

## San Gabriel Valley Mosquito & Vector Control District

1145 North Azusa Canyon Road, West Covina, CA 91790 Phone: 626-814-9466 | www.sgvmosquito.org Email: district@sgvmosquito.org

### BOARD OF TRUSTEES MEETING AGENDA November 8, 2024 – 7:00 A.M.

#### 1. Call to Order

- 1.1 Pledge of Allegiance
- 1.2 Determination of a Quorum Noted Absences
- 1.3 ORDER OF BUSINESS Review and prioritization of agenda Items including, if necessary, identification of any emergency items arising after posting of the agenda and requiring action prior to next regular meeting

#### 2. Opportunity for Public Comment on Non-Agenda Items

(Individual Public Comments may be limited to a 3-minute or less time limit) During Public Comments, the public may address the Board on any issue within the District's jurisdiction that is not on the agenda. The public may comment on any item on the agenda at the time that item is before the Board for consideration. There will be no dialog between the Board and the Commenter. Any clarifying questions from the Board must go through the Board President.

#### 3. Consent Calendar

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

- 3.1 List of Claims: October 2024 (P.5)
- 3.2 Budget Status Report: October 2024 (P.11)
- 3.3 Minutes of Board of Trustees Meeting: October 2024 (P.15)
- 3.4 Operations Report: October 2024 (P.19)
- 3.5 Surveillance Report: October 2024 (P.21)
- 3.6 Communications Report: October 2024 (P.27)
- Treasurer's Report: September 2024 / District Working Balance: November 2024 (P.31)
- 3.8 Sunshine Report 2024 Board Clerk Conference (P.33)

#### 4. Presentation:

- 4.1 Jason Farned, District Manager and Ken Hoving, Senior Account Executive of Centrica Business Solutions (EXHIBIT 4A) (P.35)
  - Proposed Solar Project

# San Gabriel Valley Mosquito & Vector Control District Board of Trustees Meeting Agenda November 8, 2024

- 5. Consider Resolution 2024-04, Approving an Energy Services Contract with Centrica Business Solutions in the amount of \$627,963.00 and Authorizing the District Manager to Execute the Agreement (EXHIBITS 5A, 5B) (P.55)
  (Board President, John Capoccia) (Approve/Deny)
  - Board Action Required: If the Board concurs, following the public discussion by members for this item, the recommendation is to approve Resolution No. 2024-04, authorizing the execution of the Energy Services Contract with Centrica Business Solutions in the amount of \$627,963.00. The Resolution also Grants the District Manager, Jason Farned, the Authority to Sign the Contract and Manage the Project's Execution to Ensure Timely and Efficient Completion.
  - Alternative Board Action: If after discussion by members for this item, the Board may choose to deny the approval of Resolution No. 2024-04 authorizing the execution of the Energy Services Contract with Centrica Business Solutions in the amount of \$627,963.00.
- 6. <u>Authorization for District Manager's Signature on the 2025 Cooperative Agreement with the California Department of Public Health (EXHIBIT 6A)</u> (P.91) (Board President, John Capoccia) (Approve/Deny)
  - Board Action Required: If the Board concurs, following the public discussion by members for this item, the appropriate action is to authorize the District Manager to renew and sign the 2025 CDHP Cooperative Agreement.
  - Alternative Board Action: If after discussion by members for this item, the Board may choose not to authorize the District Manager to renew and sign the 2025 CDPH Cooperative Agreement.
- 7. <u>Mosquito and Vector Control Association of California (MVCAC) 93<sup>rd</sup> Annual (P.95)</u> (Board President, John Capoccia) (Informational Item)
- 8. <u>District Administration</u>

(District Manager, Jason Farned)

- 8.1 Committee Meeting Notifications
  - Finance & Audit Committee
- 8.2 District Update
- 9. Committee Reports
- 10. Trustee Reports
- 11. New Business
- 12. Adjournment



San Gabriel Valley Mosquito & Vector Control District
Board of Trustees Meeting Agenda
November 8, 2024

#### **CERTIFICATE OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California that a copy of the foregoing agenda was posted at 1145 North Azusa Canyon Road, West Covina, CA 91790 and the District's website (<a href="www.sgvmosquito.org">www.sgvmosquito.org</a>) not less than 72 hours prior to the meeting per Government Code 54954.2.

Materials related to an item on the Agenda submitted after distribution of the agenda packet are available for public viewing and inspection at the San Gabriel Valley Mosquito & Vector Control District Office located at 1145 North Azusa Canyon Road, West Covina, CA 91790 during regular business hours.

Jerry Mireles, Clerk of the Board San Gabriel Valley MVCD

Jerry Mireles

#### **NOTICE TO THE PUBLIC**

This agenda shall be made available upon request in alternative formats to persons with a disability as required by the American with Disabilities Act of 1990 (42 U.S.C. §12132) and the Ralph M. Brown Act (California Government Code §54954.2).

If you need special assistance or accommodations to participate in this meeting, please contact the Clerk of the Board at 626-814-9466 ext.1006. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

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#### CLAIMS LIST OCTOBER 2024

Vendor	Date	Product/Service	Memo/Description	Amount
JG ACCOUNTING & BOOKEEPING SERVICES	10/8/2024	6000 Accounting Services	Bookkeeping Services: Invoice 3125	1,281
		<b>3</b>		\$ 1,281
MAZON CAPITAL SERVICES	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies	52
MAZON CAPITAL SERVICES	10/8/2024	6601 Board Expenses	Board Expenses	72
MAZON CAPITAL SERVICES	10/8/2024	6630 Facility Maintenance	Facility Maintenance	104
MAZON CAPITAL SERVICES	10/8/2024	6630 Facility Maintenance	Facility Maintenance	192
MAZON CAPITAL SERVICES	10/8/2024	6625 Operations Supplies	Operations Supplies	28
MAZON CAPITAL SERVICES	10/8/2024	6630 Facility Maintenance	Facility Maintenance	180
MAZON CAPITAL SERVICES	10/8/2024	6625 Operations Supplies	Operations Supplies	100
MAZON CAPITAL SERVICES	10/8/2024	6613 Office Supplies		18
			Office Supplies	
MAZON CAPITAL SERVICES	10/8/2024	6625 Operations Supplies	Operations Supplies	28
MAZON CAPITAL SERVICES	10/8/2024	6640 Communications Supplies	Communications Supplies	50
MAZON CAPITAL SERVICES	10/8/2024	6641 Education Program Supplies	Education Program Supplies	367
MAZON CAPITAL SERVICES	10/8/2024	6640 Communications Supplies	Communications Supplies	42
MAZON CAPITAL SERVICES	10/8/2024	6641 Education Program Supplies	Education Program Supplies	1,028
MAZON CAPITAL SERVICES	10/8/2024	6640 Communications Supplies	Communications Supplies	14
MAZON CAPITAL SERVICES	10/8/2024	6640 Communications Supplies	Communications Supplies	147
MAZON CAPITAL SERVICES	10/8/2024	6613 Office Supplies	Office Supplies	238
MAZON CAPITAL SERVICES	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies	59
			••	\$ 2,638
NISH SARAIYA	10/22/2024	6604 Beard Evenence	Reimbursement for business related board expenses October 2024	100
INISH SARAIYA	10/22/2024	6601 Board Expenses	Reimbursement for dusiness related board expenses October 2024	\$ 100
				Ψ
MERICAN FIDELITY FLEX	10/8/2024	6510 Cafeteria Benefit	Flex Premiums - Invoice 2340369A October 2024	608
				\$ 608
MEDICAN FIRE UTV ACCUIDANCE	40/0/0004	0540 0 6 4 3 5 5 69	N. I	0.005
MERICAN FIDELITY ASSURANCE	10/8/2024	6510 Cafeteria Benefit	Voluntary Insurance Premiums - Inv D771136 October 2024	3,265 \$ 3,265
				\$ 3,265
NITA LIN	10/8/2024	6641 Education Program Supplies	Education Program Supplies - Invoice 001	55
<del></del>		22.1. ========	=	\$ 55
THENS SERVICES	10/8/2024	6630 Facility Maintenance	Facility Maintenance - Invoice 17899911	306
				\$ 306
ZUSA LIGHT AND WATER	10/8/2024	COOC Meter I Hilly Complete	Mister I William On Prince A 200 0400 000 (0/40/04 0/40/04)	91
ZUSA LIGHT AND WATER	10/8/2024	6622 Water Utiliy Services	Water Utility Services - Acct 303-0190.300 (8/16/24-9/16/24)	
		6622 Water Utiliy Services	Water Utility Services - Acct 303-0191.300 (8/14/24-9/12/24)	57 <b>\$ 148</b>
				Ψ 140
BECKY SHEVLIN	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100
		·	· ·	\$ 100
CALPERS	10/22/2024	6510 Cafeteria Benefit	CalPERS Medical Premiums October 2024	1,730
CALPERS	10/22/2024	6510 Cafeteria Benefit	CalPERS Medical Premiums October 2024	3,192
CALPERS	10/22/2024	6510 Cafeteria Benefit	CalPERS Medical Premiums October 2024	3,830
CALPERS	10/22/2024	6510 Cafeteria Benefit	CalPERS Medical Premiums October 2024	3,214
CALPERS	10/22/2024	6517 Retiree Health Insurance	CalPERS Medical Premiums (Retirees) October 2024	628
CALPERS	10/22/2024	6510 Cafeteria Benefit	CalPERS Medical Premiums Admin Fee October 2024	38
				\$ 12,635
DALLEGORILA LADO & DEVELORMENT INO	40/00/0004	COOF Teeting Counties	Teating Overalies, Investor 0400704	998
CALIFORNIA LABS & DEVELOPMENT INC	10/22/2024	6635 Testing Supplies	Testing Supplies - Invoice C100724	998 \$ 998
				\$ 550
CECILIA CONTRERAS	10/8/2024	6619 Travel, Meetings, and Conferences	Per Diem - 2024 CalPERS Educational Forum	220
20.27. 00.11. 21.0.0	10/0/2021	core marci, meetinge, and comprehens	1 of Bloth 2021 out 21 to 2 december 1 ordin	\$ 220
CHARLIE KLINAKIS	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100
				\$ 100
CLARKE MOSQUITO CONTROL	10/22/2024	6626 Pesticides	Pesticides - Invoice 005110850	16,201
SEATURE MOODED TO CONTINUE	10/22/2024	0020 i esticides	r esticides - mivoice ous riouso	\$ 16,201
				, , , ,
COREY CALAYCAY	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100
				\$ 100
DENISE MENCHACA	10/22/2024	6601 Poord Exponent	Poimburgament for huninger related board expenses October 2024	400
DENISE MENCHACA	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100 \$ 100
				\$ 100
DR. ALLEN WU	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100
	. 5, 22, 2024	III Douid Exposicoo		\$ 100



EMMANUEL ESTRADA	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00
				\$ 100.00
ENVIRONMENT CONTROL	10/8/2024	6630 Facility Maintenance	Facility Maintenance - Invoice 17113-411	1,604.00 \$ 1,604.00
FLEET SOLUTIONS CENTER	10/22/2024	6632 Vehicle Maintenance	Vehicle Maintenance - Invoice 6245	552.10
FLEET SOLUTIONS CENTER	10/22/2024	6632 Vehicle Maintenance	Vehicle Maintenance - Invoice 6239	1,046.53 \$ 1,598.63
FRONTIER	10/22/2024	6610 Internet Services	Internet Services Acct 626-197-1465-020723-5 (10/9/24-11/8/24)	567.21
e.	10,22,202	SO TO TIMOTHOU CONTINUES	monated national section (100 section (100 section))	\$ 567.21
GO TO COMMUNICATIONS, INC	10/8/2024	6614 Phone Services	Phone Services: Invoice INV7103274202	1,111.38
	10/8/2024	6653 Contract Services - IT	Contract Services - IT - Invoice IN7103240823	\$ 15.00 \$ 1,126.38
HELUNA HEALTH	10/22/2024	6611 Membership Dues	Membership Dues - Invoice 0035.0211 10,15.24	1,000.00
				\$ 1,000.00
HENRY AVILES	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00 \$ 100.00
HOME DEPOT	10/22/2024	6630 Facility Maintenance	Facility Maintenance - Invoice 4543355	205.60
HOME DEPOT HOME DEPOT	10/22/2024 10/22/2024	6629 Equipment Maintenance 6629 Equipment Maintenance	Equipment Maintenance - Invoice 1086238 Equipment Maintenance - Invoice 6543121	38.93 19.21
HOME DEPOT	10/22/2024	6630 Facility Maintenance	Facility Maintenance - Invoice 954121	60.21
HOME DEPOT	10/22/2024	6630 Facility Maintenance	Facility Maintenance - Invoice 9341003 Facility Maintenance - Invoice 4533821	14.31
HOME DEPOT	10/22/2024	6629 Equipment Maintenance	Equipment Maintenance - Invoice 6512061	14.30
HOME DEPOT	10/22/2024	6629 Equipment Maintenance	Equipment Maintenance - Invoice 5203120	-7.69
			= <del></del>	\$ 344.87
INTERSTATE BATTERIES	10/8/2024	6632 Vehicle Maintenance	Vehicle Maintenance - Invoice 38656	324.00 \$ 324.00
JACKIE DOORNIK	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00 \$ 100.00
				\$ 100.00
JERRY MIRELES	10/8/2024	6619 Travel, Meetings, and Conferences	Per Diem - 2024 CSDA Board Secretary Conference	165.00
				\$ 165.00
JACQUELINE NERY	10/22/2024	6624 Gas	Gasoline - Reimbursement for district vehicle fuel	20.00
				\$ 20.00
JERRY VELASCO	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00
JERRY VELASCO	10/22/2024	660 i Board Experises	Reillibulsement for business related board expenses October 2024	\$ 100.00
JOHN CAPOCCIA	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00
				\$ 100.00
JOSEPH LEON	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00
				\$ 100.00
K'WEST PRINTING	10/8/2024	6616 Printing and Repdroduction	Printing and Reproduction - Invoice 00824564	503.70
			· · · · · · · · · · · · · · · · · · ·	\$ 503.70
KENN K. FUJIOKA	10/22/2024	6517 Retiree Health Insurance	Retiree Medical Premium October 2024	249.60
RENA N. 1 OSTONA	10/22/2024	0317 Netiree Fleatiff Insurance	Netillee Wedical Flemium October 2024	\$ 249.60
LEWIS BRISBOIS BISGAARD & SMITH LLP	10/8/2024	CCEE Contract Consisce Local	Contract Services - Legal - Invoice 4172515	1 635 36
LEWIS BRISBOIS BISGAARD & SMITH LLP	10/8/2024	6655 Contract Services - Legal	Contract Services - Legal - Invoice 4172515	1,635.26 \$ 1,635.26
LEWIS BRISBOIS BISGAARD & SMITH LLP	10/22/2024	CCEE Contract Consisce Local	Contract Comises Level Inveios 4107063	1.072.50
LEWIS BRISDOIS BISGAARD & SWITH LLP	10/22/2024	6655 Contract Services - Legal	Contract Services - Legal - Invoice 4197963	1,072.50 \$ 1,072.50
LINCOLN FINANCIAL GROUP	10/22/2024	6510 Cafeteria Benefit	Voluntary Incurance Promisms - Pof 4760393439 November 2034	44.00
LINCOLN FINANCIAL GROUP	10/22/2024	6510 Careteria Benefit	Voluntary Insurance Premiums - Ref 4760283428 November 2024 Voluntary Insurance Premiums - Ref 4760283428 November 2024	11.90 15.20
LINCOLN FINANCIAL GROUP	10/22/2024	6510 Cafeteria Benefit	Voluntary Insurance Premiums - Ref 4760263428 November 2024  Voluntary Insurance Premiums - Ref 4760283428 November 2024	527.30
LINCOLN FINANCIAL GROUP	10/22/2024	6510 Cafeteria Benefit	Voluntary Insurance Premiums - Ref 4760263428 November 2024  Voluntary Insurance Premiums - Ref 4760283428 November 2024	2.20
LINCOLN FINANCIAL GROUP	10/22/2024	6510 Cafeteria Benefit	Voluntary Insurance Premiums - Ref 4760283428 November 2024	52.40
LINCOLN FINANCIAL GROUP	10/22/2024	6511 Group Term Life Insurance	Group Term Life Insurance Premiums - Ref 4760283428 November 2024	414.26
				\$ 1,023.26
				·
LLOYD JOHNSON	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	149.50
				\$ 149.50
				6



MACLEOD WATTS, INC.	10/22/2024 10/22/2024	6651 Contract Services - Auditor 6651 Contract Services - Auditor	Contract Services - Actuarial OPEB June 2023/GASB 75 FYE 2024 - Invoice 101724SGVMV Contract Services - Actuarial GASB 68 FYE 2024 Invoice 101724SGVMV	7,500.00 1,270.00 \$ 8,770.00
MANUEL GARCIA	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00 \$ 100.00
MARTA TANAKA	10/22/2024	6517 Retiree Health Insurance	Retiree Medical Premium October 2024	974.47 \$ 974.47
MARY BRISCO	10/22/2024	6517 Retiree Health Insurance	Retiree Medical Premium October 2024	708.41 \$ 708.41
MIKE NIFFENEGGER	10/22/2024	6517 Retiree Health Insurance	Retiree Medical Premium October 2024	974.47 \$ 974.47
MOSQUITO MATE	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies - Invoice 3213	\$ 330.00 \$ 330.00
NATIONWIDE RETIREMENT	10/8/2024	6512 DM 457 Contribution	Employer Deferred Comp Contribution for DM PPE 10/5/24	\$ 316.10 \$ 316.10
NATIONWIDE RETIREMENT	10/22/2024	6512 DM 457 Contribution	Employer Deferred Comp Contribution for DM PPE 10/19/24	\$ 316.10
OPTIMIZED INVESTMENT PARTNERS, LLC	10/8/2024	6654 Contract Services - Inv. Advisory	Investment Advisory Services: Invoice 1242	\$ 692.02
PERS PERS PERS PERS PERS PERS PERS PERS	10/8/2024 10/8/2024 10/8/2024 10/8/2024 10/8/2024 10/8/2024 10/8/2024 10/8/2024	6515 CalPERS Classic Normal Cost 6515 CalPERS Classic Normal Cost 6515 CalPERS Classic Normal Cost 6516 CalPERS Pepra Normal Cost	CalPERS Classic ER Contribution (12.52%) PPE 10/5/24 CalPERS Classic ER Contribution (12.52%) PPE 10/5/24 CalPERS Classic ER Contribution (12.52%) PPE 10/5/24 CalPERS Pepra ER Contribution (7.87%) PPE 10/5/24	554.29 2,332.93 485.38 852.54 664.04 3,692.05 1,371.82 1,107.31 \$11,060.36
PERS PERS PERS PERS PERS PERS PERS PERS	10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024	6515 CalPERS Classic Normal Cost 6515 CalPERS Classic Normal Cost 6515 CalPERS Classic Normal Cost 6516 CalPERS Pepra Normal Cost	CalPERS Classic ER Contribution (12.52%) PPE 10/19/24 CalPERS Classic ER Contribution (12.52%) PPE 10/19/24 CalPERS Classic ER Contribution (12.52%) PPE 10/19/24 CalPERS Pepra ER Contribution (7.87%) PPE 10/19/24	562.95 2,332.93 485.38 852.54 657.26 3,671.22 1,371.82 1,136.87 \$11,070.97
PRINCIPAL DENTAL	10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024 10/22/2024	6510 Cafeteria Benefit 6510 Cafeteria Benefit	Dental Premiums November 2024 Vision Premiums November 2024	135.46 181.84 1,421.23 271.84 360.92 17.74 26.61 149.34 53.22 44.35 \$ 2,662.55
QUADIENT LEASING USA	10/22/2024	6607 Equipment Leases	Equipment Lease - Invoice Q1556695	\$ 249.00 \$ 249.00
ROBERT GONZALES	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	\$ 100.00
ROBERT JOE	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	\$ 100.00
RYAN VIENNA	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00 \$ 100.00
SANDRA ARMENTA	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00 \$ 100.00
SHO TAY	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	\$ 100.00 <b>7</b>



