status	ACMAD Position	ACMAD Action
<i>California</i>				
<b>MVCAC</b>	<b>AB 2892:</b> This bill would create the California Mosquito Surveillance and Research Program, to be administered by the CDPH, and would require the department to maintain and fund an interactive website for management and dissemination of data on mosquito-borne virus and surveillance control, among other functions.	Passed Assembly, in Senate, referred to Senate Appropriations committee: hearing date 8/6/18	Support	Legislative Visits and support letter
<b>CSDA</b>	<b>SB 929:</b> This bill would require every independent special district to maintain a website that clearly lists contact information for the special district.	Passed Senate, in Assembly	Support	Legislative Visits and support letter
<i>Federal</i>				
<b>AMCA</b>	<b>S.340 &amp; H.R 953:</b> These bills would amend the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Water Pollution Control Act to prohibit the Environmental Protection Agency or a state from requiring a permit under the National Pollutant Discharge Elimination System (NPDES) for a discharge of a pesticide from a point source into navigable waters if the discharge is approved under FIFRA.	Introduced in the Senate; Passed the House of Representatives	Support	Support Letter



23187 Connecticut Street  
Hayward, CA 94545

T: (510) 783-7744  
F: (510) 783-3903

[acmad@mosquitoes.org](mailto:acmad@mosquitoes.org)

## Trustee and Staff Anniversary Recognitions:

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#### **Alameda**

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George Young

#### **Fremont**

James N. Doggett

#### **Livermore**

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#### **Oakland**

Robert Dickinson

#### **Piedmont**

Kathy Narum

#### **Pleasanton**

Ed Hernandez

#### **San Leandro**

Subru Bhat

#### **Union City**

#### **Ryan Clausnitzer**

*General Manager*

### Background:

Starting this month, ACMAD will recognize the contribution of its Trustees and Staff in the regular board meeting packet. ACMAD is pleased to recognize and thank the following employees on their anniversaries in the months of July and August.

Employee	Job Title	Years of Service	Anniversary Date
Joseph Huston	Field Operations Supervisor	27	July 1 <sup>st</sup>
Eric Haas Stapleton	Lab Director	3	July 1 <sup>st</sup>
Ryan Clausnitzer	General Manager	3	July 2 <sup>nd</sup>
Robert Ferdan	IT Director	3	July 16 <sup>th</sup>

**ACMAD Appointment date, longevity, training dates as of August, 2018.**

<b>NAME</b>	<b>SEAT</b>	<b>Date Appointed</b>	<b>Years on Board</b>	<b>Expires</b>	<b>AB1234 Completed</b>	<b>AB1234 Due</b>	<b>President year</b>	<b>AB1825 Completed</b>	<b>AB1825 Due</b>
Wendi Poulson	Alameda	10/20/2015	3	1/1/2020	<b>1/15/2018</b>	1/15/2020	2019	7/25/2018	7/24/2020
Robert Beatty	Berkeley	4/26/2016	2	1/1/2020	<b>5/21/2018</b>	5/20/2020	2021	11/21/2016	<b>11/21/2018</b>
Betsy Cooley	Emeryville	12/6/2016	2	<b>1/1/2019</b>	<b>12/12/2016</b>	<b>12/12/2018</b>	2023	12/24/2016	<b>12/24/2018</b>
Alan Brown	Dublin	1/9/2018	0	1/1/2020	<b>2/9/2018</b>	2/9/2020	2026	3/7/2018	3/6/2020
George Young	Fremont	2/1/2013	5	<b>1/1/2019</b>	<b>2/7/2018</b>	2/7/2020	<del>2015</del>	12/16/2016	<b>12/16/2018</b>
Elisa Marquez	Hayward	3/3/2015	3	<b>1/1/2019</b>	<b>2/21/2018</b>	2/21/2020	2018	1/6/2018	1/6/2020
James N. Doggett	Livermore	1/1/1977	41	<b>1/1/2019</b>	<b>12/10/2017</b>	12/10/2019	2028	1/16/2017	1/16/2019
Eric Hentschke	Newark	1/14/2016	2	1/1/2020	<b>1/11/2018</b>	1/11/2020	2020	7/30/2018	7/29/2020
Jan Washburn	Oakland	12/1/1993	25	<b>1/1/2019</b>	<b>1/22/2017</b>	1/22/2019	2029	12/16/2016	<b>12/16/2018</b>
Robert Dickinson	Piedmont	5/1/2014	4	1/1/2020	<b>1/2/2018</b>	1/2/2020	2027	1/26/2017	1/26/2019
Kathy Narum	Pleasanton	10/1/2013	5	<b>1/1/2019</b>	<b>9/3/2017</b>	9/3/2019	<del>2017</del>	11/9/2016	11/9/2018
Ed Hernandez	San Leandro	1/3/2017	1	1/1/2020	<b>6/12/2017</b>	6/12/2019	2024	5/1/2017	5/1/2019
Subru Bhat	Union City	1/9/2018	0	1/1/2020	<b>1/11/2018</b>	1/11/2020	2025	1/11/2018	1/11/2020
Humberto Izqueirido	County at Large	5/10/2016	2	<b>1/1/2019</b>	<b>7/1/2016</b>	<b>7/1/2018</b>	2022	8/22/2016	<b>8/22/2018</b>