SOUTHERN CALIFORNIA EDISON	10/8/2024	6620 Electric Utility Services	Electric Utilities: Service Account 8002465958 (9/3/24-10/1/24)	4,764.51 \$ 4,764.51
SO CAL GAS	10/22/2024	6621 Gas Utility Services	Gas Utility Svcs: Acct 057-518-2100-9 (Meter 10313904)	30.15
	10/22/2024	6621 Gas Utility Services	Gas Utility Svcs: Acct 059-618-2100-5 (Meter 13608951)	142.65 \$ 172.80
SYNTECH GROUP INC.	10/8/2024	6603 Computer Hardware	Contract Services IT - Invoice A23582	99.91 \$ 99.91
SYNTECH GROUP INC.	10/22/2024	6653 Contract Services - IT 6604 Computer Software	Contract Services IT - Invoice SVC-A23651 Computer Software - Invoice SVC-A23628	4,065.00 1,317.70
				\$ 5,382.70
TEXAS LIFE	10/22/2024	6510 Cafeteria Benefit	Cafeteria Benefit - Invoice SM09BT20241014001 November 2024	127.15
TEXAS LIFE	10/22/2024	6510 Cafeteria Benefit	Cafeteria Benefit - Invoice SM09BT20241014001 November 2024	\$ 169.40
TIM SANDOVAL	10/22/2024	6601 Board Expenses	Reimbursement for business related board expenses October 2024	100.00
		·	·	\$ 100.00
UNITED PET CARE	10/8/2024	6510 Cafeteria Benefit	Pet Insurance Premiums: Invoice 202404653 October 2024	17.50
UNITED PET CARE UNITED PET CARE	10/8/2024 10/8/2024	6510 Cafeteria Benefit 6510 Cafeteria Benefit	Pet Insurance Premiums: Invoice 202404653 October 2024 Pet Insurance Premiums: Invoice 202404653 October 2024	34.00 17.50
UNITED PET CARE	10/8/2024	6510 Cafeteria Benefit	Pet Insurance Premiums: Invoice 202404053 October 2024  Pet Insurance Premiums: Invoice 202404653 October 2024	17.50
ONITED I ET OAKE	10/0/2024	0010 Caletella Dellelli	Tet insulance Fremiums. Invoice 202404000 October 2024	\$ 86.50
US BANK	10/8/2024	6634 Uniforms	Uniforms - LaundryUp #8362	45.00
US BANK	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies - Airgas	207.70
US BANK	10/8/2024	6634 Uniforms	Uniforms - LaundryUp #8437	45.00
US BANK	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies - Superior Grocers	8.11
US BANK	10/8/2024 10/8/2024	6634 Uniforms 6638 Surveillance Supplies	Uniforms - LaundryUp #8522	45.00 220.82
US BANK US BANK	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies - Airgas Surveillance Supplies - UPS Store	8.20
US BANK	10/8/2024	6634 Uniforms	Uniforms - LaundryUp #8592	45.00
US BANK	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies - Airgas	220.82
US BANK	10/8/2024	6615 Postage	Postage - UPS Store	146.94
US BANK	10/8/2024	6638 Surveillance Supplies	Surveillance Supplies - Hemostat	61.46
US BANK US BANK	10/8/2024 10/8/2024	6619 Travel, Meetings, and Conferences 6634 Uniforms	Travel - United (Society of Vector Ecology Conference) Uniforms - LaundryUp #8651	40.00 45.00
US BANK	10/8/2024	6619 Travel, Meetings, and Conferences	Travel - United (Society of Vector Ecology Conference)	40.00
US BANK	10/8/2024	6619 Travel, Meetings, and Conferences	Travel - Marriott (Society of Vector Ecology Conference)	1,108.91
US BANK	10/8/2024	6619 Travel, Meetings, and Conferences	Travel - Thrifty (Society of Vector Ecology Conference)	533.66
US BANK	10/8/2024	6619 Travel, Meetings, and Conferences	Travel - LAZ Parking (CalPERS Seminar)	13.00
US BANK US BANK	10/8/2024 10/8/2024	6619 Travel, Meetings, and Conferences 6619 Travel, Meetings, and Conferences	Travel - Renaissance Hotel (CSDA Annual Conference Lodging) Meeting - CSDA San Bernardino Chapter	525.08 40.88
US BANK	10/8/2024	6604 Computer Software	Computer Software - Zingle	229.00
US BANK	10/8/2024	6602 Branded Apparel	Branded Apparel - Custom Beanies Now	308.58
US BANK	10/8/2024	6632 Vehicle Maintenance	Vehicle Maintenance - AutoZone	24.76
US BANK	10/8/2024	6625 Operations Supplies	Operations Supplies - Walmart	132.31
US BANK US BANK	10/8/2024 10/8/2024	6601 Board Expenses 6601 Board Expenses	Board Expenses - Smart and Final Board Expenses - Costco	148.62 59.94
US BANK	10/8/2024	6601 Board Expenses	Board Expenses - Costco Board Expenses - Yum Yum	19.99
US BANK	10/8/2024	6630 Facility Maintenance	Facility Maintenance - Lowe's	68.24
US BANK	10/8/2024	6632 Vehicle Maintenance	Vehicle Maintenance - Tire Zone	93.60
US BANK	10/8/2024	6632 Vehicle Maintenance	Vehicle Maintenance - Decals.com	107.28
US BANK US BANK	10/8/2024 10/8/2024	6629 Equipment Maintenance 6639 Advertising	Equipment Maintenance - Lawn Mower Corner Advertising - Google	35.49 500.00
US BANK	10/8/2024	6604 Computer Software	Computer Software - LastPass	48.00
US BANK	10/8/2024	6639 Advertising	Advertising - Facebook	443.06
US BANK	10/8/2024	6639 Advertising	Advertising - Google	337.41
US BANK	10/8/2024	6641 Eduation Program Supplies	Education Program Supplies - Padlet	96.00 500.00
US BANK US BANK	10/8/2024 10/8/2024	6639 Advertising 6639 Advertising	Advertising - Google Advertising - Google	500.00
US BANK	10/8/2024	6639 Advertising	Advertising - Google	500.00
US BANK	10/8/2024	6606 Employee Engagement/Recognition	Employee Engagement/Recognition - Target	44.24
US BANK	10/8/2024	6606 Employee Engagement/Recognition	Employee Engagement/Recognition - Target	48.88
US BANK US BANK	10/8/2024 10/8/2024	6606 Employee Engagement/Recognition 6606 Employee Engagement/Recognition	Employee Engagement/Recognition - Target Employee Engagement/Recognition - Dollar Tree	16.75 2.86
US BANK	10/8/2024	6606 Employee Engagement/Recognition	Employee Engagement/Recognition - Dollar free Employee Engagement/Recognition - Costco	10.89
US BANK	10/8/2024	6604 Computer Software	Computer Software - Canva	15.00
US BANK	10/8/2024	6606 Employee Engagement/Recognition	Employee Engagement/Recognition - Costco	45.73
US BANK	10/8/2024	6601 Board Expenses	Board Expenses - Liebert Cassidy Whitmore (LCW)	270.00
US BANK	10/8/2024	6604 Computer Software	Computer Software - Arlo	17.99
US BANK US BANK	10/8/2024 10/8/2024	6604 Computer Software 6604 Computer Software	Computer Software - Wasabi Computer Software - Dmarc	41.16 10 <b>00</b>
55 D/ 1111	10/0/2024	5557 Computer Contware	Comparer Contractor Diffusion	10.08



US BANK	10/8/2024	6604 Computer Software	Computer Software - Syntech		1,340.30
US BANK	10/8/2024	6611 Membership Dues	Membership Dues - Public Sector HR Association (PSHRA)		175.00
US BANK	10/8/2024	6644 Website and Email Services	Website and Email Services - Mailchimp		60.00
US BANK	10/8/2024	6616 Printing and Reproduction	Printing and Reproduction - Vista Print		82.10
US BANK	10/8/2024				
		6604 Computer Software	Computer Software - Zapier		468.00
US BANK	10/8/2024	6604 Computer Software	Computer Software - Paddle.net		96.00
US BANK	10/8/2024	6616 Printing and Reproduction	Printing and Reproduction - Uprinting		180.14
US BANK	10/8/2024	6617 Professional Development	Professional Development - CSDA Workshoop		-230.00
				\$	10,247.90
VECTOR CONTROL JOINT POWERS AGENCY	10/22/2024	6665 Other Insurance	Insurance: Invoice INV0072 Employee Assistance Program (7/1/24-9/30/24)		279.36
				\$	279.36
VEDIZON MIDEL FOO	40/00/0004	6609 Field Communications	Field Occurred a biome   James in 0075040475 (0(44/04 40/40/04))		4 000 00
VERIZON WIRELESS	10/22/2024		Field Communications - Invoice 9975940175 (9/11/24-10/10/24)		1,636.96
VERIZON WIRELESS	10/22/2024	6609 Field Communications	Field Communications - Invoice 9975940176 (9/11/24-10/10/24)		2,238.61
VERIZON WIRELESS	10/22/2024	6609 Field Communications	Field Communications - Invoice 9975940177 (9/11/24-10/10/24)		404.32
				\$	4,279.89
VESTIS	10/8/2024	6332 Uniforms	Uniforms - Invoice 5880731690		266.87
VESTIS	10/8/2024	6332 Uniforms	Uniforms - Invoice 5880725685		199.37
VESTIS	10/8/2024	6332 Uniforms	Uniforms - Invoice 5880720460		198.04
VESTIS	10/8/2024	6332 Uniforms	Uniforms - Invoice 5880703573		707.27
VESTIS	10/8/2024	6332 Uniforms	Uniforms - Invoice 5880713695		211.32
VESTIO	10/0/2024	0002 Officialis	Officials - Invoice 30007 13093	<u> </u>	1.582.87
				ð	1,502.07
VESTIS	10/22/2024	6332 Uniforms	Uniforms - Invoice 5880737777		253.37
				\$	
				·	
WEST VALLEY MVCD	10/8/2024	6635 Arborvirus Testing Supplies	Lab Testing - Invoice 2952		1,500.00
				\$	1,500.00
WEX/CHEVRON	10/8/2024	6624 Gasoline	Gasoline - Invoice 100174216 (9/7/24-10/6/24)		6,564.75
WEXIGNETHON	10/0/2024	0024 Gustimo	00001110 111V0100 100114210 (011124 1010124)	\$	6,564.75
			T		105 150 05
			Total Accounts Payable for October 2024	\$	125,150.97
			Total Payroll for October 2024 (attached)	\$	315,044.82
			Total Claims for October 2024		440 405 70
			Total Grainis for October 2024	\$	440,195.79





## Payroll October 2024

Department	October 10, 2024	October 24, 2024	Total
100-EXECUTIVE	\$ 10,832.80	\$ 10,832.80	\$ 21,665.60
200-ADMINISTRATION	\$ 12,864.81	\$ 13,034.00	\$ 25,898.81
300-OPERATIONS	\$ 72,018.21	\$ 79,353.81	\$ 151,372.02
400-SURVEILLANCE	\$ 17,431.20	\$ 17,581.20	\$ 35,012.40
500-COMMUNICATIONS	\$ 18,322.40	\$ 18,371.20	\$ 36,693.60
300-1 EXTRA HELP (SEASONAL)	\$ 13,964.74	\$ 13,168.78	\$ 27,133.52
GROSS PAYROLL	\$ 145,434.16	\$ 152,341.79	\$ 297,775.95
EMPLOYER TAXES	\$ 2,559.80	\$ 2,675.00	\$ 5,234.80
CAR ALLOWANCE (DM)	\$ 500.00	\$ -	\$ 500.00
EMPLOYEE BENEFITS-MED	\$ 5,342.06	\$ 5,468.25	\$ 10,810.31
PAYROLL PROCESSING FEES	\$ 361.88	\$ 361.88	\$ 723.76
TOTAL PAYROLL	\$ 154,197.90	\$ 160,846.92	\$ 315,044.82



## San Gabriel Valley Mosquito & Vector Control District Budget Status Report | October 2024

### **BUDGET STATUS REPORT**

PERIOD ENDING 10/31/2024 Current Period 33% of Fiscal Year Completed

	CURRENT PERIOD	YEAR TO DATE	ADOPTED BUDGET	REMAINING BUDGET	PERCENTAGE OF BUDGET UTILIZED
SALARIES AND BENEFITS					
6500 Salaries - Exempt	33,729.60	234,254.80	890,532.03	656,277.23	26%
6501 Salaries - Non-Exempt	80,289.14	535,914.43	1,969,912.44	1,433,998.01	27%
6502 Salaries - Overtime	14,067.34	41,580.87	39,500.00	-2,080.87	105%
6503 Salaries - Vacation	1,429.24	18,766.26	102,585.60	83,819.34	18%
6504 Salaries - Holiday	476.50	22,033.90	128,021.04	105,987.14	17%
6505 Salaries - Sick Pay	3,900.01	26,851.51	95,654.35	68,802.84	28%
6506 Salaries - Extra Help	11,542.33	87,404.35	304,004.45	216,600.10	29%
6507 Payroll Taxes - Medicare	2,181.56	14,517.34	50,168.28	35,650.94	29%
6508 Payroll Taxes - Social Security	378.24	3,060.50	10,945.86	7,885.36	28%
6509 Payroll Taxes - Unemployment Insurance	0.00	548.07	20,000.00	19,451.93	3%
6510 Cafeteria Benefit	24,750.65	129,656.21	552,600.00	422,943.79	23%
6511 Group Term Life Insurance	414.26	2,070.32	6,000.00	3,929.68	35%
6512 DM 457 Contribution	632.20	2,495.52	8,175.08	5,679.56	31%
6513 DM Car Allowance	500.00	1,500.00	6,000.00	4,500.00	25%
6514 Tuition Reimbursement	0.00	0.00	8,000.00	8,000.00	0%
6515 CalPERS Classic Normal Cost	6,753.86	26,308.18	87,945.99	61,637.81	30%
6516 CalPERS PEPRA Normal Cost	15,377.47	61,178.60	188,978.08	127,799.48	32%
6517 Retiree Health Insurance	3,534.95	17,674.75	55,000.00	37,325.25	32%
6518 CalPERS Classic Unfunded Liability	0.00	132,029.00	136,444.00	4,415.00	97%
6520 CalPERS Classic - ADP	0.00	0.00	323,360.00	323,360.00	0%
6521 CalPERS PEPRA - ADP	0.00	0.00	30,000.00	30,000.00	0%
6522 CalPERS Post Retirement - OPEB	0.00	0.00	150,000.00	150,000.00	0%
Total SALARIES AND BENEFITS	199,957.35	1,357,844.61	5,163,827.20	3,805,982.59	26%
ORGANIZATIONAL EXPENDITURES					
6600 Bank Charges	361.88	4,501.43	22,000.00	17,498.57	20%
6601 Board Expenses	2,620.31	9,970.46	38,400.00	28,429.54	26%
6602 Branded Apparel	308.58	365.91	4,000.00	3,634.09	9%
6603 Computer Hardware	99.91	895.59	28,000.00	27,104.41	3%
6604 Computer Software	3,583.15	35,078.62	91,000.00	55,921.38	39%
6605 Emergency Response	0.00	0.00	100,000.00	100,000.00	0%
6606 Employee Recognition & Engagement	169.35	483.11	6,000.00	5,516.89	8%
6607 Equipment Leases	249.00	5,920.63	23,000.00	17,079.37	26%
6608 Fees and Assessments	0.00	16,799.82	105,000.00	88,200.18	16%
6609 Field Communications	4,279.89	15,354.93	50,000.00	34,645.07	31%
6610 Internet Services	567.21	2,272.10	20,000.00	17,727.90	11%
6611 Membership Dues	1,175.00	23,455.00	40,000.00	16,545.00	59%
6612 Miscellaneous Expenses	0.00	0.00	3,000.00	3,000.00	0%
6613 Office Supplies	257.08	1,773.48	8,700.00	6,926.52	20%
6614 Phone Services	1,111.38	4,439.98	25,000.00	20,560.02	18%
6615 Postage	146.94	587.89	1,500.00	912.11	39%
6616 Printing and Reproduction	765.94	1,517.04	11,000.00	9,482.96	14%
6617 Professional Development	-230.00	-230.00	3,000.00	3,230.00	-8%
6618 Recruitments	0.00	35.00	6,500.00	6,465.00	1%



## San Gabriel Valley Mosquito & Vector Control District Budget Status Report | October 2024

	CURRENT PERIOD	YEAR TO DATE	ADOPTED BUDGET	REMAINING BUDGET	PERCENTAGE OF BUDGET UTILIZED
6619 Travel, Meetings, and Conferences	2,686.53	6,776.80	51,000.00	44,223.20	13
6620 Electric Utility Services	4,764.51	15,962.36	36,500.00	20,537.64	44
6621 Gas Utility Services	172.80	531.97	4,300.00	3,768.03	12
6622 Water Utility Services	148.90	616.70	2,600.00	1,983.30	24
6623 Aerial Operations	0.00	0.00	29,000.00	29,000.00	C
6624 Gasoline	6,584.75	20,327.04	68,000.00	47,672.96	30
6625 Operations Supplies	200.17	393.40	8,000.00	7,606.60	5
6626 Pesticides	16,201.12	34,366.39	120,000.00	85,633.61	29
6627 Pool Notifications	0.00	889.32	8,000.00	7,110.68	11
6628 Safety Supplies	0.00	1,350.00	5,000.00	3,650.00	27
6629 Equipment Maintenance	100.24	425.81	3,000.00	2,574.19	14
6630 Facility Maintenance	2,735.67	17,922.92	88,152.80	70,229.88	20
6631 Grounds Maintenance	0.00	259.08	2,000.00	1,740.92	13
6632 Vehicle Maintenance	2,148.27	10,648.53	50,000.00	39,351.47	2:
6633 Work Boots	0.00	-9.23	5,500.00	5,509.23	(
6634 Uniforms	2,061.24	4,613.31	12,500.00	7,886.69	37
6635 Testing Supplies	2,498.00	6,902.00	20,000.00	13,098.00	3!
6636 Fish Supplies	0.00	86.58	2,500.00	2,413.42	3
6637 State Certification	574.00	5,894.00	6,000.00	106.00	9
6638 Surveillance Supplies	1,169.15	4,167.83	15,000.00	10,832.17	2
6639 Advertising	2,780.47	5,539.63	20,000.00	14,460.37	2
6640 Communications Supplies	256.23	633.74	8,000.00	7,366.26	
6641 Education Program Supplies	1,547.46	7,961.96	10,000.00	2,038.04	81
6642 Event Participation Fees	0.00	0.00	1,000.00	1,000.00	
6643 Media Production	0.00	40.40	1,800.00	1,759.60	
6644 Website and Email Services	60.00	2,520.00	8,500.00	5,980.00	30
6650 Contract Services - Assessment Administration	0.00	0.00	20,000.00	20,000.00	
6651 Contract Services - Auditor	8,770.00	8,770.00	19,000.00	10,230.00	4
6652 Contract Services - Bookkeeping	1,281.25	4,281.25	16,000.00	11,718.75	2
6653 Contract Services - Information Technology	4,080.00	18,281.34	60,000.00	41,718.66	30
6654 Contract Services - Investment Advisory	692.02	2,200.06	10,000.00	7,799.94	2:
6655 Contract Services - Legal	2,707.76	9,761.66	32,000.00	22,238.34	3:
6656 Contract Services - Other	0.00	0.00	5,000.00	5,000.00	10
6660 Insurance - VCJPA Automobile	0.00	6,431.00	4,000.00	-2,431.00	16:
6661 Insurance - VCJPA General Fund	0.00	3,891.00	5,000.00	1,109.00	78
6662 Insurance - VCJPA Liability	0.00	122,709.00	145,000.00	22,291.00	8!
6663 Insurance - VCJPA Property	0.00	12,505.00	21,000.00	8,495.00	60
6664 Insurance - VCJPA Workers' Compensation	0.00	133,303.00	145,000.00	11,697.00	92
6665 Insurance - Other Insurance	279.36	279.36	5,500.00	5,220.64	20
otal ORGANIZATIONAL EXPENDITURES	79,965.52	594,454.20	1,659,952.80	1,065,498.60	30
8000 Capital Outlay - General	0.00	33,932.00	350,000.00	316,068.00	10
Total CAPITAL OUTLAY	0.00	33,932.00	350,000.00	316,068.00	10
otal EXPENDITURES	279,922.87	1,986,230.81	7,173,780.00	5,187,549.19	28



## San Gabriel Valley Mosquito & Vector Control District Budget Status Report | October 2024

	CURRENT PERIOD	YEAR TO DATE	ADOPTED BUDGET	remaining budget	PERCENTAGE OF BUDGET UTILIZED
DESIGNATED RESERVES					
Public Health Emergency	0.00	0.00	500,000.00	500,000.00	0%
Capital Projects	0.00	0.00	325,000.00	325,000.00	0%
Pension Liability	0.00	0.00	313,000.00	313,000.00	0%
Building/Facilities	0.00	0.00	110,000.00	110,000.00	0%
Vehicle Replacement	0.00	0.00	65,000.00	65,000.00	0%
Prop 218 Ballot Initiative	0.00	0.00	525,000.00	525,000.00	0%
Sterile Insect Technique	0.00	0.00	122,500.00	122,500.00	0%
Total DESIGNATED RESERVES	0.00	0.00	1,960,500.00	1,960,500.00	0%

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#### **TRUSTEES PRESENT**

Henry Aviles (Alhambra)

Sho Tay (Arcadia)

Robert Gonzales (Azusa)

Emmanuel Estrada (Baldwin Park)

Corey Calaycay (Claremont)

Jerry Velasco (El Monte)

Jackie Doornik (Glendora)

Manuel Garcia (Irwindale)

Charlie Klinakis (La Puente)

Anish Saraiya (L.A. County)

Becky Shevlin (Monrovia)

Joseph Leon (Monterey Park)

Rachel Janbek (Pasadena)

Tim Sandoval (Pomona)

Sandra Armenta (Rosemead)

Ryan Vienna (San Dimas)

Denise Menchaca (San Gabriel)

John Capoccia (Sierra Madre)

Robert Joe (South Pasadena)

Allen Wu (Walnut)

Lloyd Johnson (West Covina)

#### TRUSTEES ABSENT

Richard Barakat (Bradbury)

Patricia Cortez (Covina)

Margaret Finlay (Duarte)

Cory Moss (Industry)

Meshal Kashifalghita (La Verne)

Cynthia Sternquist (Temple City)

#### **STAFF PRESENT**

Jason Farned

Cecilia Contreras

Anais Medina Diaz

Tristan Hallum

Gilbert Holguin

Jerry Mireles

#### **GUESTS PRESENT**

District Counsel, Kelly Alhadeff-Black

#### 1. Call to Order

Board President Capoccia called the meeting to order at 7:00 a.m. Trustee Klinakis led the Pledge of Allegiance. Clerk of the Board Mireles confirmed a quorum and noted absences.

## 2. Opportunity for Public Comment on Non-Agenda Items None

#### 3. Consent Calendar

Motion by Trustee Velasco, seconded by Trustee Johnson and carried by the following vote to approve Items 3.1- 3.8 of the Consent Calendar.

AYES: Aviles, Tay, Gonzales, Estrada, Calaycay, Velasco, Doornik, Garcia, Klinakis,

Saraiya, Shevlin, Leon, Janbek, Sandoval, Armenta, Vienna, Menchaca,

Capoccia, Joe, Wu, Johnson

NOES: None ABSTAIN: None

ABSENT: Barakat, Cortez, Finlay, Moss, Kashifalghita, Sternguist



#### 4. Presentation

#### 4.1 Arial Overview

Director of Operations, Gilbert Holguin, presented an overview of 2024 non-functional swimming pools, distinguishing between maintained and unmaintained pools. He outlined the challenges associated with non-functional pools and detailed the use of aerial surveillance imagery to identify both types. He also explained the program's process for issuing violation notices, including the first, second, and final notices, as well as the warrant investigation process. He acknowledged the contributions of staff members: Customer Service Representative Corey Ganivet, Data Analyst Bryan Sorvillo, and Vector Control Specialist III Antonio Bishop.

Trustee Sandoval praised Mr. Holguin for his presentation.

Trustee Shevlin inquired about the initiation process for warrant investigations and what happens after the warrant is served.

Mr. Holguin explained if residents do not respond, the District will access the property under the warrant and issue an inspection notice for the pool. Mr. Farned highlighted that the District's main objective is to treat the pool to restore its functionality. For non-compliant residents, the District will work with code enforcement.

President Capoccia asked if the number of empty swimming pools has declined over the years and how much they contribute to the mosquito population. Mr. Holguin noted that since the District began aerial surveillance, the number of nonfunctional swimming pools has dropped from 6,500 to 3,400. He added that it's challenging to assess the extent of swimming pools' impact on the mosquito population.

Trustee Doornik asked about the use of mosquitofish in pools.

Mr. Holguin confirmed that the District provides free mosquitofish to properties within the District for placement on their property only. Mr. Farned added that using mosquitofish can be problematic, as residents need to coordinate with the District for inspections, and some cities have regulations against mosquitofish.



## 5. Consider Resolution 2024-03 Adopting Certain Findings and Approval of an Energy Service Contract for Energy-Related Improvements with Centrica Business Solutions under Government Code 4217.10 to 4217.18

Mr. Farned provided a report on an overview of the proposed energy-related improvements to District facilities. He went into detail on the project scope and financial impact it will have on the District.

Prior to Board input, President Capoccia opened the Public Comment period and inquired if any speaker requests have been received, hearing none, President Capoccia closed the Public Comment period.

Motion by Trustee Velasco, seconded by Trustee Calaycay and carried by the following vote to enter into an Energy Service Contract with Centrica Business Solutions. The Resolution will allow the District to finalize the agreement and initiate the energy-related improvements.

AYES: Aviles, Tay, Gonzales, Estrada, Calaycay, Velasco, Doornik, Garcia, Klinakis,

Saraiya, Shevlin, Leon, Janbek, Sandoval, Armenta, Vienna, Menchaca,

Capoccia, Joe, Wu, Johnson

NOES: None ABSTAIN: None

ABSENT: Barakat, Cortez, Finlay, Moss, Kashifalghita, Sternguist

#### 6. Trustee Terms of Office Ending on December 31, 2024

President Capoccia indicated the following trustees' terms would be ending on 12/31/24: Doornik, Moss, Garcia, Sandoval, Capoccia, Sternquist, Wu. Letters have been sent to the City notifying respective cities of their representative upcoming term expirations.

The Board received and filed this report.

#### 7. District Administration

#### 7.1 Committee Meeting Notifications

Mr. Farned stated that the Finance and Audit and Personnel & Policy Committees would begin after the board meeting adjourns. He mentioned that the District aims to schedule committee meetings immediately following the board meeting to save trustees time in attending them.

#### 7.2 District Update

Mr. Farned noted that Tristan Hallum, the Director of Scientific Programs, attended the SOVE annual conference, while he attended the 2024 CSDA Conference. He shared details about both events and highlighted that he earned a certificate from CSDA after successfully completing the Certified Special District Manager program, including passing the exam and all necessary requirements.

President Capoccia praised Mr. Farned on his achievement.



Mr. Farned provided an update on dengue, noting that the LA County Department of Public Health reported a total of 112 cases, including 106 travel-related and 6 local cases. He indicated that the number of cases has significantly increased compared to last year. Mr. Farned emphasized the need for the District to begin strategizing for this new environment, as it is likely to become the new normal. He also highlighted that the District has been very active in responding to all cases while continuing to fulfill its mission.

#### 8. Committee Reports

None

#### 9. Trustee Reports

None

#### 10. New Business

None

#### 11. Adjournment

The meeting was adjourned at 7:55 a.m.



San Gabriel Valley Mosquito & Vector Control District

Operations Department Report Disease Weeks 40 - 43 | September 29 - October 26

#### **Zone Specialists:**

Zone	Specialist	Cities
1	Steven Ly	Alhambra, Monterey Park, San Gabriel, South Pasadena
2	Jon Halili	Altadena, Pasadena
3	Dane Miletich	Arcadia, Sierra Madre, Temple City
4	Hendricks Pena	Baldwin Park, El Monte, Rosemead
5	Darrin Jones	Azusa, Bradbury, Duarte, Irwindale, Monrovia
6	Ignacio Urena	Industry, La Puente, West Covina
7	Fred Ibarra	Covina, Glendora, San Dimas
8	Steven Gallegos	Claremont, La Verne, Pomona, Walnut

#### **Operations Summary:**

This report does not include October's pesticide usage as the reporting period concluded before monthend. October's usage will be included in next month's report.

The District responded to two cases of confirmed dengue virus transmission in the city of Baldwin Park. The Operations department flagged 239 properties for enhanced investigation and control measures. District specialists gained access to 202 properties. They performed approximately 158 backpack adulticide treatments. The department also performed broadscale pesticide treatments on October 14, 15, 16, 21, 22, and 23 to target immature and adult stage mosquitoes.

The District also responded to two cases of confirmed dengue virus transmission in the city of El Monte. The Operations department flagged 87 properties for enhanced investigation and control measures. District specialists gained access to 74 properties. They performed approximately 45 backpack adulticide treatments. The department also performed broadscale pesticide treatments on October 7, and 8 to target immature and adult stage mosquitoes.

On October 10, 2024, the District obtained its first Warrant to Inspect and Abate for areas within the cities of Baldwin Park and El Monte. This warrant authorized inspections at properties that had previously been unresponsive or denied access for enhanced investigation and control measures due to confirmed local transmission of Dengue Virus. In coordination with the Baldwin Park Police Department, inspection warrants were served to 25 properties in Baldwin Park, notifying residents of our planned return the following day. Access was granted at all locations without the need for forcible entry. No inspection warrants were issued in El Monte.



San Gabriel Valley Mosquito & Vector Control District

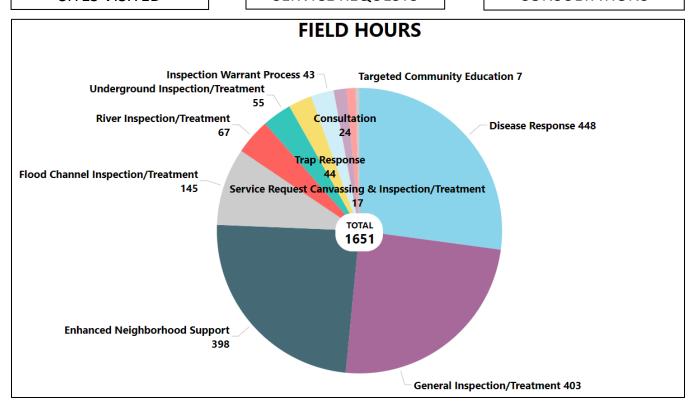
Operations Department Report Disease Weeks 40 - 43 | September 29 – October 26

#### **Field Statistics:**

2,050 + 29.09%

SITES VISITED

69 - 63.30% 2023 SERVICE REQUESTS 32 -70.37% 2023 CONSULTATIONS





#### **Surveillance Activities**

Routine mosquito surveillance continued through disease weeks 40-43 using Gravid, BG Sentinel 2 and Encephalitis Vector Surveillance (EVS) trap types. An average of 49 traps were deployed each week while total abundance ranged from 148-2347 mosquitoes per week. The average number of mosquitos caught per trap ranged from 11.4-38.5 during this time frame.

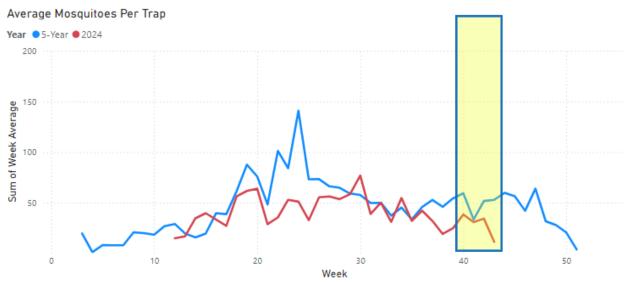


Fig. 1 Average mosquito collections per trap for the current year 2024 (red) compared to a five-year average of mosquito abundance (blue) from 2019 through 2023. Highlighted are weeks 40-43.

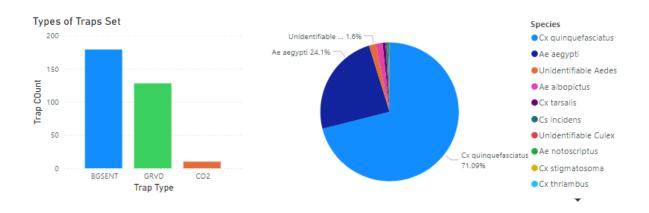


Fig. 2 The bar chart depicts the total number/types of traps set while the pie chart depicts the total percentage of mosquitoes collected for the current reporting period. Species listed on the far right are sorted from high to low as a function of total abundance.





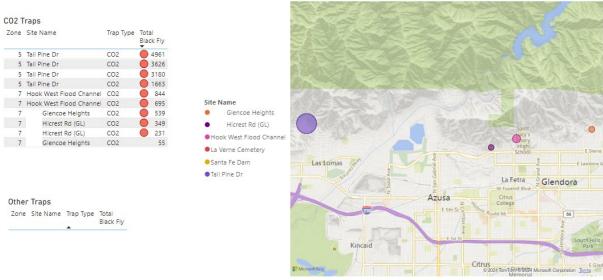
Fig. 3 The chart on the left depicts the average amount of mosquitoes collected per trap by sampling location and city/community. The map displays these trapping location averages while the size of the bubbles on the map reflects the relative abundance of mosquitoes caught at each site.

#### **Black Fly Surveillance**

Routine black fly surveillance was conducted through disease weeks 40-43 for this reporting period. This surveillance was conducted using EVS traps baited with carbon dioxide in the form of dry ice. During this period, black fly abundance increased beyond District thresholds for abundance and treatments/inspections have been scheduled to remedy the issue. Black fly abundance, specifically at the "Tall Pine Dr." location, exceeded values from all other sites and initiated enhanced surveillance at the site and repeated inspections/treatments by operations staff.



#### Week 40-43 Black Fly Data



Notes:

The table shows all trap counts for the past week. Traps with counts of (100+) black flies per trap have and counts of (200+) black flies per trap have black flies appear on the map. The bubbles on the map represent the relative numbers of black fly caught in each trap but are not drawn to scale.

Fig. 4 Black fly trap locations for disease weeks 40-43. All trap locations shown were positive for black flies. The size of the bubbles on the map reflects the relative abundance of black flies caught at each site.

#### **Additional Surveillance Activities**

Enhanced surveillance activities are activated when additional mosquito abundance/disease information is required from a specific area. Generally, these activities are activated in response to specific triggers but can be utilized proactively in areas of historic concern.

For disease week 40, four enhanced surveillance activities were activated. These were in response to/for: a repeated activity in Baldwin Park due to a confirmed dengue virus transmission, an initial activity in El Monte due to a confirmed dengue virus transmission, and two travel related Aedes Borne Disease (ABD) incidents in Alhambra and West Covina.

For disease week 41, four enhanced surveillance activities were activated. These were in response to/for: a repeated activity in Baldwin Park due to a confirmed dengue virus transmission, an initial activity also in Baldwin Park associated to an additional confirmed dengue virus transmission, a repeated activity in El Monte due to a confirmed dengue virus transmission and a travel related ABD incident in Arcadia.

For disease week 42, six enhanced surveillance activities were activated. These were in response to/for: an initial activity in Baldwin Park associated with an additional confirmed dengue virus transmission, a



repeated activity in Baldwin Park due to a confirmed dengue virus transmission, a repeated activity in El Monte due to a confirmed dengue virus transmission, an activity in West Covina associated with a high risk of ABD concern, an activity responding to a secondary dengue transmission location in Baldwin Park, and a travel related ABD incident in La Puente.

For disease week 43, eight enhanced surveillance activities were activated. These were in response to/for: two repeated activities in Baldwin Park due to confirmed dengue virus transmissions, a repeated activity in El Monte due to a confirmed dengue virus transmission, a repeated activity in West Covina due to a high risk of ABD concern, a repeated activity responding to a secondary dengue transmission location in Baldwin Park, two travel related ABD incidents in La Puente and Pomona and a West Nile Virus positive human case in Pasadena.

#### **Arbovirus Activity**

As of disease week 16, West Valley Mosquito and Vector Control District resumed testing dead bird and mosquito pool samples. As a reminder, mosquitoes are tested in groups, routinely of 20-50 individuals, to test for the presence of virus. These groups of mosquito samples are referred to as a mosquito "pool". *Aedes* spp. can be tested in lower quantities to aid in identifying local virus transmission details. *Culex* mosquito samples and dead bird samples are tested for West Nile virus (WNV), St. Louis Encephalitis (SLE) and Western Equine Encephalitis (WEE) virus. *Aedes* samples are tested for Dengue (DENV), Chikungunya (CHIKV) and Zika virus (ZIKV), summarized to CDZ, unless otherwise noted.

As of week 28, the first WNV positive mosquito pool was collected within District boundaries.

As of week 33, the first WNV positive dead bird was collected within District boundaries.

The following are the weekly results from the District's arbovirus testing from weeks 40-43:

- -Week 40: 0 out of 3 dead bird samples and 4 out of 24 mosquito pools tested positive for WNV while 0 out of 14 *Aedes* samples tested positive for CDZ.
  - 4 WNV positive mosquito pools were collected from routine surveillance
- -Week 41: 0 out of 1 dead bird sample and 2 out 27 mosquito pools tested positive for WNV while 0 out of 21 *Aedes* samples tested positive for CDZ.
  - 2 WNV positive mosquito pools were collected from routine surveillance
- -Week 42: 3 out of 27 mosquito pools tested positive for WNV while 0 out of 18 *Aedes* pools are tested for CDZ.
  - 3 WNV positive mosquito pools were collected from routine surveillance
- -Week 43: 0 out of 2 mosquito pools tested positive for WNV while 0 out of 15 *Aedes* pool are tested for CDZ.



#### For the current reporting period:

- -148 mosquito pools have been tested, 9 of which have tested positive for WNV
  - In 2024, 888 mosquito pools have been tested with 43 positive detections
    - o At this time in 2023, 1114 mosquito pools were tested with 261 positive detections
- -4 birds have been collected and tested, 0 of which tested positive for WNV
  - In 2024, 31 bird samples have been tested with 3 positive detections
    - o At this time in 2023, 43 bird samples were tested with 16 positive detections

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#### **Outreach Summary:**

During the month of October, staff continued responding to locally acquired dengue case in Baldwin Park and El Monte. The Department continues to work collaboratively with the County Department of Public Health, the cities of El Monte and Baldwin Park, and community partners to disseminate information and share valuable resources. Additionally, mailers, literature kits, and repellent posters were deployed to share educational information with residents. Furthermore, the staff developed digital content and ads to increase repellent and West Nile virus information across the SGV. The public information team hosted a series of media follow alongs and interviews at the district to showcase its response to the ongoing dengue detections.

The EcoHealth Vector Education Program is well underway with its community science programs "Operation Mosquito G.R.I.D. (Growth Reduction and Increased Detection)" and "Vector Inspector Program." In addition to assisting with the department's efforts in disease response, Education Specialist Hagele and Luna have been sorting through water samples collected by students through the SGV to detect immature mosquitoes.



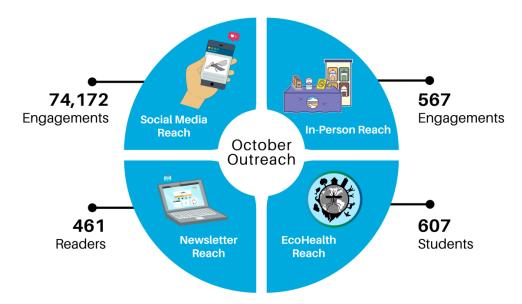
Caption: KPCC/LAist reporter interviewing VCT Gallegos during night treatment prep.



Caption: NPR reporter interviewing Director Hallum on surveillance traps.

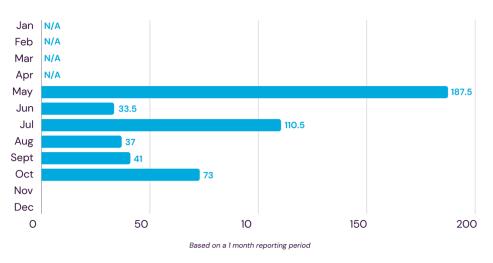


Caption: NPR reporter recording adult mosquitoes in the insectory.



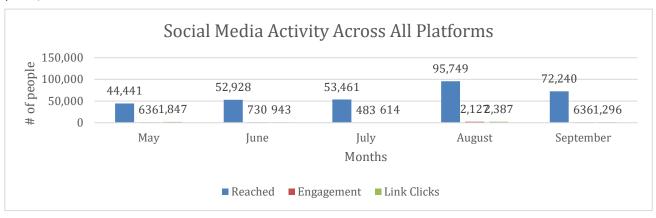


## Communications Field Hours



### **Digital Marketing:**

1) Key Performance Indicators (KPIs):



A delay in reported data may be present. Reported numbers reflect full calendar months to accurately track KPIs from all District social media platforms.

- 2) Digital Response Support
  - a) Digital content continues to remain focused on repellent and treatment information.
  - b) Content has highlighted news coverage and media follow alongs.
- 3) Social Media
  - a) The District has focused on developing Dengue response content and working with the Los Angeles County Department of Public Health to distribute crucial information.
  - b) The District has had great success in posting treatment post on social media and collaborating with the city for better reach.





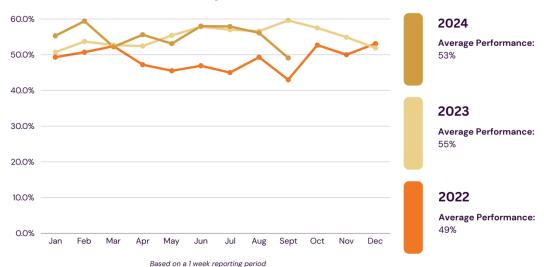
Tracking cities social media engagement with our District's social media platforms. Points are based on the following:

- 1 Point Passive engagement: Like post, view IG story,
- 2 Points Active Engagement: Share on FB, retweet, share in IG stories,
- 3 Points Champion Engagement: Post content from SGVMVCD, creating a collaborative post, tags @SGVMosquito

#### 4) Email Marketing

- a) Mosquito treatment notifications
- b) Disease presence notifications
- c) Mosquito Webinar marketing
- d) Press release distribution
- e) Short Bites Monthly
  - i. October Short Bites Monthly E-blast sent to Champions audience and General Notification audience.

## Short Bites Monthly Performance



#### 5) Content Development

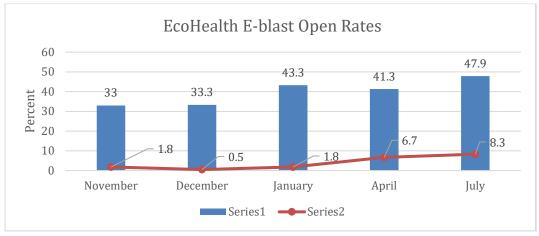
a) Disease response mailers – General Aedes Information



- b) Disease response literature kits
- c) Disease response "contact us" half sheet
- d) Repellent Cards



#### 1. Data in Education



#### 2. EcoHealth Highlights

- a) (Multiple days) Virtual water analysis and egg paper analysis for Operation Mosquito G.R.I.D.
   Cohorts 2 and 3 (Lone Hill Middle in San Dimas, San Jose Charter Academy in West Covina, and El Roble Middle in Claremont)
- b) (10/9 & 10/10) Operation Mosquito G.R.I.D. in-class water analysis at San Jose Charter Academy
- c) (10/23) Vector Inspector Program presentation at Dewey Elementary (San Gabriel)



## San Gabriel Valley Mosquito & Vector Control District Treasurer's Report | September 2024

This Treasurer's Report reflects the SGVMVCD's month end balance of District funds for the period noted above. It is in full compliance with the District's Investment Policy. The Secretary-Treasurer hereby certifies that the District can meet expenditure requirements for the next six months with funds from the Citizens Bank, L.A. County Pool, CA CLASS, and LAIF accounts.

LOCAL AGENCY INVESTMENT FUND (LAIF)								
BEGINNING BALANCE				\$3,396.65				
Interest Earned			\$0.00					
ENDING BALANCE				\$3,396.65				
% OF ANNUAL EXPENDITURE:	0.05% YIELD:	4.57%	MATURITY DATE: PERPETUAL	SOURCE: SEPT 2024 STATEMENT				

LOS ANGELES COUNTY POOI	. (PB1)				
BEGINNING BALANCE					\$48,950.89
Interest Earned				\$342.65	
Withdrawal (deposit to Citizens	Bank)			(\$48,000.00)	
					\$1,293.54
% OF ANNUAL EXPENDITURE:	0.02%	YIELD:	4.02%	MATURITY DATE: PERPETUAL	SOURCE: ND 24, PERIOD 3

CALIFORNIA CLASS PRIME						
BEGINNING BALANCE					\$2,638,533.81	
Interest Earned				\$10,932.53		
Withdrawal (deposit to Citizens Bank)				(\$455,183.77)		
ENDING BALANCE					\$2,194,282.57	
% OF ANNUAL EXPENDITURE:	30.59%	YIELD:	5.25%	MATURITY DATE: PERPETUAL	SOURCE: SEPT 2024 STATEMENT	

<b>VCJPA CONTINGENCY FUND</b>				
BEGINNING BALANCE				\$156,330.00
Interest Earned			\$5,690.00	
Admin Fee			(\$3.00)	
ENDING BALANCE				\$162,017.00
% OF ANNUAL EXPENDITURE:	2.26%	YIELD:	MATURITY DATE: PERPETUAL	SOURCE: SEPT 2024 STATEMENT*
*Statements provided on quarterly basis or	nly			

CITIZENS BANK (REVOLVING AND SWEEP ACCOUNTS)						
BEGINNING BALANCE					\$697,412.61	
Debit Activity				(\$930,141.35)		
Deposits				\$988,195.34		
Service Charge				(\$137.42)		
Interest Earned				\$36.08		
ENDING BALANCE					\$755,365.26	
% OF ANNUAL EXPENDITURE:	10.53%	YIELD:	0.10%		SOURCE: SEPT 2024 STATEMENT	

U.S. BANK TRUST		
BEGINNING BALANCE		\$1,617,725.21
Taxable Interest	\$9,370.65	
Taxable Dividends	\$61.58	
Fees and Expenses	(\$125.00)	
Change in Investment Value	\$8,614.00	
ENDING BALANCE		\$1,635,646.44
% OF ANNUAL EXPENDITURE: 22.80%		SOURCE: SEPT 2024 STATEMENT

ALL FUNDS BEGINNING BALANCE ALL FUNDS ENDING BALANCE

\$5,162,349.17 \$4,752,001.46

Lloyd Johnson, Secretary-Treasurer

10/30/2024

Date



## San Gabriel Valley Mosquito & Vector Control District **District Working Balance | November 2024**

### **SGVMVCD WORKING FUND BALANCE NOVEMBER 2024**

ALL FUNDS ENDING BALANCE (PERIOD ENDING SEPTEMBER 2024)	\$4,752,001.46
TOTAL RESERVES	(\$1,960,500.00)
OCTOBER 2024 EXPENDITURES	(\$440,195.79)
NOVEMBER 1, 2024 WORKING FUND BALANCE	\$2,351,305.67

Jason Farned, District Manager

## SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

## REPORT OF STAFF'S ATTENDANCE

## AT CONFERENCE/EVENT

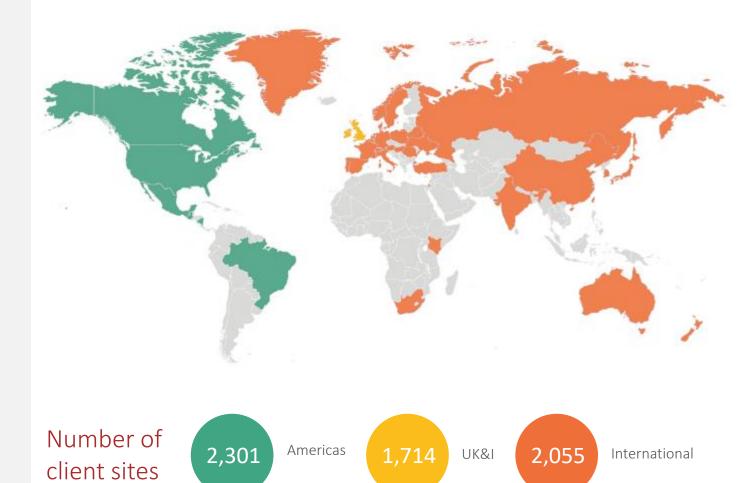
Staff Name and Title: Jerry Mireles, Clerk of the Board
Name of Conference/Event: 2024 Board Clerk Conference
<b>Date</b> : October 21 -23, 2024
Location: Mission Valley, San Diego
Significant points learned of benefit to the District and its ratepayers:
The 2024 Board Clerk conference in Mission Valley, San Diego, was a fantastic experience and a great chance to connect with other Clerks from special districts. This was my second time attending, and I took advanced courses this year. The focus was on how to communicate effectively with the board and staff.
One of the first sessions was about the opportunities and risks of using artificial intelligence (AI) in special districts. The speakers explained what AI is and how it can be a useful tool. They demonstrated how to use ChatGPT and shared examples, while also discussing the potential risks. This course was the most valuable for me.
Next, we talked about making sure our district follows all the new regulations and laws. The discussion included issues like accommodations, wages and hours, telework, due process, and paid sick leave. We also covered the public records act, emphasizing that board members' emails are public records and how to handle requests for correspondence.
The conference wrapped up with a session on the Brown Act, which is very important for us. We learned about what isn't considered a meeting under the act, like ad hoc committees, and the prohibition on serial meetings. They stressed the importance of clear communication with the board and reminded us to BCC all board members in emails. We also covered the public's rights under the Brown Act regarding teleconferencing.
Overall, the conference was very helpful. It was a great opportunity to network and ask questions to legal experts.
Date: 10/29/2024 Signed: Jerry Mireles  Print Name: Jerry Mireles

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We collaborate with commercial, industrial and public organizations with a large or critical need for energy around the world





solar PV systems installed in the US



commercial EV chargers installed, including 350+ DC Chargers



energy efficiency upgrades completed in the US



assets managed including solar, storage, fuel cells and CHP

# Centrica is the Leading Sustainable Energy Solutions Integrator (EPC) in North America

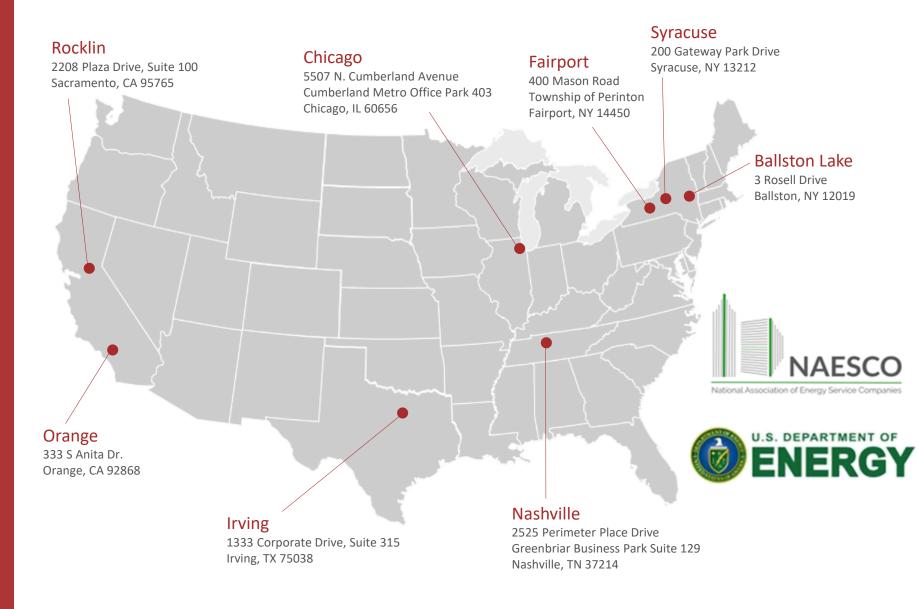
\$33b

Group revenue in 2022

6 K+

customer sites proudly supported around the world

We have regional operations across the continental **United States to** provide local service and expertise to our customers



### Sample of Centrica's Clients









































39

Centrica Business Solutions

### A Roadmap for Success





### Why do this Project?

#### The project proposed in this presentation has been developed with the following factors in mind:

The existing roof is in dire need of replacement. The District has budgeted for a replacement.

Centrica shall manage ALL construction. The District does not need to manage multiple subcontractors. One responsible party for any warranty issues that may arise.

Investment Tax Credits (ITC) through the Inflation Reduction Act (IRA) are available to the District now. Timing is optimal to take advantage of this incentive.

By bundling the Solar and the roof replacement, and capitalizing on the ITC direct pay credit now, we can achieve budget neutrality and provide a significant positive cash flow over the life of the solar which can go towards future Capex projects or be diverted to other high priority expense offset.

### California Energy Efficiency Laws

### **California Government Code 4217**

Implemented in the 1980's and designed to encourage state agencies, cities, counties, K-14 and special districts to implement energy efficiency projects.

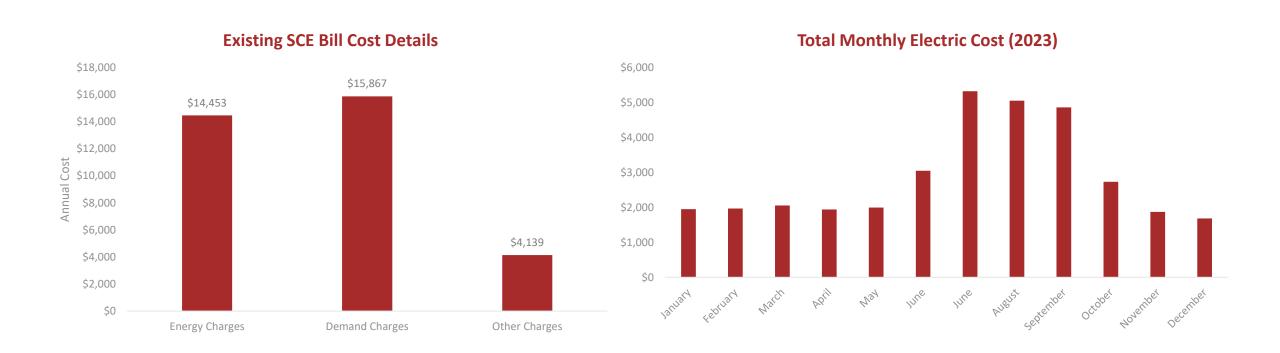
4217 allows public agencies to select a single qualified energy efficiency company to design and deliver multi-measure projects on a design-build basis given the project savings (energy, maintenance, etc.) pay for the cost of the project over the life of the equipment.

The Board must determine that the project is in the best interest of the entity, and the entity has broad flexibility to implement construction.

Public notice must be given, and a public hearing held (typically done at a board/council meeting as you do others). Used by hundreds of public agencies in the state of California. The law is well vetted as a useful means to procure professional services from qualified energy efficiency companies.

### **Utility Analysis**

A thorough analysis of Southern California Edison (SCE) electric bills has been conducted. The District spent \$34,359 in 2023 on electricity. This analysis serves as a baseline for developing utility cost savings.



### **Overall Condition Assessment**







## The PFA site walk revealed the following site conditions:

- Office building roof is in poor condition, planning for replacement in progress (further details on proceeding page)
- HVAC serving Office building is new and in good working order
- Lighting throughout facility has been converted to LED
- Existing electrical switchgear is rated at 208V, 800 Amps
- Utility costs are escalating significantly year over year, total annual Edison bill \$34,359

### Condition Assessment- Existing Roof Details

A thorough inspection of the existing roof on the office building has been completed. Detailed results are as follows:

#### Existing roof system construction

- Substrate/ Deck: Wood Slat
- Insulation/ Roof Board: 3" Polyisocyanurate
- Roofing system: 4-ply Built-Up Roofing (BUR) with Granulated Cap Sheet &
- additional UV Protective Acrylic Surfacing
- Base Flashing: BUR with Granulated Cap Sheet

#### Roof Condition

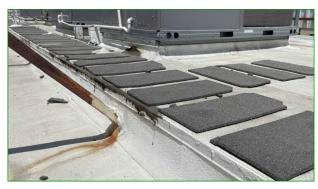
- Acrylic surfacing has worn thin
- Delaminated plies and oxidized asphalt
- Coping cap seams have been previously reinforced
- Wall flashings are falling off the walls
- Roof flashings are separating along the perimeter edge metal
- Seams throughout the roof have been previously repaired
- Aged silicone repairs scattered throughout the roof
- Sunken pitch pockets
- Patching at drains impeding proper drainage
- Curb mounted skylights have reached the end of their service life



### Condition Assessment- Existing Roof Details



Roofing materials separate (wrinkle) from the walls due to poor installation; lack of asphalt, improper end lap termination, loose outside edges, etc. Eventually the walls can blow off entirely.



As the asphalt in traditional built-up roofs oxides over time, adhesion is lost. The roof flashings separate at the perimeter edge metal, allowing for water intrusion and resulting in leaks at these termination details.



Seams throughout the roof have been previously repaired. As the asphalt in the roofing system weakens it loses its ability to hold the layers of roofing material together. Seams are typically the first part of a Built-Up roof to fail.



Aged silicone repairs are scattered throughout the roof. Dust and dirt become embedded in the silicone (discoloring it) and silicone is highly resistant to any other roofing material sticking to its surface, including silicone itself.



Pitch pockets/ChemCurbs are notorious leak sources and can be constant maintenance items. Materials typically used to fill pitch pans/pockets will run or dry out leaving small basins to collect water and direct it through the system.



Curb Mounted Skylights have reached the end of their useful lives.

### **Project Summary**

#### **Project Financials Overview**

Facility Improvement Measure	Annual Electric Savings (kWh)	Annual Utility Cost Savings	Annual CO <sub>2</sub> Offset (metric tons)	Investment Tax Credit (IRA)*	Implementation Cost**
Solar Photovoltaic (PV) Installation	121,432	\$20,729	58	\$161,075	\$473,750
Roof Replacement w/ Skylight Replacement	5,500	\$1,364	3	\$0	\$154,213
				Total Project Cost	\$627,963
			Net Proje	ect Cost (after ITC)	\$466,888

<sup>\*</sup>Solar PV project is eligible for a direct-pay tax incentive through the federal government. The incentive is 30% of the project cost with a 10% "energy community" bonus and a 15% total reduction for the District being a non-tax paying entity. The total incentive value is 34% of the solar PV implementation cost.

<sup>\*\*</sup>Pricing is for a full, turnkey, design-build project inclusive of design/engineering, materials, labor and construction management services.

<sup>\*\*</sup>Pricing does not include solar O&M services. Cashflow presented in this report includes O&M services as an annual service.



# Solar Photovoltaics (PV) Installation

#### **Features and benefits**

Install approx. **51 kW-DC** flush mounted solar PV arrays over existing carport/ shade structures.

Install approx. **30 kW-DC** solar PV ballasted roof-mounted arrays.

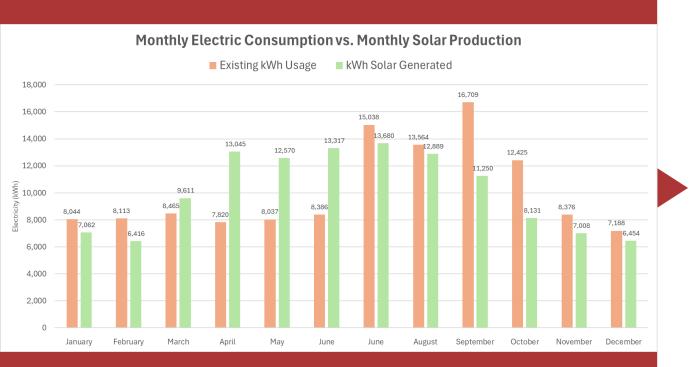
Structural analysis of existing carport and roof shall be conducted to ensure structural integrity. This shall be the first step of the construction process.

New CA Title 24 requirements for installation of EV when solar PV is installed in parking lots. City of West Covina building dept has confirmed EV will not be required for this project. However, the District may choose to include infrastructure at their discretion.

- Overall PV System Size (kW DC): 81
- Expected Annual Production (kWh): 121,432
- Expected Annual Electricity Offset: 100% (from baseline)

### **Monthly Solar Production**

- The proposed solar PV arrays have been sized to offset nearly 100% of the District's annual electricity consumption. As shown on the graph to the left, there are months in which solar generation exceeds the facility's electrical consumption, and months in which it does not. Months in which solar generation exceeds consumption, electricity shall be exported to the grid and credited against consumption in months with a shortfall of solar generation.
- Southern CA Edison (SCE) does not allow for significant "oversizing" of solar PV. Your expected solar generation cannot exceed annual facility electric consumption by more than 10%.
- Due to time of use (TOU) utility pricing, and the fact that solar PV only generates when the sun is out, the District will offset 64% of its annual SCE bill.







### **Ongoing services**

Centrica offers various ongoing services that can be incorporated into the project. Relevant to this project, guaranteed solar PV production and solar PV O&M services may be provided

**Solar PV production guarantee** may be provided as an annual service. This service ensures financial return for the district by reimbursing the District should the solar PV system produce less than our projections. O&M Services are required for a guaranteed generation project.

#### The following O&M services are available:

- 1. Web based professional monitoring
- 2. Remote diagnostics
- 3. Service scheduling and dispatching
- 4. Annual performance reports
- 5. Panel washings (2) times per year

**Year 1 O&M Cost:** \$6,014, escalates by 3% annually

### **Cool Roof System Installation**

#### **Features and benefits**

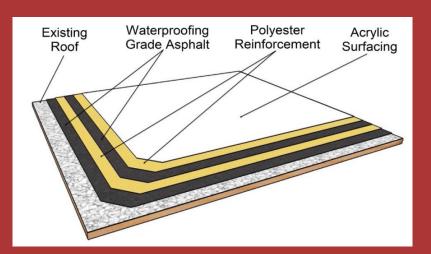
Install new, 135 Mil seamless single-ply cool roofing System. New roofing surface shall consist of waterproof grade asphalt, polyester reinforcement, and acrylic surface.

Coping caps will be reinforced, wrinkled walls shall be fixed, edges shall be sealed, silicone repaired areas shall be completely removed, pitch pans shall be sealed, and drains shall be properly prepared for adequate draining. Walk pads shall be removed; walk pads are not required for this type of roof and are not included in this scope of work.

Roofing system comes with a 20 year "no-leak" warranty from the manufacturer. All defects in material or workmanship shall be repaired at no cost to the District.

(7) 4' x 8' skylights shall be replaced on a "like-for-like" basis.

Electric bill savings shall be obtained due to the reflective nature of the new roofing surface. It is expected that the new roof shall reduce cooling loads by 15%, leading to an estimated annual savings of \$1,300.

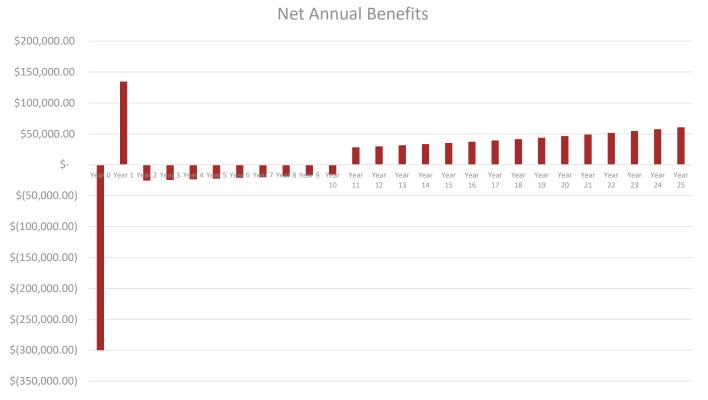




### 

The following financials includes full turn-key installation of solar PV, roof replacement, skylight replacements, and (4) EV ready parking stalls. Cashflow includes annual service fees for solar O&M

Project Financials					
Project Investment	\$627,963				
District Contribution	\$300,000				
Year 1 Solar O&M Costs	\$6,014				
Year 1 Cost Savings	\$22,093				
Investment Tax Credit (IRA)	\$161,075				
Loan Term	10 Years				
25 Year Cumulative Cashflow	\$283,784				



# Thank you!

### **Ken Hoving**

Senior Account Executive

P: 691-348-2002

E: ken.hoving@centrica.com



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### San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: November 8, 2024

Meeting of: San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Subject: Consider Resolution 2024-04, Approving an Energy Services Contract with

Centrica Business Solutions in the Amount of \$627,963.00 and Authorizing

the District Manager to Execute the Agreement

Exhibit(s): Exhibit 5A, 5B

#### **Purpose:**

The purpose of this report is to provide the Board of Trustees with an overview of the proposed energy-related improvements to District facilities and to recommend the adoption of Resolution No. 2024-04 (Exhibit 5A), approving the Energy Services Contract with Centrica Business Solutions and authorizing the District Manager to execute the agreement.

#### **Background:**

In February 2024, the District formed an ad hoc committee to explore energy-related improvements, including roof replacement/repair and the installation of solar photovoltaic (PV) panels to reduce electricity costs and environmental impact. After reviewing multiple proposals, the committee selected Centrica Business Solutions ("Centrica") to conduct an investment-grade audit and provide a comprehensive scope of work for the proposed project.

On September 13, 2024, following a presentation by Centrica, the Board of Trustees approved the project scope and directed staff to formalize an agreement with Centrica to implement the energy-related improvements.

At a duly noticed public hearing on October 11, 2024, the Board adopted Resolution No. 2024-03, confirming that any proposed Energy Services Contract with Centrica would comply with legal requirements, as the project's anticipated savings will exceed the costs of implementation over the equipment's lifecycle, in accordance with California Government Code Sections 4217 et seq.

District counsel has reviewed the proposed Engineering Procurement & Installation Agreement and revisions were made based on discussions between District counsel and counsel for Centrica.

The ad hoc committee met on October 28, 2024, to review the final scope and financial projections for the project. On November 4, 2024, the committee met to review the proposed Engineering Procurement & Installation Agreement in preparation for final approval by the Board of Trustees. The ad hoc committee agreed unanimously to recommend the project scope and agreement as presented.



### San Gabriel Valley Mosquito & Vector Control District District Manager's Report

#### **Project Scope:**

The proposed project includes:

- 1. Solar Photovoltaic (PV) Installation:
  - A roof-mounted solar array to offset a portion of the District's electricity consumption.
    - A 51 kW-DC flush-mounted solar array over the existing carport.
    - A 30 kW-DC ballasted roof-mounted solar array on the administration building roof.
- 2. EV Ready Parking Stalls:
  - Infrastructure to enable future addition of Electric Vehicle charging stations under the existing carport shade structure.
- 3. Cool Roof Installation:
  - Replacement of the administration building's roof with a waterproof-grade asphalt system designed to enhance energy efficiency and carry a 20-year warranty.
- 4. Skylight Replacement:
  - Installation of seven new skylights to improve natural lighting and indoor air quality.
- 5. Additional Energy-saving Measures:
  - Ongoing monitoring through Centrica's online portal to track energy production and ensure optimal system performance.

#### **Financial Impact:**

The total project investment is estimated at \$627,963, with the District having allocated \$300,000 in the 2024/25 budget for roof repairs and solar installation.

The financial benefits include:

- Investment Tax Credit: \$161,075, under the Inflation Reduction Act, further reducing the financial burden.
- Year 1 Utility Cost Savings: \$22,093
- 25-Year Cumulative Cashflow: \$299,844



### San Gabriel Valley Mosquito & Vector Control District District Manager's Report

25-Year cumulative cashflow estimates assume annual maintenance costs starting at \$6,014, with a 3% annual increase, and financing the project balance over a 10-year period at a 4.5% interest rate. Financing options will need to be evaluated and approved when funds are required. Utilizing District reserves remains a viable option and could increase cumulative cashflow by approximately \$99,000 by avoiding interest payments and bank fees.

#### **District Manager's Recommendation:**

The District Manager recommends that the Board of Trustees approve Resolution No. 2024-04 (Exhibit 5A), authorizing the execution of the Energy Services Contract with Centrica Business Solutions. The resolution also grants the District Manager, Jason Farned, the authority to sign the contract and manage the project's execution to ensure timely and efficient completion.

#### Ad hoc Committee's Recommendation:

The ad hoc Committee convened on November 04, 2024 and recommend the approval of Resolution No. 2024-04 as presented.

#### **Board Action Options:**

- Board Action Required: If the Board concurs, following the public discussion by members for this item, the recommendation is to approve Resolution No. 2024-04, authorizing the execution of the Energy Services Contract with Centrica Business Solutions in the amount of \$627,963. The resolution also grants the District Manager, Jason Farned, the authority to sign the contract and manage the project's execution to ensure timely and efficient completion.
- Alternative Board Action: If after discussion by members for this item, the Board may choose to deny approval of Resolution No. 2024-04 authorizing the execution of the Energy Services Contract with Centrica Business Solutions in the amount of \$627,963.00

Submitted by:

Jason Farned District Manager

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#### **RESOLUTION NO. 2024-04**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT APPROVING AN ENERGY SERVICES CONTRACT WITH CENTRICA BUSINESS SOLUTIONS AND AUTHORIZING THE DISTRICT MANAGER TO EXECUTE THE AGREEMENT

**WHEREAS**, in February 2024, the San Gabriel Valley Mosquito and Vector Control District (the "District") formed an ad hoc committee to explore energy-related improvements, including roof replacement/repair and the installation of solar photovoltaic (PV) panels to offset electricity costs and reduce environmental impact; and

**WHEREAS**, after a comprehensive review of multiple proposals, Centrica Business Solutions ("Centrica") was selected to perform an investment-grade audit and develop a detailed scope of work for the proposed project; and

**WHEREAS**, on September 13, 2024, following a presentation by Centrica, the District's Board of Trustees ("Board") approved the scope of the project and directed staff to work with Centrica to formalize an agreement for implementing the energy-related improvements; and

**WHEREAS**, California Government Code Section 4217 et seq. authorizes public agencies to enter into energy services agreements when it is determined to be in the agency's best interest, provided the determination is made at a regularly scheduled public hearing with at least two weeks' advance notice; and

**WHEREAS**, on October 11, 2024, at a duly noticed public hearing, the Board made the requisite findings pursuant to the applicable Government Code sections and adopted Resolution No. 2024-03, finding that an agreement with Centrica Business Solutions complies with the requirements of California Government Code Sections 4217.10 et seq.; and

**WHEREAS**, the proposed project includes solar PV installation, cool roof installation, skylight replacement, and associated energy-saving measures, with an estimated total investment of \$627,963; and

**WHEREAS**, the District has allocated \$300,000 in the 2024/25 budget for the project, and it is anticipated to generate annual utility savings of \$22,093 and a 25-year cumulative cashflow of \$299,844; and

**WHEREAS**, the 25-Year cumulative cashflow estimates assume annual maintenance costs starting at \$6,014, with a 3% annual increase, and financing the project balance (\$367,963) over a 10-year period at a 4.5% interest rate; and

**WHEREAS**, the project qualifies for an Investment Tax Credit of \$161,075 under the Inflation Reduction Act, further reducing the District's financial commitment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District that:

1. Approval of the Energy Services Contract:

The Energy Services Contract between the District and Centrica Business Solutions, attached hereto, is hereby approved, including the total investment amount and scope of work outlined therein.

#### 2. Authorization to Execute the Agreement:

The District Manager, Jason Farned, is hereby authorized and directed to execute the Energy Services Contract with Centrica Business Solutions, along with any related documents necessary to facilitate the project.

#### 3. Compliance with Government Code:

The project shall comply with the requirements of California Government Code Sections 4217.10 through 4217.18 inclusive, ensuring that the expected savings will exceed the project's costs over the lifetime of the equipment and improvements.

#### 4. Implementation and Oversight:

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The District Manager is further authorized to take all necessary actions to manage the project's execution, including issuing necessary notices to proceed and coordinating with Centrica Business Solutions to ensure timely and efficient completion.

PASSED, APPROVED AND ADOPTED by the Board of Trustees of the San Gabriel Valley Mosquito and Vector Control District this xx day of xxxx 2024, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
	John Capoccia
	President, Board of Trustees
ATTEST:	
Lloyd Johnson Secretary-Treasurer, Board of Trustees	
APPROVED AS TO FORM:	
Kelly M. Alhadeff-Black District Counsel	

### ENGINEERING PROCUREMENT & INSTALLATION AGREEMENT

THIS ENGINEERING PROCUREMENT & INSTALLATION AGREEMENT (this "Agreement") is made and effective as of the 8th day of November, 2024 ("Effective Date") by and between: Centrica Business Solutions Services, Inc., a New York corporation with an address at 2111 Ellsworth Boulevard, Malta, New York 12020 ("Centrica"), and San Gabriel Mosquito and Vector Control District, a California public health agency formed and operating pursuant to the applicable provisions of the California Health and Safety code ("Owner"). Centrica and Owner are sometimes referred to in this Agreement, individually, as a "Party" and, collectively, as the "Parties".

#### **Contract Recitals**

WHEREAS, the Owner owns and/or operates administration, office, laboratory and maintenance facilities at its property located at 1145 N. Azusa Canyon Road, West Covina, CA 91790; and

WHEREAS, Centrica is a full-service energy services company with the technical capabilities to provide services to the Owner including supply-side and demand-side measures, engineering, procurement, construction management, installation, and training, and

WHEREAS, the Owner wishes to reduce the facilities' energy consumption costs and improve the facilities indoor-air-quality; and

WHEREAS, the Owner worked with Centrica to develop the selected energy related measures best suited to achieve the desired energy cost savings and building improvements; and

WHEREAS, California Government Code section 4217 et seq. provides that a public agency may enter into an energy services agreement on terms its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing of which a minimum of two weeks advance public notice was given; and

WHEREAS, the Owner made the determination at its regularly scheduled Board of Trustees meeting and public hearing held on October 11, 2024, that this Agreement with Centrica will comply with, and has made the requisite findings as required pursuant to California Government Code Sections 4217.10, et. seq.; and

WHEREAS, the Board of Trustees for Owner has determined that entering into this Agreement is in the best interests of the Owner, and/or provides the best value to the Owner, and

WHEREAS, the Owner's Board of Trustees, by adoption of Resolution #2024-04 at its meeting of the board of Director's, approved this Agreement by and between Centrica and the Owner and authorized the District Manager of the Owner to execute this Agreement on behalf of the Owner.

### ARTICLE I CONTRACT DOCUMENTS AND PROJECT PROVISIONS

1.1. CONTRACT DOCUMENTS. The contract documents consist of this Agreement and those attachments which are hereby incorporated by reference as the Schedules and Exhibits listed below, Modifications and Change Orders issued after the execution of this Agreement and any other documents enumerated or described in this Agreement, Schedules or Exhibits (the "Contract Documents").

Schedule 1 – Scope of Work

Schedule 2 – Form of Notice to Proceed

**Schedule 3 – Milestone Payment Schedule** 

Schedule 4 - Manufacturer and Installation Warranties

Schedule 5 - Solar Power Production Guarantee\*

Schedule 6 – Certificate of Substantial Completion Schedule 7 – Insurance

Schedule 8 – Lien Waiver

- 1.2 THE PROJECT. Upon the terms and conditions set forth in this Agreement, Owner hereby retains Centrica and Centrica agrees to be retained, to perform or cause to be performed and furnish the certain turnkey design, engineering, procurement of materials and equipment, installation and commissioning services (the "Work") as detailed in attached **Schedule 1 Scope of Work** at the Owner's facility, located at: 1145 N Azusa Canyon Rd, West Covina, CA 91790 (The "Facility"). The term "Project" shall mean all Work performed by Centrica in relation to the system to be installed at the Facility.
- 1.3 NOTICE TO PROCEED. This Agreement is effective as of the Effective Date but, Centrica shall not be required to undertake the performance of the Work until Owner issues a written notice to proceed (the "NTP") in form substantially as attached in **Schedule 2 Form of Notice to Proceed**. If Owner fails to issue a NTP within 60 days of the Effective Date or the completion of the Preconstruction Services, whichever is later, Centrica may terminate this Agreement for convenience pursuant to section 9.3.2.
- 1.4. PRECONSTRUCTION SERVICES. Prior to issuance of the Notice to Proceed, Owner and Centrica may wish to proceed with certain portions of the Work on a limited basis by agreeing on the scope and compensation due for the same ("Preconstruction Services"). The portion of the Work to be performed under the Preconstruction Services shall be set forth in **Schedule 1 Scope of Work** along with the compensation owed to Centrica for such Work. The Owner and Centrica acknowledge and agree that the Owner may terminate the Preconstruction Services at any time with written notice to Centrica in accordance with Article IX (Termination). The performance and timing of compensation for such Work shall be governed by the terms of this Agreement. If the Preconstruction Services is included on **Schedule 1 Scope of Work**, Owner authorizes Centrica to commence with the Work specified under the Preconstruction Services upon execution of this Agreement.

### ARTICLE II CONTRACT PRICE AND PAYMENT TERMS

- 2.1 CONTRACT PRICE. Owner shall pay to Centrica the following sum (the "Contract Price"): **Six Hundred Twenty-Seven Thousand Nine Hundred Sixty Three (\$627,963) U.S. Dollars,** subject to additions and deductions made by Change Order or authorized by other provisions of this Agreement. See **Schedule 3 Milestone Payment Schedule** for a detailed breakdown of the total Contract Price.
  - 2.1.1 SALES TAX. The Contract Price excludes sales tax other than Centrica's taxes imposed on income or gross receipts and taxes for unemployment insurance, old age retirements benefits, pensions, as now or hereafter imposed. Owner shall be responsible for all other taxes imposed by the Project including but not limited to sales tax, duties, tariffs, fees or other governmental imposed charges that Centrica may be required to pay or collect. In the event that Owner provides Centrica with sales tax exemption documentation, to the extent any taxing authority determines that sales tax is due and payable by Centrica, Owner shall indemnify, protect, defend and hold harmless Centrica from and against all liability, penalty, interest, fine, tax assessment, attorney's fees or other expense or cost whatsoever incurred by Centrica as a result of any action taken against Centrica specifically relating to the tax issues discussed in this section. This provision shall survive completion or termination of this Agreement.
  - 2.1.2 EQUIPMENT PRICING. As of the Effective Date of the Agreement, Centrica shall commence any authorized Preconstruction Services, which will include additional engineering and design work required for final procurement of equipment needed for the Work. The Contract Price assumes a dollar amount for major equipment and components ("Pricing Assumption") including inverters, modules, racking and steel prices. In the event of a material increase or decrease of the Pricing Assumption, defined as a 5% or more variance of the Pricing Assumption, Centrica shall notify Owner in writing of the same within ten (10) Business Days of knowledge of the same and the Contact Price shall be increased or decreased by the documented percentage.
- 2.2 PAYMENT. Upon invoiced application for payment, Owner shall make payment to Centrica as follows:

- 2.2.1 Each application for payment shall provide detail and back-up information or data as Owner may reasonably require and be based upon the Work completed and materials stored on site and/or at locations approved by Owner. **Schedule 3 Milestone Payment Schedule** shall be used in establishing percentages of Work complete in payment applications.
- 2.2.2 Owner shall pay Centrica within thirty (30) days from date of invoice. In the event that Owner disputes any portion of the Work, it shall notify Centrica in writing within ten (10) days, to permit Centrica to correct the Work or adjust the application for payment. Owner shall pay all undisputed portions of the Work upon receipt of a re-submitted invoice not later than twenty (20) days date of invoice.
- 2.2.3 Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by Owner within fifteen (15) days of the date of Final Completion.
- 2.2.4 Payments due and unpaid shall bear interest from the date due at the legal rate prevailing from time to time at the place where the Project is located.
- 2.3 LIEN WAIVER. Centrica shall accompany each invoice with a lien waiver as set forth in in **Schedule 8 Lien Waiver**.

#### ARTICLE III OWNER'S OBLIGATIONS

- 3.1 LAWFUL AUTHORITY. Owner represents and warrants to Centrica that it is the sole lawful owner of the Facility or that it has the full authority and right to make the improvements to the Facility as contemplated by the Agreement; and it shall defend, indemnify and hold Centrica harmless on account of any liabilities incurred by Centrica resulting from a breach of this representation and/or warranty.
- 3.2 AUTHORIZED REPRESENTATIVE. Owner shall designate one (1) individual who shall be its authorized representative. Such authorized representative shall be the only person Centrica shall look to for instructions, orders and/or directions, except in an emergency, in connection with the Project. Owner has designated District Manager Jason Farned as its authorized representative for purposes of this Agreement.
- 3.3 SITE ACCESS AND STORAGE. Owner, at its sole cost and expense, shall perform those obligations allocated to Owner in **Schedule 1 Scope of Work.** Additionally, Owner shall provide Centrica with site access and onsite storage.
- 3.4 TIMELY COMMUNICATIONS. Owner will establish and implement procedures for expediting and processing submittals, transmittals and written approvals relating to the Project. Unless otherwise specified in the Agreement, and except in the event of an emergency, communications by and with Centrica's other subcontractors and suppliers shall only be through Centrica.
- 3.5 OTHER. Owner will perform any other obligations expressly set forth in the Agreement.

#### ARTICLE IV CENTRICA'S OBLIGATIONS

4.1 REPRESENTATIONS REGARDING THE PROJECT. Centrica represents that it is an independent contractor, and Centrica represents that it is familiar with the obligations required of it pursuant to this Agreement.

- 4.2 SUPERVISION AND WORK PROCEDURES. Centrica shall supervise and direct the Work, using good workmanlike skill and attention ordinarily used by members of the profession performing similar work and services under similar circumstances. Centrica shall be solely responsible for, and have control over, the means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Agreement gives other specific instructions concerning these matters. Centrica shall be solely responsible for and liable to Owner for any acts and omissions of Centrica's employees and subcontractors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Centrica.
- 4.3 LABOR AND MATERIALS. Centrica shall provide and pay for all labor, materials, supplies, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work unless otherwise provided by the Agreement. Centrica shall deliver, handle, store and install materials and equipment in accordance with manufacturers' instructions. Centrica may make substitutions only with the consent of Owner and in accordance with a written Change Order.

#### 4.4 DESIGN AND DRAWING.

- 4.4.1 APPROVALS. Centrica will submit for Owner's review and approval the designs, plans, and drawings in accordance with the Project Schedule. Owner will promptly render decisions required pursuant to this Agreement in writing and in conformity with the agreed upon project schedule, including but not limited to providing feedback and/or approval on design documents and other submittals within fourteen (14) days of its receipt of the same. Centrica will be entitled to an equitable Change Order for any delay in providing necessary approvals and feedback.
- 4.4.2 FINAL DRAWINGS. Upon Centrica's receipt of the final payment of the Contract Price, Centrica will deliver to Owner a set of the final design specifications for the system as required by the Agreement (which specifications may be included in the plans and drawings) and to the extent applicable, Stamped Plans and shop drawings and test reports, including performance test reports and commissioning documents, in sufficient detail to allow the operation and maintenance of the System (the "Final Drawings"). All Final Drawings shall be provided in electronic form upon Final Completion. Upon such delivery, the Final Drawings are deemed to be Contract Documents.

#### 4.5 WARRANTY/GUARANTEE.

- 4.5.1 WARRANTY. Warranty shall be in accordance with **Schedule 4 Manufacturer and Installation Warranties**.
- 4.5.2 ASSIGNMENT OF MANUFACTURER WARRANTIES. Upon Substantial Completion, Centrica hereby assigns to Owner all equipment, products, supplies, systems and other goods ("Goods") incorporated into the Work warranties to Owner.
- 4.5.3 PERFORMANCE GUARANTEES. Any guarantees with respect to the post-commissioning performance of the Work, any equipment or other aspects of the Work ("Performance Guarantee") shall be set forth in Schedule **5 Solar Power Production Guarantee**. Centrica gives no other performance guarantees or other promises relating to the performance of the Work and/or Goods.

OWNER'S REMEDIES ARE SPECIFICALLY LMITED TO REPAIR OR REPLACEMENT OF THE GOODS OR THE RE-PERFORMANCE OF THE SERVICES AND ARE EXCLUSIVE OF ALL OTHER REMEDIES.

#### 4.6 SUBSTANTIAL/FINAL COMPLETION.

4.6.1 "Substantial Completion" shall mean that all Goods are installed pursuant to the specifications set forth in **Schedule 1 -Scope of Work** with respect to the completion of the Work and that the Work would produce power or operate as intended under the Agreement but for any remaining third-party works or services (including, but not limited to, utility scope of work, utility energization, and in-service testing).

Centrica shall determine those items of Work that do not impact proper functionality in form of a punch list ("Punch List), which is deferred until after Substantial Completion. Owner shall review and respond with commercially reasonable modifications. If Owner does not approve the Punch List within fourteen (14) days, the Punch List shall be deemed approved. Upon approval of the Punch List, Substantial Completion shall be deemed met and Centrica shall issue shall execute a Certificate of Substantial Completion fixing the date of Substantial Completion and listing all Punch List items of Work, in substantially the form attached hereto as **Schedule 6 – Certificate of Substantial Completion**. Owner may only reject Goods provided in relation to the Work that do not materially conform to the specification of the Agreement; provided however, upon Substantial Completion, the Goods shall be deemed to have been accepted on an unqualified basis by Owner and Owner waives all claims with respect thereto. Thereafter, all nonconforming Goods shall be subject to the relevant manufacturer's warranty.

- 4.6.2 "Final Completion" means the point when all of the Work is fully and finally complete, including the completion of the Punch List, in accordance with the requirements of this Agreement.
- 4.7 PERMITS, FEES AND NOTICES. Centrica shall coordinate with the appropriate authorities to secure and pay for all required and applicable building permit and/or other permits and governmental fees, licenses and inspections in respect of which Centrica is responsible for as specified in **Schedule 1 Scope of Work**. Centrica shall provide reasonable assistance and support to Owner in connection with those permits, governmental fees, licenses and inspections in respect of which Owner is responsible for in **Schedule 1 Scope of Work**.
- 4.8 CLEANING UP. Centrica shall keep the Project and surrounding area free from accumulation of waste materials or rubbish caused by the Work. At completion of the Work, Centrica shall remove from and about the Facility any waste materials, rubbish, Centrica's tools, construction supplies, machinery and surplus material.
- 4.9 SAFETY OF PERSONS AND PROPERTY. Centrica is solely responsible for, and hereby agrees to take all necessary and required steps to protect a) its employees, contractors, subcontractors, suppliers, workers, guests, invitees and all other persons at any part of the Facility under Centrica's control, b) materials, supplies and equipment stored at the Facility for use in performance of the Work, and c) the Project and all property located at the Facility that relates to the Project. Centrica shall designate an individual at the Facility in the employ of Centrica who shall act as Centrica's designated safety representative.
- 4.10 HAZARDOUS MATERIALS. Centrica obligations expressly exclude any condition, within the Work, of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, lead or PCBs, in or on the premises. Owner represents that there is no hazardous material on the premises that may in any way affect Centrica's ability to deliver the Services. If either Party becomes aware of or suspects the presence of hazardous materials on the premises, Centrica shall have the right to suspend or stop work in the affected area immediately and shall notify the Owner. Owner will be responsible for correcting the hazardous condition in accordance with all applicable laws. Centrica shall have no responsibility for any claims arising out of or relating to the presence of hazardous materials on the premises. To the extent that the presence of hazardous materials on the premises , Centrica shall be entitled to an equitable Change Order to address any impact to the schedule or price.

#### ARTICLE V CHANGES

5.1 CHANGE ORDERS. During the term of this Agreement, either Party may request changes, additions, or deletions of the Work in the Agreement. Any such changes shall be pursuant to a duly written change order, signed by each Party, stating the changes in the Work, the amount of the adjustment to the Contract Price, and/or the extent of the adjustment to the Project Schedule ("Change Order"). The Parties will reasonably and expeditiously negotiate in good faith the appropriate adjustments for changes in the Work however, Centrica shall not have the obligation to perform Work until appropriate adjustments have been duly agreed upon in the Change Order.

#### ARTICLE VI INTELLECTUAL PROPERTY

- 6.1 LICENSE TO USE. Centrica retains all intellectual property rights, whether registered or unregistered, including trademarks, patents, and copyright of all documents, design rights, developed programs, software and models and other data developed in the course of the Project. ("Centrica IP") Centrica hereby grants to Owner and/or the site Owner, as applicable a non-exclusive, non-assignable license to use the Centrica IP delivered to Owner or embodied in the Project for the purpose of operation, maintenance and decommissioning of the Work. To the extent Owner sells or transfers the Project to another entity, Owner shall obtain written consent from Centrica, which shall not be unreasonably withheld.
- 6.2 INTELLECTUAL PROPERTY INDEMNITY. Centrica will indemnify and hold harmless Owner from any claim, suit or proceeding brought against Owner by a third party for a claim that the Work furnished by Centrica and used in the manner for which it was intended and sold to Owner constitutes and infringement of any US, Canadian or EU patent. if Centrica is promptly notified in writing and given authority, information and assistance reasonably necessary for the defense of such claim or proceeding (for clarity Owner is not being required to provide financial assistance) Owner may participate in the defense. Centrica shall remain solely responsible for all costs and fees, including all attorney and professional costs and fees associated with the defense and settlement of such claim. Should it be held that any of the Work constitutes an infringement, Centrica shall, at its sole discretion and its own expense, procure for Owner the right to continue to use the Work, replace the Work or modify the Work to become non-infringing.
- 6.3 EXCLUSIONS. Provided however, Centrica's intellectual property indemnity obligation shall not apply to liability for infringement where the Work (a) is modified without written approval of Centrica, (b) used in a manner different than the use communicated and understood as a part of the Project, (c) was designed or specifically required by Owner's specifications. Owner will indemnify and hold harmless Centrica from any third-party claim based upon these exclusions.

#### ARTICLE VII INSURANCE

- 7.1 CENTRICA INSURANCE. Throughout the term of the Agreement, Centrica shall maintain in full force and effect the insurance coverages set forth in **Schedule 7 Insurance**. Prior to commencement of the Work or as requested by Owner, Centrica will provide evidence of the insurance in form of an ACORD certificate of insurance by companies having an AM Best Rating of A- or better.
- 7.2 INSURANCE TO PROTECT PROPERTY.
  - 7.2.1 BUILDER'S RISK COVERAGE. Owner shall obtain and maintain property builder's all-risk insurance ("Builder's Risk"), in a form reasonably acceptable to Centrica, upon the entire Project including the Facility and all existing structures in which any of the Services are to be performed, as well as all Project equipment, materials and supplies, for the full cost of replacement at the time of any loss. Such insurance shall include as insureds/loss payee Owner, Centrica and all subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include risk coverage including, at a minimum, theft, vandalism, malicious mischief, inland transit, collapse, temporary buildings, debris removal, flood, earthquake, wind, testing and damage resulting from defective design, workmanship, and material. Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sub-limits, or deductibles. Such insurance shall be primary and noncontributory in respect to any insurance of Centrica, and all subcontractors and suppliers.
  - 7.2.2. PROPERTY DAMAGE. Owner and Centrica waive all claims and other rights they may have against each other for loss of and/or damage to: (i) the Project; (ii) all equipment, materials, machinery, supplies, and other items used in accomplishing the Work and/or to be incorporated into the Project, while the same are in transit, at the Project site and/or the Facility, during erection, and otherwise; and (iii) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance held by Owner as trustee.

#### ARTICLE VIII DELAYS

- 8.1 EXCUSABLE DELAY. In the event of any of the following (each, an "Excusable Delay"), Centrica shall be entitled to a Change Order effecting equitable adjustment to the Project Schedule:
  - 8.1.1 OWNER CAUSED DELAYS. Owner caused delays for failure to perform any obligations under the Agreement, including action or inaction by Owner, its employees, agents, contractors, subcontractors or lenders ("Owner Caused Delay");
  - 8.1.2 CHANGE IN LAW. The change of any law, regulation or industry code of practice that has a material impact on Centrica's ability to perform the Work (or any element thereof) by the date(s) set out in this Agreement;
  - 8.1.3 CONCEALED CONDITIONS. Discovery of any unknown, concealed or hidden conditions in the Facility structure or grounds that would or could delay or prevent the completion of the Work, provided that Centrica could not have reasonably determined such conditions existed from a visual inspection as of the Effective Date ("Concealed Conditions"); and/or
  - 8.1.4 FORCE MAJEURE. "Force Majeure" means any event or circumstance, other than for payment owed under the Agreement, beyond the reasonable control of the affected Party, including, without limitation: acts of God or a public enemy; expropriation or confiscation of facilities; compliance with any order or request of any Governmental Authority; change in law; acts of war, rebellion, terrorism or sabotage; or resulting damage due to fires, floods, explosions and accidents; labor difficulties or riots or strikes or other concerted acts of workmen, whether direct or indirect; acts of third parties; transportation difficulties, inability to obtain equipment, materials or qualified labor sufficient to fill orders; delays in the manufacturing, delivery or installation of goods or services resulting from the spread of disease, epidemics, pandemics, or other harmful impacts to personnel who perform labor or provide said goods or services; delays or stoppage due to animals, inability to obtain required governmental approvals, permits or licenses, as applicable or any other causes, whether or not of the same class or kind as these, which are not within the control of the affected Party.
- 8.2 NOTICE OF DELAY. If the Work is delayed for any reason (including as a result of any Excusable Delay) and such delay is reasonably likely to have a material adverse effect on the construction or operation of the System, Centrica will, as soon as practicable after it becomes aware: (a) notify Owner, in writing, of the nature, cause and date of commencement of the delay or interruption; (b) exercise all commercially reasonable efforts to minimize the delay; and (c) notify Owner when the delay ceases.

#### ARTICLE IX TERMINATION

- 9.1 TERMINATION BY OWNER FOR CAUSE. Owner may terminate this Agreement for Owner Cause (as hereinafter defined) if after giving Centrica written notice of such Owner Cause, Centrica fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, Centrica has initiated the cure within such time period and Centrica thereafter continues such cure diligently until completion.
  - 9.1.1 For purposes of this section 9.1, "Owner <u>Cause</u>" shall mean the occurrence of any of the following:
    - a. Any material failure on the part of Centrica to perform or comply with the terms and conditions of this Agreement; or
    - b. The commencement by or on behalf of Centrica of any voluntary or involuntary (if not cured within thirty (30) days) relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy

Laws, or Centrica being adjudicated a debtor or declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or Centrica making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debts generally as they become due, and/or if a custodian, receiver, trustee or liquidator of Centrica, all or substantially all of the assets or business of Centrica or of Centrica ' interest in this Agreement, is appointed in any proceeding.

- 9.1.2 Owner shall be responsible for paying for all Work performed by Centrica through the effective date of termination. In the event that Centrica is terminated by Owner under this provision, and it is later determined that such termination was improper, Centrica shall be entitled to the remedies set forth in Section 9.3 (Termination for Convenience). Notwithstanding the foregoing, Owner may deduct from the amount due to Centrica the actual and reasonable direct costs to Owner of any necessary remediation required with respect to the matters resulting in such termination.
- 9.2 TERMINATION BY CENTRICA FOR CAUSE. Centrica may terminate this Agreement for Centrica Cause (as hereinafter defined) if after giving Owner written notice of such Cause, Owner fails to cure the same within the applicable cure periods set out below.
  - 9.2.1 For purposes of this section 9.1, "Centrica Cause" shall mean the occurrence of any of the following:
    - a. If the Work has been stopped for at least thirty-day period under court order or order of other governmental authorities having jurisdiction, or as a result of the declaration of a national emergency or other governmental act during which, through no fault of Centrica, materials, supplies, tools, and construction equipment and machinery for the Work are not available.
    - b. If Owner has failed to pay any compensation due to Centrica under this Agreement and fails to cure within ten (10) written days' notice of non-payment. Provided Centrica may, at its sole election, suspend performance of the Work, with written notice to Owner, as though suspended by Owner.
    - c. If the Work has been suspended for any reason by Owner for a continuous period exceeding sixty (60) days.
    - d. If Owner or any of its employees, agents, contractors or subcontractors has materially hindered or delayed Centrica in the performance of any of its obligations, or Owner has otherwise has materially breached any covenant, agreement, warranty or representation set forth in this Agreement, if after giving Owner written notice of thereof Owner fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.
    - e. The commencement by or on behalf of Owner of any voluntary or involuntary (if not cured within thirty (30) day) case relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or Owner being adjudicated a debtor or declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or Owner making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debts generally as they become due, and/or if a custodian, receiver, trustee or liquidator of Owner, all or substantially all of the assets or business of Owner or of Owner, interest in this Agreement, is appointed in any proceeding.

9.2.2 Upon such termination, Centrica shall be entitled to recover from Owner as provided in Section 9.3.1 (Termination for Convenience).

Upon the payment of such sum neither Party shall have any further liability to the other except for those obligations expressly specified in this Agreement to survive its termination.

#### 9.3 TERMINATION FOR CONVENIENCE.

- 9.3.1 Owner may terminate this Agreement for convenience ("Termination for Convenience") upon ten (10) days written notice to Centrica. Centrica shall be entitled to recover from Owner as follows:
  - a. Owner shall be responsible for paying for all Work performed by Centrica through the effective date of termination and to the extent any Work shall be based upon a milestone payment, or the percentage of Work complete therein.
  - Owner shall pay for all demobilization costs incurred by Centrica, and unavoidable third-party costs incurred by Centrica, including any equipment or material acquired by the Centrica, in connection with the Project; and
  - c. A cancellation fee in the amount of ten percent (10%) of the Contract Price. The parties agree that Centrica's damages are difficult to determine, and that the cancellation fee is a genuine pre-estimate of loss and is not a penalty.
  - d. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Centrica has previously undertaken or incurred in good faith on behalf of the Owner in connection with the Work hereof.
- 9.3.2 Centrica may terminate the Agreement for convenience if: (i) Owner fails to issue a NTP within 60 days of the Effective Date or the completion of the Preconstruction Services as set out in section 1.3; (ii) the Pricing Assumptions and Clarifications in Schedule 1 Scope of Work are incorrect and the parties are unable to reach a mutually acceptable adjustment to the Contract Price, or (iii) a Centrica Exclusion in Schedule 1 Scope of Work is required and the parties are unable to reach a mutually acceptable adjustment to the Contract Price. Owner shall pay Centrica for its Work performed up until the time of termination plus any third-party costs (including, but not limited to, any engineering, equipment or material costs) reasonably incurred by Centrica in connection with the Project.

#### 9.4 SUSPENSION.

- 9.4.1 In the event of suspension (including suspension for delays in Owner's or its agent's performance for failure to promptly approve drawings or procedures), Owner shall reimburse Centrica for all costs incurred as a result of such delay including, reactivation; delivery time shall be adjusted, milestone payments, if applicable, will be adjusted to keep Centrica whole for its costs incurred.
- 9.4.2 Owner may only suspend the Agreement upon written notice to Centrica. In the event of suspension, in excess of sixty (60) days, Centrica may terminate the Agreement and be paid in accordance with Section 9.3 (Termination of Convenience).

### ARTICLE X INDEMNIFICATION AND WAIVERS

10.1 OWNER INDEMNIFICATION. OWNER SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS, REIMBURSE AND DEFEND CENTRICA, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (CENTRICA GROUP) FROM, FOR AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR INJURY OR DEATH OR DAMAGE TO

PROPERTY BUT ONLY, DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER GROUP, AS DEFINED BELOW.

- 10.2 CENTRICA INDEMNIFICATION. CENTRICA SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS, REIMBURSE AND DEFEND OWNER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (OWNER GROUP) FROM, FOR AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR INJURY OR DEATH OR DAMAGE TO PROPERTY BUT ONLY, DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CENTRICA GROUP.
- 10.3 NOTICE. Each Party shall promptly notify the other in writing of any claims from any claim that may be covered by the indemnities set forth in this Article X. To the extent that a Party fails to timely be given written notice of any claim for indemnification, the other shall not be obligated to indemnify to the extent such delay prejudices the indemnitor.
- DEFENSE OF CLAIMS. The indemnifying Party, under Article X (the "Indemnitor") shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit or liability for which Indemnitor is responsible under any such section. The indemnified Party (the "Indemnitee") shall give the Indemnitor such assistance as the Indemnitor may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnitor fails to defend diligently such suit or proceeding, the Indemnitee may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, without the consent of the Indemnitor, but with prior written notice to the Indemnitor.
- 10.5 WAIVER OF DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, (A) OWNER AND CENTRICA AND THEIR RESPECTIVE AFFILIATES HEREBY WAIVE ALL CLAIMS FOR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES OR DAMAGES WHETHER ARISING UNDER CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES; (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF CENTRICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY OWNER TO CENTRICA UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 10.6 THE OBLIGATIONS AND LIMITATIONS UNDER THIS ARTICLE X (INDEMNIFICATION AND WAIVERS) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

### ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 ENTIRE AGREEMENT. This Agreement, including the Contract Documents, embodies the entire agreement and understanding of the Parties in respect to the Work. Each Party acknowledges that no other Party has made any, or makes any, promises, representations, warranties, covenants or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the Work.
- 11.2 THIRD PARTY BENEFICIARY. The Agreement is solely for the benefit of Owner and Centrica and not otherwise be deemed to confer upon or give to any third party any right, claim or cause of action or other interest herein.
- 11.3 SURVIVAL. The provisions addressing indemnity, limitation of liability and all other provisions which by their nature are intended to survive, shall survive termination or expiration of the Agreement.
- 11.4 CONTRACT INTERPRETATION. Any term not defined in the Agreement that is used in this Agreement, shall have its plain meaning in common English usage provided that words and abbreviations having well-known meaning in the United States power generation industry shall have those meanings. Reference to an agreement, contract or documents shall include any subsequent amendments to such agreement, contract or documents unless

otherwise stated herein. Reference to a Party includes that Party's successors and permitted assigns. Headings and captions are for convenience and reference only and shall not affect the construction or interpretation of this Agreement. The grouping of the articles in this Agreement and of specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions. The terms "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular section, subsection or Schedule or Exhibit. The terms "include", "includes" or "including" means "including, but not limited to." The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

- 11.5 APPLICABLE LAWS. In carrying out the Work, Centrica shall comply with all applicable laws, regulations, ordinances, rules, codes, statutes and other requirements of local, state or federal governmental authorities have jurisdiction over the Work.
- 11.6 NOTICE. All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery with signed receipt; or (ii) a national overnight delivery service which provides proof of delivery and addressed to the other Party at such Party's address specified above; (Such address may be changed by a Party giving notice thereof in accordance with this provision); or (iii) by electronic mail with delivery acknowledged by the receiving Party. Provided however, notice of suspension, termination or default shall be sent by way of (i) and (ii).
- ASSIGNMENT. Neither Owner or Centrica shall assign its interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld; provided however, (a) Owner may conditionally assign to an institutional lender providing financing for the Project as long as the assignment is no less favorable to Centrica than this Agreement, and Centrica shall execute all consents reasonably required and (b) Centrica may assign its interest to an affiliated entity, without Owner's consent.
- 11.8 GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to conflicts of laws rules or principles. Any proceeding between the Parties shall be commenced and maintained in the state or federal courts located in Los Angeles County, California.
- 11.9 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- 11.10 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
- 11.11 BINDING EFFECT. This Agreement shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

#### SAN GABRIEL MOSQUITO AND VECTOR CONTROL DISTRICT, A CALIFORNIA PUBLIC HEALTH AGENCY

Name: Jason Farned		
Title: District Manager		

Date:

#### CENTRICA BUSINESS SOLUTIONS SERVICES, INC.

Name: Trevor Nelson

Title: West Business Unit Manager

Date:

# SCHEDULE 1 - SCOPE OF WORK

CENTRICA agrees to provide all labor, supervision, services, materials, installation, cartage, hoisting, supplies, insurance, sales tax, equipment, scaffolding, tools and other facilities required for the completion of the Work in accordance with the Agreement.

#### 1. System Configuration and Key Equipment

- 1.1. PV Solar System Nameplate Rating 81.4 kW DC (at standard test conditions)
  - 1.1.1. Boviet PV Modules (qty 148) or equal
  - 1.1.2. CPS Solar PV Inverters (qty 3) or equal
  - 1.1.3. Unirac or equal
- 1.2. <u>Utility Meter(s)</u> Meter #259000-025107 is the primary point of connection.
- 1.3. General System Information
  - 1.3.1. Site Utility Southern California Edison
  - 1.3.2. Utility Interconnection Type Supply side connection
  - 1.3.3. Utility Interconnection Method Line Side Tap
  - 1.3.4. System Mounting Type Roof mount- flush, Roof mount- ballast
  - 1.3.5. Tilt Angle(s)  $\frac{5 \text{ deg}}{10 \text{ deg}}$
  - 1.3.6. Azimuth(s) 183 deg
  - 1.3.7. 1st Year Production Estimate 121,432 kWh

#### 2. OWNER-Provided Documents, Materials, and Services

- 2.1. OWNER agrees to provide the following documents, materials, and services in support of the Work in each case by the date specified below or (if no such date is specified) such date that will enable Centrica to perform its obligations under this Agreement in a timely manner. OWNER shall be responsible for the procurement, payment, fees, taxes, storage, freight and delivery of the following items. Delays, failures, defects, and production shortfalls resulting from this equipment is explicitly excluded from CENTRICA'S warranties and guarantees.
  - 2.1.1. As-built roof framing plan(s) and roof warranty information
  - 2.1.2. As-built electrical plan(s).

# 3. **OWNER Requirements**

- 3.1. Owner shall:
  - 3.1.1. Access. Grant or facilitate secure access to, from, and across the Site for Centrica and its employees and subcontractors for performance of the Work, including but not limited to, access for lifting, rigging, and material handling equipment and access necessary to fulfill any warranty obligations; and not prevent, obstruct, or otherwise interfere with the exercise of such access rights;
  - 3.1.2. <u>Temporary Services</u>. Ensure Centrica has access to and use of lighting, power, water, and any other utilities or services necessary for performance of the Work.
  - 3.1.3. <u>Storage Space</u>. Provide Centrica with reasonable storage space located at the Site for storage of materials, tools, and equipment.
  - 3.1.4. <u>Security</u>. Continue to employ and be fully responsible for all security measures to protect the Site from unauthorized access and damage to or theft of property on the Site, including Centrica's equipment, machinery, and components located at the Site, throughout the term of this Agreement through the date of Final Completion and during the time period Centrica is performing any warranty work
  - 3.1.5. Roof Loading. Provide loading zone adequate to support crane for loading materials to the roof.

3.1.6. Other. Perform any other obligations expressly set forth in this Agreement.

#### 4. General Conditions

- 4.1. <u>Bonds</u> At OWNER'S expense, CENTRICA shall deliver, or shall cause its Subcontractor(s) to deliver, to OWNER payment and performance bonds from a qualified surety licensed in the State, and in form and substance acceptable to OWNER in the penal sum, when aggregated if multiple payment and performance bonds, of one hundred percent (100%) of the Contract Price, which shall name OWNER and any designated Lender as multiple obligees. The payment and performance bonds shall secure the full scope of performance of this Agreement and prompt payment for all labor, Subcontracts and materials.
- 4.2. <u>Codes, Standards, and Specifications</u> The Work shall comply with all the currently approved applicable Standards (including Codes and Technical Definitions).
- 4.3. Foundation Refusals NA
- 4.4. <u>Interconnection Application</u> CENTRICA shall facilitate the Utility interconnection application process on the OWNER's behalf. OWNER will return all documents, forms, and certifications necessary for CENTRICA to request interconnection services and an executed Interconnection Agreement. OWNER will ensure any other interconnection documentation or PTO paperwork required by the Utility is promptly executed and returned pursuant to CENTRICA's reasonable instructions.
- 4.5. <u>Labor</u> CENTRICA shall FURNISH the labor necessary to complete the Work in a timely manner. CENTRICA shall hire people who demonstrate the competence either through experience and/or education and shall train staff on the requirements herein.
- 4.6. Layouts CENTRICA shall assume full responsibility for proper location and layout of equipment.
- 4.7. <u>Metal Shavings</u> During the Work, CENTRICA shall clean up all metal shavings daily. If metal cutting is to be performed on the roof, it shall be done so over a tarp, in one location, to mitigate any metal shavings from being left on site. No metal shavings are to be left inside any electrical equipment.
- 4.8. Monitoring Portal CENTRICA shall provide OWNER with access to an online monitoring portal. Access to the portal will be pre-paid by CENTRICA for the term of the Workmanship Warranty and is included in the Contract Price. A cell modem is included in the Scope of Work and CENTRICA shall be responsible for the cost of the cellular service for the term of the Workmanship Warranty.
- 4.9. <u>Permission to Operate ("PTO")</u> CENTRICA shall be responsible for initially obtaining and coordinating the PTO Date with the Utility in accordance with the Interconnection Agreement.
- 4.10. Prevailing Wage—CENTRICA, its contractors, subcontractors and vendors, are responsible for compliance with all applicable and relevant prevailing wage laws as those same apply to the Work covered by the Agreement. Centrical and its contractors, subcontractors and vendors shall pay the rate of wages for regular, overtime and holiday work plus employer payments for all benefits generally prevailing in the locality in which the work is to be performed, to the extent required by law. This requirement shall include all crafts, classifications or types of workers used on the ordering agency premises at the point of delivery by CENTRICA, or vendor, for the assembly and installation of the materials purchased and/or services provided under this agreement. CENTRICA shall comply with the Laws and Regulations governing the payment of prevailing wage as identified in the Labor Code and applicable law. CENTRICA shall indemnify and defend, to the maximum extent allowable by law, the Owner from and against any claims relating to the applicability of and compliance with all relevant and applicable laws and regulations concerning the payment of prevailing wages.

- 4.11. Project & Construction Management Before commencing activities on site, Centrica shall attend a meeting at the Facility, or via conference call with members of the OWNER's team to discuss execution of the Work. Centrica shall have its Site Manager for each project in attendance at the meeting. CENTRICA shall provide a weekly progress report covering the prior week activities and progress for all projects currently active. CENTRICA shall provide weekly reports until Final Completion for all projects included in the Agreement. Commencing after Notice to Proceed, a weekly meeting will be held via conference call to discuss the weekly report and relevant current issues.
- 4.12. Rebate Assistance CENTRICA shall provide information needed to apply for Investment Tax Credit. The application submittal and paperwork shall be the responsibility of the District.
- 4.13. <u>Roof Protection</u> CENTRICA shall take reasonable precautions to ensure that there is no damage to the roofing membrane, including punctures and scratches to the surface of the membrane. CENTRICA shall provide temporary protection of the roofing during the construction of the Work.
- 4.14. Shutdowns CENTRICA shall provide a shutdown plan to the OWNER, at least 5 Business Days prior to the planned shutdown work being performed, detailing the equipment needing to be shut down, timeline for work being performed, and safety procedures for lock out/tag out. Shutdown plan shall be reviewed and agreed to by OWNER prior to any shutdown work being performed.
- 4.15. <u>Site Restoration after Construction</u> Once construction activities have been completed, CENTRICA shall (as far as reasonably practicable having regard to the nature of the Work and the Goods) restore the site to a condition reasonably similar to its former condition.

#### 4.16. Traffic Control - NA

- 4.17. <u>Trenching</u> Trench lines must be approved by OWNER, and on-site management team prior to construction. All affected concrete/asphalt must be repaired and/or replaced upon completion of install. All affected parking lot paint and markings shall be repainted as necessary, and these costs shall be included in the Contract Price. Changes to the trench lines at the direction of the OWNER made after Notice to Proceed may be subject to Change Order.
- 4.18. <u>Utility Mitigations</u> After review of the Utility interconnection application or Utility studies, the Utility may require additional upgrades and/or mitigations to the host Facility, or Utility infrastructure, to support the interconnection of the System to the Utility. CENTRICA will facilitate mitigation discussions between the Utility and the OWNER. However, any costs or delays associated with Utility mitigations shall be the responsibility of the OWNER and processed as a change order.

#### 5. <u>Permits</u>

- 5.1. The Parties shall be responsible for coordinating with the appropriate authority having jurisdiction and obtaining the following approvals for the Work specified below:
  - 5.1.1. Fire Review (if applicable): Centrica
  - 5.1.2. Planning Review (if applicable): Centrica
  - 5.1.3. Building Permit: Centrica
  - 5.1.4. Electrical Permit: Centrica
- 5.2 Each of the Parties shall provide the other with such assistance and support as the other may reasonably require in connection with the permits referred to above. OWNER shall be responsible for obtaining and maintaining all other permits, waivers, consents, exemptions, entitlements, conditional use permits, variances, certificates, franchises and authorizations ("Special Permits") required by law or necessary for CENTRICA to perform the work in accordance with the Agreement. Any additional engineering (e.g.,

civil, storm water management, environmental, etc.) required to obtain Special Permits will be paid for by OWNER under the applicable Change Order.

#### 6. <u>Utility Interconnection Application</u>

- 6.1. OWNER shall be responsible for the Utility Interconnection Application process and CENTRICA shall provide OWNER with such assistance and support as OWNER may reasonably require in connection with such process.
- 6.2. CENTRICA shall facilitate interconnection study/mitigation results meetings between the Utility and OWNER (if applicable).

#### 7. Site Services

- 7.1. CENTRICA shall FURNISH the following site services equipment necessary to support the Work:
  - 7.1.1. Sanitation
  - 7.1.2. Latrines & Wash Stations
  - 7.1.3. Waste Removal
  - 7.1.4. Temporary Fencing w/Screening
- 7.2. CENTRICA shall FURNISH a temporary receiving yard at OWNER-approved location on the site.
- 7.3. CENTRICA shall provide prompt written notice to OWNER upon receipt of any materials provided by OWNER which CENTRICA deems defective or otherwise inoperable.
- 7.4. FURNISH and INSTALL all fall protection necessary to complete the work, including, but not limited to: guard rails, warning lines, skylight covers, and fall arrest harnesses.

# 8. Equipment Rentals

8.1. CENTRICA shall supply all equipment necessary to complete the Work, including, but not limited to: hoisting, loading, rigging, ladders, scaffolding, extendable reach forklift, pallet Jacks, forklifts, etc.

#### 9. Limited Notice to Proceed (LNTP) - Preconstruction Design & Engineering Phase

Following signature of this Agreement, CENTRICA will commence with the Services and activities outlined below, which is divided into multiple phases:

- 9.1. Array Design Rooftop
  - 9.1.1. Perform final roof measurements and shading analysis to confirm system layout, system size and production estimates.
  - 9.1.2. Submit Array design to racking manufacture for approval (as required).
  - 9.1.3. Verify roof attachment methodology (as required) including identification of self-drilling screws or another fastener as required.
  - 9.1.4. Obtain stamped letter from Professional Engineer, registered in State where Site is located, approving the roof for the design array weight distribution (seismic, wind, and loading, as required). This structural analysis shall be performed for both the applicable building and the existing carport shade structure on which solar will be installed.
- 9.2. Electrical Review and Preliminary Design
  - 9.2.1. Confirm that the existing main incoming electrical service is capable for use as the interconnection point for the PV system to the facility and utility power grid.
  - 9.2.2. Determine optimal location for inverters and other main electrical equipment and confirm locations with Owner.
  - 9.2.3. Determine need for any additional required electrical components (transformers, disconnects/switches, breakers, panels, etc.) necessary to interconnect the System to the facility and utility power grid

#### 9.3. Interconnection Study

- 9.3.1. Provide the necessary information and participate in any special studies required by the Utility to complete the interconnection approval process. OWNER will be notified via change order and will be responsible for any Utility fees or costs associated with these studies or mitigation work, if required.
- 9.4. Preconstruction Services Deliverables At the completion of the activities listed above, CENTRICA will submit the following items to the OWNER for review:
  - 9.4.1. Completed 30% System design for OWNER approval, noting any changes to the original design presented in Exhibit, including a copy of a letter from a Professional Engineer approving structural design and weight distribution, with upgrade plan and costs as required.
  - 9.4.2. Updated project schedule.
  - 9.4.3. Copy of Utility Generation Interconnection Services Engineering Review results, or System Impact Study Report (if applicable) with defined upgrades and costs as required. OWNER will pay any upgrade costs directly to the Utility.
  - 9.4.4. Complete list of any additional scope items identified during the Preconstruction Services process (if any), along with a change order request outlining the added cost associated with each (if needed).
  - 9.4.5. Request for Notice to Proceed (NTP)

#### 10. Notice to Proceed (NTP) - Final Design and Planning Phase

Following OWNER'S issuance of the NTP, CENTRICA (or in relation to 10.4.1 only, OWNER) will commence with the activities outlined below:

- 10.1. Final Design, Permitting and Utility Interconnection Agreements
  - 10.1.1. Prepare Final Electrical drawings, including array string layouts.
  - 10.1.2. Prepare final Array Structural Drawings or other drawings necessary for permitting.
  - 10.1.3. Professional Engineer, registered in the Project State, to provide stamped electrical calculations and associated drawings.
  - 10.1.4. Professional Engineer, registered in the Project State, to provide stamped structural calculations and associated drawings.
  - 10.1.5. Prepare and submit required permit applications and obtain approval to begin construction/installation.
  - 10.1.6. Submit OWNER signed Utility interconnection agreement and obtain approval to construct.

# 10.2. Procurement of Major Equipment

- 10.2.1. Submit Equipment Purchase Orders for the Major Equipment items, to include the items listed in section 1 above.
- 10.2.2. Coordinate with all parties to arrange for mutually agreeable equipment delivery dates and times.

#### 10.3. Construction Logistics Plan

- 10.3.1. Determine work plan; including roof-loading plan, day of week and time to perform, area to be roped off for safety, including location of hoisting equipment as required.
- 10.3.2. Determine a location for on-site laydown and storage of materials and equipment.
- 10.3.3. Determine location of storage trailer and/or site construction trailer.
- 10.3.4. Determine site security requirements and plan for compliance to minimize impact to production.
- 10.3.5. Determine location and plan for other necessary facilities (e.g. porta johns, dumpsters)

#### 10.4. Site Preparation

10.4.1. OWNER is responsible for providing the following:

- 10.4.1.1. Clear an area reasonably suitable for use as a temporary receiving yard throughout the duration of the Work.
- 10.4.1.2. Provide suitable parking within a reasonable distance from the Site for CENTRICA'S employees and subcontractors.
- 10.4.1.3. Provide and maintain road access to the site location from the nearest paved public road if as required.
- 10.4.1.4. Non-potable water required for trenching and backfilling if required.
- 10.4.2. CENTRICA is responsible for providing the following:
  - 10.4.2.1. Coordinate, receive and maintain all services equipment necessary to support the Work on-site, including sanitation, waste removal, temporary utilities (excluding backup-power), and cleaning.
  - 10.4.2.2. Receive, offload, and accept materials and equipment delivered to Site by its suppliers.
  - 10.4.2.3. Provide and install temporary safety measures defined in Site specific safety plan, e.g., delineators, fencing, markings, etc.

#### 11. Construction Phase

Following the completion of the Final Design & Planning phase, Centrica will commence with the activities outlined below:

#### 11.1. Rooftop System

- 11.1.1. FURNISH and INSTALL racking system per the design drawings.
  - 11.1.1.1. Receive, unload, lift, store, and secure, racking system.
  - 11.1.1.2. Layout and assemble racking system per design drawings and manufacturers specifications.
  - 11.1.1.3. Torque all fittings as required by manufacturer.
  - 11.1.1.4. Place all ballast blocks per design drawings and racking system manufacturer's specifications.
- 11.1.2. FURNISH and INSTALL (18) roof anchors per design and manufacturer's specifications.
- 11.1.3. FURNISH and INSTALL (18) roof anchor flashings per design, manufacturer, and roof membrane manufacturer's specifications.
- 11.1.4. FURNISH and INSTALL (47) ballast blocks per design and manufacturer's specifications.

#### 11.2. PV Modules

- 11.2.1. FURNISH PV modules per design drawings.
- 11.2.2. Receive, unload, lift, store, and secure, PV modules.
- 11.2.3. FURNISH and INSTALL PV module mounting hardware and fasteners.
- 11.2.4. INSTALL PV modules to racking system per design drawings and specifications, including torque specifications.
- 11.2.5. Connect Modules in series per design drawings and specifications.

#### 11.3. DC Electrical

- 11.3.1. FURNISH and INSTALL array wiring (Source Circuit Wiring).
- 11.3.2. Neatly bundle wires for route from under array to conduit to inverter locations.
- 11.3.3. FURNISH and INSTALL Source Circuit/ String wiring from module leads to be terminated at inverter locations.
- 11.3.4. FURNISH and INSTALL all Module Level Shutdown Devices (MLSD) and associated mounting hardware required per the design drawings and specifications.
- 11.3.5. FURNISH and INSTALL Multi-Contact MC4 connectors. MC4 connector tool shall be Multi-Contact, part number 32.6019 (or approved equal).

- 11.3.6. All wires must be labeled with string number and color coded per the drawings and NEC standards on both ends. Labels shall be UV resistant, outdoor rated.
- 11.3.7. CENTRICA to use high-quality weather resistant material, i.e., Anodized Aluminum, Stainless Steel fasteners, UV resistant cable ties.
- 11.3.8. FURNISH and INSTALL all conduit/fittings/pull boxes/conductors per design drawings and specifications. All conduit installation must include expansion provisions.
- 11.3.9. FURNISH and INSTALL all necessary racking, hangers, supports, anchorage, ground cables, and associated hardware.
- 11.3.10. FURNISH and INSTALL pull boxes/cans as necessary to complete work.
- 11.3.11. CENTRICA to use high-quality weather resistant material, i.e., galvanized metal/stainless steel fasteners, rubber coated SS cable ties, rain tight conduit fittings, in all outdoor applications. Paint all welds and cut ends with ZRC Galvalite Gold Galvanizing Compound, silver finish.
- 11.3.12. FURNISH and INSTALL all required signage per design drawings and specifications.

#### 11.4. Grounding

- 11.4.1. FURNISH and INSTALL all grounding materials as required per design drawings and specifications.
- 11.4.2. FURNISH and INSTALL any lugs/hardware/CAD welding necessary for grounding.

#### 11.5. AC Electrical

- 11.5.1. FURNISH and INSTALL all AC Conductors and conduit per drawings.
- 11.5.2. FURNISH and INSTALL all Electrical Equipment per drawings.
- 11.5.3. FURNISH and INSTALL all required support, racking, hardware and anchorage unless otherwise stated.
- 11.5.4. FURNISH and INSTALL panel boards and breakers
- 11.5.5. FURNISH and INSTALL inverter racks
- 11.5.6. FURNISH and INSTALL PV Inverters
- 11.5.7. FURNISH and INSTALL AC disconnect, and fuses
- 11.5.8. FURNISH and INSTALL all required signage per design drawings and specifications.

#### 11.6. Trenching

- 11.6.1. Perform saw-cutting and excavation of 50' of trench for System electrical from equipment location(s) to point of utility interconnection. This trenching run is only applicable to the solar array to be installed on the existing carport shade structure.
- 11.6.2. Trench depth to be specified by P.E. electrical engineer per NEC code.
- 11.6.3. Restore excavation locations(s) to reasonably match adjacent surfaces.

#### 11.7. DAS (Data Acquisition System)

- 11.7.1. FURNISH and INSTALL DAS hardware and associated internal communication components including:
- 11.7.2. Preconfigured meter(s)
- 11.7.3. Cell modem and data-logger
- 11.7.4. GFCI receptacle below the DAS
- 11.7.5. MET station per design drawings and specifications
- 11.7.6. Mounting material
- 11.7.7. Terminate, and test, grounding, AC and DC conductor and communication cable for all installed electrical and communications equipment per design drawings and specifications.

#### 11.8. Interconnection

- 11.8.1. FURNISH and INSTALL tie-in/interconnection as specified in design drawings.
- 11.8.2. Coordinate tie-in with utility representative, OWNER, and site host facility personnel.

- 11.8.3. FURNISH and INSTALL all mounting hardware/anchor bolts per design drawings and specifications.
- 11.8.4. FURNISH and INSTALL all required signage per design drawings and specifications.

#### 11.9. Roof Replacement

- 11.9.1. Inspect roof thoroughly for damaged or rotten wood. Any wood found to be damaged shall be replaced via Change Order.
- 11.9.2. Prepare existing roof membrane by removing loose gravel, dirt, dust, foreign debris, etc. Wash and prime areas as necessary for proper adherence of new roofing system.
- 11.9.3. Existing roof splits and blisters are to be repaired with asphalt flashing compound.
- 11.9.4. Seal flashings prior to application of new roofing system.
- 11.9.5. Remove and dispose of (122) 1'x2' walk pads.
- 11.9.6. Apply roof membrane over properly prepared existing roofing surface. Layers shall include polyester reinforcement ply, waterproofing grade asphalt, polyester reinforcement ply, reflective base surfacing, and protective top surfacing.
- 11.9.7. Remove and replace (7) 4'x8' curb mounted skylights.
- 11.10. Electric Vehicle Charging Station Parking Stall Readiness
  - 11.10.1. Provide trenching services between existing switchgear and parking stalls under existing carport shade structure.
  - 11.10.2. Install conduit sufficient for conductors capable of powering (4) Level 2 electric vehicle charging stations.
  - 11.10.3. Terminate conduit under existing carport shade structure.
  - 11.10.4. Exclusions
    - 11.10.4.1. Conductors, breakers, and other electric equipment required for powering of electrical vehicle charging stations.
    - 11.10.4.2. Electric vehicle charging stations.

#### 12. Testing, Inspections, and Start-up Phase

- 12.1. FURNISH inspection and re-certification of existing switchgear after supply-side connection is performed and prior to reenergizing the electrical system.
- 12.2. CENTRICA shall provide skilled labor and all testing equipment required to fully test and commission Work.
- 12.3. CENTRICA shall be responsible for completing the required testing and commissioning.
- 12.4. CENTRICA shall coordinate and stand all inspections by the AHJ and utility personnel, and ready each system for final startup.
- 12.5. As-Built documentation per general conditions.
- 12.6. Punch list requirements per general conditions.
- 12.7. CENTRICA will provide support (to include roof access equipment and fall protection measures) to the site as necessary during the following non-concurrent commissioning activities:
  - 12.7.1. System testing and commissioning
  - 12.7.2. DAS/Metering commissioning
  - 12.7.3. Utility interconnection inspection
  - 12.7.4. All AHJ inspections

#### 13. Assumptions and Clarifications

- 13.1. Building can support a solar array with no additional structural upgrades or mechanical attachments necessary.
- 13.2. Existing car shade structure can support a solar array with no additional structural upgrades.

13.3. Main electrical service switchgear and Utility infrastructure can support the specified solar system size.

# 14. CENTRICA Exclusions

- 14.1. The following products and services are expressly excluded from the Work:
  - 14.1.1. Utility required upgrades
  - 14.1.2. Interconnection costs beyond interconnecting via line side tap
  - 14.1.3. Buy American, American Made, or American Recovery and Reinvestment Act certified components
  - 14.1.4. Moving or relocating any personal property belonging to any Person that is not CENTRICA or a CENTRICA subcontractor or supplier
  - 14.1.5. On-site licensed professional engineer
  - 14.1.6. Union labor or apprentices
  - 14.1.7. Overtime work, or work performed outside of CENTRICA's standard working hours of 7 AM 6PM Monday through Friday
  - 14.1.8. Supporting OWNER-requested third-party reviews of the Work
  - 14.1.9. Painting of conduit or equipment
  - 14.1.10. Groundwater abatement
  - 14.1.11. Bird, rodent, and insect abatement
  - 14.1.12. Removal or remediation of hazardous waste
  - 14.1.13. Removing or repairing rot or insect infestation
  - 14.1.14. PV module cleaning
  - 14.1.15. Backup, or temporary power for existing electrical system
  - 14.1.16. Lightening grounding equipment
  - 14.1.17. Operation & Maintenance
  - 14.1.18. Backup generator power for use during interconnection shutdown
  - 14.1.19. Replacement of rotted or damaged roofing wood structure.
  - 14.1.20. EV Charging stations and associated wiring

# SCHEDULE 2 – FORM OF NOTICE TO PROCEED

VIA EMAIL	
[Date] [Company Name] [Address] [Address] Attn: Email:	
	ey Mosquito and Vector Control District Energy Project
Dear:	
AGREEMENT by and between ("O Inc., ("Contractor"), dated project, IE kW DC solar photovolation."	_
	OWNER:
	By: Name: Title: Authorized Signatory Date:
ACCEPTED: CENTRICA BUSINESS SOLUTIONS SEE	RVICES, INC.
By: Name: Title: Date:	

# SCHEDULE 3 – MILESTONE PAYMENT SCHEDULE

Payment Milestone	Amount	%	Timing
P-1 (Deposit)	\$30,623.50	5%	Due upon Contract Signing
P-2 (Notice to Proceed)	\$153,117.50	25%	Due upon completion of preconstruction services and NTP from client
P-3 (Roof Installation Mobilization)	\$61,247.00	10%	Due upon Commencement of Roof Installation
P-4 (Roof Installation Completion)	\$73,496.40	12%	Due upon Completion of Roof Installation
P-5 (Major Materials Delivery)	\$110,244.60	18%	Due Upon Delivery of Racking & Modules
P-6 (Mechanical Completion)	\$107,363.50	15%	Due Upon Completion of Racking & Module Installation
P-7 (Substantial Completion)	\$61,247.00	10%	Due Upon Final Building Permit Approval
P-8 (Final Completion)	\$30,623.50	5%	Due Upon Permission to Operate and Completion of System Commissioning
<b>Total Payments</b>	\$627,963.00	100%	

<sup>\*</sup>An allowance of (\$1,209) for permit fees is included in the above pricing per the California state mandated solar permit pricing calculation. If final permit fees differ from this amount, Centrica will issue a change order to pass through any cost changes.

#### SCHEDULE 4 – MANUFACTURER AND INSTALLATION WARRANTIES

All warranties will be transferred to OWNER at Project Completion.

#### **PV Solar Panels**

The PV Solar Panels are covered by a 12-year product and 30-year linear performance warranty from the manufacturer.

#### PV Racking

The PV Racking is covered by a 25-year warranty from the manufacturer.

#### **PV Inverters**

The PV Inverters are covered by a 20-year warranty from the manufacturer.

#### PV DAS

The PV Data Acquisition Suite ("DAS") equipment is covered by a 5-year warranty from the manufacturer.

#### **Roof System**

The roof system is covered by a 20-year warranty from the manufacturer.

All Goods incorporated into the Work are subject to the applicable manufacturer or vendor warranties only and conditions therein.

#### **Workmanship Warranty**

CENTRICA warrants that (a) the Work will be in accordance with the design specifications of the Agreement and *free from installation workmanship defects for one year from Substantial Completion* ("Warranty Period"); (b) installation workmanship will not invalidate the manufacturer's warranty for the equipment incorporated into the Work; (c) all roof penetrations performed as part of the Work will be water tight for the longer of one (1) year or until the end of any existing installation warranty for OWNER'S roof as identified in the specifications of the Agreement. If CENTRICA determines that a valid warranty claim exists, any materials, equipment, or part thereof damaged as a result of installation defect, will be repaired or replaced, as determined in CENTRICA'S sole discretion, at no cost to the OWNER under the Warranty Period. Warranty specifically excludes (a) the Goods incorporated into the Work (including its removal and/or reinstallation) except as expressly provided above, and (b) making of access to the Work. Repair Work will be warranted for the remainder of the original Warranty Period or for thirty (30) days, whichever is longer.

#### **Workmanship Warranty Exclusions**

CENTRICA'S Warranty for its Work performed excludes the following: (i) Damage caused by lightning, flood, earthquake, contraction or expansion of earth movement or settling, fire, excessive wind and other weather events or accidents, (ii) Damage caused by Owner's failure to operate or maintain the Work in accordance with applicable laws, accepted industry practice, specific instructions provided by CENTRICA or the applicable manufacturer/vendor manual(s), (iii) Damage caused by strikes by objects such as balls, bullets, dirt, dust, bird excrement, animals, insects, foliage, or algae growth, (iv) Damage caused by pre-existing conditions at the site, including but not limited to improper electrical wiring, cracked or crumbling masonry or stucco (unless the pre-existing condition is part of the Work to be performed under the Agreement and defective), (v) Damage caused by normal wear and tear, or deterioration, (vi) Damage caused by altering, removing, re-installing, or repairing any part of the Work, without prior written approval from CENTRICA, (vii) Items which by their nature are consumable or expendable, such as filters or batteries, (viii) Damage that is superficial in defect and does not impact the performance or functionality of the Work, (ix) Damage caused by theft or vandalism, (x) Damage caused by roof leaks caused by ordinary war and tear, or water entering into a fitting, accessory, or other material not installed by CENTRICA, or (xi) Damage caused by any material or products connected to the Work that was not installed by CENTRICA.

# SCHEDULE 5 – SOLAR POWER PRODUCTION GUARANTEE

Centrica guarantees to Owner that the System will produce an amount of annual energy greater than or equal to Guaranteed Annual Production subject to Owner granting Centrica or its subcontractor timely access to clean or rinse the System sufficient to prevent excess accumulation of soiling on the PV Solar Modules, as reasonably determined by Centrica.

<u>Guaranteed Production</u>. The Guaranteed Annual Production is the amount of energy to be produced by the System, which is guaranteed by Centrica and is calculated as ninety percent (90%) of the Estimated Annual Production, for the first twelve (12) month period which commences the first of the month following Final Completion and confirmation that the remote monitoring equipment is reporting as expected, as follow:

Estimated Annual Production (EAP): 121,432 kWh Guaranteed Annual Production (90% of EAP): 109,288 kWh Guaranteed kWh rate: \$0.215/kWh

#### **Guarantee Review and Payment**

System production will be reviewed following the twelve (12) month period.

Centrica shall provide Owner an annual report which summarizes the initial twelve (12) month period and provides the guarantee review If the guarantee was not met, Centrica shall pay Owner within 30 days of the annual report. Payment of the shortfall amount (which amount shall in no case exceed 10% of the Contract Price) shall constitute Owner's sole and exclusive remedy with respect to the performance of the System.

#### **Contingency for Equipment Failure**

In the event of hardware, communication, or other failure affecting the DAS, Centrica will make reasonable efforts to resolve the failure in a timely manner. In the event that data is lost, actual generation for the System shall be adjusted to compensate for such lost data.

• In lieu of lost electricity data, Centrica will utilize the cumulative data from each System's available meter readings to calculate the electricity generated during the missing interval.

#### **Owner Responsibilities**

Owner shall:

- (1) Allow, in a timely fashion, any repairs that Centrica may recommend;
- (2) Not be in breach of any Owner obligations under the Agreement;
- (3) Grant reasonable access to the System to Centrica's personnel and representatives;
- (4) Not modify, alter, damage, service, shade, or repair, without Centrica's prior written approval, any part of the System, the supporting structure for the System, or the associated wiring; and/or
- (5) Repair any and all damage to the System that is not covered by Centrica's workmanship warranty or applicable manufacturer's warranties.

#### **Exclusions**

Centrica shall not have liability under this Production Guarantee for lost electricity production due to:

- (1) Damage or destruction to the System not caused by Centrica or its agents;
- (2) Any failure or lost production not caused by a Centrica workmanship defect;
- (3) Externally-caused outages, including:
  - a. Network Disturbance Hours: hours during which a fluctuation in the utility network parameters (e.g., a frequency or voltage variation) has disconnected the inverters or the System from the utility network and prevents energy from being evacuated from the System;

- b. Network Outage Hours: hours during which a failure in the distribution network or in the connection infrastructure prevents energy from being evacuated from the System;
- c. Owner-Caused Hours: hours during which the equipment or any System is off-line due to Owner-required outages; and
- d. Major Maintenance Hours: hours during which the equipment or the System is off-line due to Owner-requested major maintenance work that is outside of the scope of the Centrica Workmanship Warranty.
- (4) Impingements on solar insolation by structures or activities on neighboring sites or that are otherwise beyond the control of Centrica or the Owner;
- (5) Theft of the System;
- (6) Force Majeure or damage caused by unforeseeable events;
- (7) A breach by Owner of Owner's obligations under this Agreement; or
- (8) Changes in site conditions that would affect the solar production, e.g., tree growth, new construction, new equipment.

# SCHEDULE 6 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name:		
Date of Substantial Completion:		
Owner Name:		_
Project Address:		
and any Change Order or other documen this Certificate applies has been inspect	n applies to all Work under the Agreement ts subsequently executed in relation to the ed by authorized representatives of Owne mpletion in accordance with Agreement. ompleted.	Agreement. The Work to which er and Contractor and is hereby
Centrica Business Solutions Services, I	nc.	
By:		
Date:		
Acknowledged:		
Owner:		
Date:		
Ву:		

# **SCHEDULE 7 – INSURANCE**

Centrica shall procure and maintain in full force and effect the following insurance coverages:

# **GENERAL LIABILITY**

Each Occurrence:	\$2,000,000.00
Damage to Rented Premises (each occurrence):	\$1,000,000.00
Med Exp (Any one person):	\$ 10,000.00
Personal & Adv Injury:	\$2,000,000.00
General Aggregate:	\$2,000,000.00
Products - Comp/Op AGG:	\$2,000,000.00

# **AUTOMOBILE LIABILITY**

Combined Single Limit (Each Accident): \$2,000,000.00

# UMBRELLA LIABILITY

Each Occurrence:	\$5,000,000.00
Aggregate:	\$5,000,000.00

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY LIMITS

E.L. Each Accident:	\$2,000,000.00
E.L. Disease - EA Employee:	\$2,000,000.00
E.L. Disease - Policy Limit:	\$2,000,000.00

# PROFESSIONAL LIABILITY

Each Occurrence:	\$2,000,000.00
Aggregate:	\$2,000,000.00

# **SCHEDULE 8 – LIEN WAIVER**

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

	Identifying Information
Name of Claimant:	
Name of Customer:	
Job Location:	
Owner:	
Through Date:	
	Conditional Waiver and Release
and service provided, and of this document. Rights written change order that claimant, are waived and only on the claimant's reconstruction.	In definition of the claimant has for laboral equipment and material delivered, to the customer on this job through the Through Date based upon labor or service provided, or equipment or material delivered, pursuant to a has been fully executed by the parties prior to the date that this document is signed by the released by this document, unless listed as an Exception below. This document is effective reipt of payment from the financial institution on which the following check is drawn:
Maker of Check:	
Amount of Check:	
Check Payable To:	
	Exceptions
<ol> <li>Retentions.</li> <li>Extras for which</li> <li>The following p release but has r</li> <li>Date(s)</li> <li>Amount</li> <li>Contract rights,</li> </ol>	affect any of the following:  In the claimant has not received payment.  In the claimant has not received payment.  In the claimant has previously given a conditional waiver and anot received payment:  In of waiver and release:  In the claimant has previously given a conditional waiver and not received payment:  In the claimant has previously given a conditional waiver and not received payment:  In the claimant has not received payment.
	Signature
Claimant's Signature:	
Claimant's Title:	
Date of Signature:	

# CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

**Identifying Information** 

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant:	
Name of Customer:	
Owner:	
	Conditional Waiver and Release
and service provided, service provided, or ed by the parties prior to document, unless liste	and releases lien, stop payment notice, and payment bond rights the claimant has for labor and equipment and material delivered, to the customer on this job. Rights based upon labor or quipment or material delivered, pursuant to a written change order that has been fully executed the date that this document is signed by the claimant, are waived and released by this d as an Exception below. This document is effective only on the claimant's receipt of payment itution on which the following check is drawn:
Maker of Check:	
Amount of Check:	
Check Payable To:	
	Exceptions
This document does n	ot affect any of the following:
Disputed claims for	extras in the amount of:
	Other:
	Signature
Claimant's Signature	e:
Claimant's Title	
Date of Signature	e:



# San Gabriel Valley Mosquito & Vector Control District District Manager's Report

Date: November 8, 2024

Meeting of: San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Subject: Authorization for District Manager's Signature on the 2025 Cooperative

Agreement with the California Department of Public Health (CDPH)

Exhibit(s): Exhibit 6A

# **Background**

The California Department of Public Health (CDPH) requires an annual cooperative agreement with local agencies applying pesticides for public health purposes. The San Gabriel Valley Mosquito and Vector Control District's current agreement will expire on December 31, 2024. To ensure continuity of operations, the District must execute a new agreement for the 2025 calendar year.

This agreement, effective January 1, 2025, establishes terms that align with California Health and Safety Code Section 116180. It ensures that the District complies with state requirements for both pesticide application and environmental modifications.

The agreement has two key components:

Part I: Pesticides – Outlines the operational and reporting requirements for pesticide use, including:

- Equipment calibration and record-keeping standards.
- Submission of Monthly Summary Pesticide Use Reports using form PR-ENF-060.
- Employee certification and continuing education requirements to ensure competence.
- Reporting of any adverse effects on non-target organisms, property, or people.
- Inspections by the County Agricultural Commissioner to confirm compliance with state laws and regulations.

**Part II: Environmental Modification** – Establishes compliance with any general permits issued by the CDPH that pertain to environmental modifications necessary for pest and vector control.

The CDPH must receive the signed agreement by December 31, 2024.

# **District Manager's Recommendation**

It is recommended that the Board of Trustees authorize the District Manager to sign and submit the 2025 CDPH Cooperative Agreement on behalf of the District to ensure uninterrupted compliance and operational readiness.



# San Gabriel Valley Mosquito & Vector Control District District Manager's Report

# **Board Action Options**

- Board Action Required: If the Board concurs, following the public discussion by members for this item, the appropriate action is to authorize the District Manager to sign and submit the 2025 CDPH Cooperative Agreement.
- Alternative Board Action: If after discussion by members for this item, the Board may choose to decline to authorize the District Manager to sign the agreement, requiring alternative direction to the Board.

Submitted by:

Jason Farned District Manager



# State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSON Governor

October 2, 2024

TO: Agencies Signatory to the Cooperative Agreement with the California Department

of Public Health

SUBJECT: COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF PUBLIC HEALTH

Please find enclosed a copy of the Cooperative Agreement between local agencies applying pesticides for public health purposes and the California Department of Public Health. The current Cooperative Agreement between our agencies shall expire on December 31, 2024. If your agency is interested in renewing this Cooperative Agreement for another year (through December 31, 2025), please return the enclosed form by December 31, 2024 to the Vector-Borne Disease Section (VBDS). Include the agency manager's signature in the appropriate space and the operator ID and/or license number to be listed on Monthly Summary Pesticide Use Reports (PR-ENF-060) for 2025. Please send to:

DEPARTMENT OF PUBLIC HEALTH CDPH – Vector Borne Disease Section 850 Marina Bay Parkway Richmond, CA 94804

If you prefer to email your signed agreement, please email Margaret Kerrigan: MargaretC.Kerrigan@cdph.ca.gov.

VBDS will endorse the Cooperative Agreement and return a copy to your agency immediately. If your agency is not interested in continuing the Cooperative Agreement, please notify VBDS as soon as possible.

Thank you for your cooperation in this matter. If you require additional information or clarification, please contact your VBDS regional office or the Sacramento headquarters at (916) 552-9730.

Vicki L. Kramer, Ph.D., Chief Vector-Borne Disease Section

Vich I. Zeamer

Enclosure



Vicki Kramer, Ph.D.

Chief, Vector-Borne Disease Section

COOP	(PURSUANT TO SECTION 116180, HEALTH AND SAFETY CODE)  Date
	This Agreement between the California Department of Public Health and
	(name and address of local vector control agency)
	ctive on January 1, 2025 or on the subsequent date shown above, and expires December 31, 2025. It is subject to renewal by l consent thereafter.
Opera	tor ID and/or license number to be listed on Monthly Summary Pesticide Use Reports (PR-ENF-060) for 2025:
Opera	tor ID # License #
This ag	greement may be canceled for cause by either party by giving 30 days advance notice in writing, setting forth the reasons for the ation.
Part I.	<u>Pesticides</u>
The ve	ector control agency named herein agrees:
1.	To calibrate all application equipment using acceptable techniques before using, and to maintain calibration records for review by the County Agricultural Commissioner.
2.	To seek the assistance of the County Agricultural Commissioner in the interpretation of pesticide labeling.
3.	To maintain for at least two years for review by the County Agricultural Commissioner a record of each pesticide application showing the target vector, the specific location treated, the size of the source, the formulations and amount of pesticide used, the method and equipment used, the type of habitat treated, the date of the application, and the name of the applicator(s).
4.	To submit to the County Agricultural Commissioner each month a Pesticide Use Report, on Department of Pesticide Regulation form PR-ENF-060. The report shall include the manufacturer and product name, the EPA registration number from the label, the amount of each pesticide used, the number of applications of each pesticide, and the total number of applications, per county, per month.
5.	To report to the County Agricultural Commissioner and the California Department of Public Health, in a manner specified, any conspicuous or suspected adverse effects upon humans, domestic animals and other non-target organisms, or property from pesticide applications.
6.	To require appropriate certification of its employees by the California Department of Public Health in order to verify their competence in using pesticides to control pest and vector organisms, and to maintain continuing education unit information for those employees participating in continuing education.
7.	To be inspected by the County Agricultural Commissioner on a regular basis to ensure that local agency activities are in compliance with state laws and regulations relating to pesticide use.
<u>Part II</u>	. Environmental Modification
The ve	ector control agency named herein agrees:
	mply with requirements, as specified, of any general permit issued to the California Department of Public Health as the lead agency ning to physical environmental modification to achieve pest and vector prevention.
For Ca	alifornia Department of Public Health For Local Agency

Print Name and Title

Signature



# San Gabriel Valley Mosquito & Vector Control District TRUSTEE EDUCATION OPPORTUNITY STATEMENT OF INTEREST FORM

CONFERENCE: MOSQUITO AND VECTOR CONTROL ASSOCIATION OF CALIFORI	AIN
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(MVCAC) 93RD ANNUAL

SUNDAY, JANUARY 26<sup>TH</sup> – WEDNESDAY, JANUARY 29<sup>TH</sup>, 2025 **EVENT DATE(S):** 

**LOCATION:** OAKLAND, CALIFORNIA

SUBMITTAL PROCESS: If you are interested in attending this conference, please complete and submit this form via email to Jerry Mireles at jmireles@sgvmosquito.org . Forms will be accepted immediately following the adjournment of the November 8, 2024, board meeting and must be submitted no later than 4:30 p.m. on December 2, 2024.

# **APPROVAL PROCESS**:

- Completed forms will be reviewed by the Board President on a first-come, first-serve basis.
- Approved requests will be announced at the December 13, 2024, board meeting.

The current budget allows two (2) Trustees to attend the conference.	
TRUSTEE NAME:	
In the space below, please provide a brief statement expressing your interest in attending this evolution in the information and experience gained will benefit your constituents and support the Distribution:	ent. ict's
SIGNATURE: DATE:	