



Coachella Valley Mosquito
and
Vector Control District

43420 Trader Place
Indio, CA 92201
Phone (760) 342-8287
www.cvmosquito.org

Board of Trustees Meeting

Tuesday, February 11, 2020

6:00 p.m.

AGENDA

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call the Clerk of the Board at (760) 342-8287 for assistance so the necessary arrangements can be made.

- 1. Call to Order – Franz De Klotz, President**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Motion to Excuse Absences**
- 5. Confirmation of Agenda**
- 6. Public Comments**

Those wishing to address the Board should complete a Public Comment Card and provide it to the Clerk of the Board.

A. **PUBLIC Comments — AGENDA ITEMS:** Persons wishing to address the Board on agenda items are requested to do so at this time. When addressing the Board, please come to the podium and give your name and address for the record. In order to conduct a timely meeting, a three-minute time limit per person per item has been established.

B. **PUBLIC Comments — NON-AGENDA ITEMS:** Persons wishing to address the Board on items not appearing on the agenda are requested to do so at this time. When addressing the Board, please come to the podium and give your name and address for the record. In order to conduct a timely meeting, a three-minute time limit per person has been established. California Government Code Section 54950 prohibits the Executive Committee from taking action on a specific item until it appears on the agenda.

- 7. Recognition**

- A. Plaque presentation to former President of the Board, Doug Hassett – **Franz De Klotz, President**

8. Presentations

- A. General Manager’s Report – **Jeremy Wittie, M.S. General Manager**
- B. Vector-Borne Disease Report – **Jennifer Henke, M.S. Laboratory Manager**

9. Board Reports

- A. President’s Report – **Franz De Klotz, President**
 - Executive Committee oral report and minutes for January 30, 2020 **(Pg. 6)**
- B. Finance Committee – **Clive Weightman, Treasurer**
 - Finance Committee oral report and minutes for January 14, 2020, **(Pg. 8)**

10. Items of General Consent

The following items are routine in nature and may be approved by one blanket motion upon unanimous consent. Any member of the Board or the public may request an item be pulled from Items of General Consent for separate discussion.

- A. Minutes for January 14, 2020, Board Meeting **(Pg.11)**
- B. Correspondence **(Pg. 19)**
- C. Approval of expenditures for January 15, 2020 to February 11, 2020 and Financial Reports **(Pg. 33)**
- D. Approval of Resolution 2020-02 Adopting Employee Pay Schedule, in conformance with California Code of Regulations, Title 2, Sections 570.5 and 571 – **Anita Jones, Human Resources Manager (Pg. 47)**
- E. Approval to renew the annual agreement with Salton Sea Aerial Services, Inc. to conduct both aerial adulticiding and larviciding aerial applications in an amount not to exceed \$1,650 per hour for daytime applications and \$1,850 per hour for nighttime applications from fund 9000.01.500.000 – Operations Contingency Budgeted; *Funds Available* – **Roberta Dieckmann, Interim Operations Manager (Pg. 52)**
- F. Approval of Travel Calendar Update and Training Opportunity for David l’Anson, Administrative Finance Manager and Bito Larson Trustee, to attend the CMTA Annual Conference in an amount not to exceed \$3,000. *Funds Available* – **David l’Anson, Administrative Finance Manager (Pg. 72)**
- G. Informational Items:
 - District Travel **(Pg. 73)**
 - Board Business Log **(Pg. 74)**
 - Staff Reports:

- o Mosquito and Vector Control Association of California Conference – **Jennifer Henke, M.S., Laboratory Manager (Pg. 75)**

11. Old Business

None.

12. New Business

Discussion and review of Fiscal Year 2020-2021 Budget Calendar – **David I’Anson, Administrative Finance Manager (Pg. 78)**

13. Closed Session Public Comments

Persons wishing to address the Board on closed session items are requested to do so at this time. When addressing the Board, please come to the podium and give your name and address for the record. In order to conduct a timely meeting, a three-minute time limit per person per item has been established.

- A. **Closed Session:** Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency Designated Representatives: Lena D. Wade, Anita Jones and David I’Anson
Employee Organization: California School Employees Association and Teamsters Local 911
- B. **Closed Session:** Public Employee Performance Evaluation pursuant to Government Code Section 54957
Title: District Legal Counsel

14. Trustee Comments, Requests for Future Agendas Items, Travel, and/ or Staff Actions

The Board may not legally take action on any item presented at this time other than to direct staff to investigate a complaint or place an item on a future agenda unless (1) by a majority vote, the Board determines that an emergency situation exists, as defined by Government Code Section 54956.5, or (2) by a two-thirds vote, the board determines that the need for action arose subsequent to the agenda being posted as required by Government Code Section 54954.2(a). Each presentation is limited to no more than three minutes.

15. Adjournment

At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.
All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 43420 Trader Place, Indio, California.



Certification of Posting

I certify that on February 7, 2020, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Trustees of the Coachella Valley Mosquito & Vector Control District and on the District's website, said time being at least 72 hours in advance of the meeting of the Board of Trustees (Government Code Section 54954.2)

Executed at Indio, California, on February 7, 2020.

Graciela Morales, Clerk of the Board

SECTION

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BOARD REPORTS

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Executive Committee Meeting Minutes

TIME: 3:00 p.m. Thursday, January 30, 2020

LOCATION: 43420 Trader Place, Indio, CA 92201

TRUSTEES PRESENT:

County at Large Franz De Klotz Palm Desert Doug Walker
Indian Wells Clive Weightman

ABSENT: La Quinta Doug Hassett

OTHERS PRESENT:

Jeremy Wittie, M.S., General Manager
Grace Morales, Clerk of the Board

1. Call to Order: *President De Klotz called the meeting to order at 3:00 p.m.*

2. Roll Call: *Roll call indicated three (3) committee members out of four (4) were present.*

3. Confirmation of Agenda: *On motion from Trustee Weightman, seconded by Trustee Walker, the agenda was approved as presented.*

Ayes: President De Klotz, Trustees and Walker and Weightman.

Noes: None.

Abstained: None.

Absent: Trustee Doug Hassett.

4. Public Comments (including closed session comments): *Mr. Brad Anderson made a comment regarding the public comment format of the agendas; he feels they restrict the public from participating/giving their opinion. He also stated he dislikes the District's new website design as some documents are no longer available for the public, believes the court was misled with the District's warrant, and that legal counsel had sent him a cease and desist letter he disagrees with and stated he feels there might be Brown Act violations taking place. Mr. Anderson handed Clerk of the Board, Grace Morales, four letters for the public record.*

5. Closed Session: Public Employee Performance Evaluation pursuant to Government Code Section 54957

Title: District Legal Counsel

Returning from Closed Session, President De Klotz reported there was no reportable action.

6. Review of February 11, 2020 Board Meeting Draft Agenda: *The draft February Board meeting agenda was reviewed by the Committee. Changes to the agenda included adding (under presentations) action-specific plans for mitigation work with the cities for out of normal activity, adding a New Business Item, FY20-21 Budget Calendar, and adding a Closed Session Item to discuss the evaluation for legal counsel.*

7. Trustee/Staff Comments: *None.*

8. Confirmation of Next Meeting Date: *The next Executive Committee Meeting was scheduled for Monday, March 2, 2020, at 9:00 a.m.*

9. Adjournment: *The meeting was adjourned by President De Klotz at 3:40 p.m.*

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

**Finance Committee Meeting
Minutes**

TIME: 4:30 p.m. **DATE:** January 14, 2020

LOCATION: 43420 Trader Place, Indio, CA 92201

TRUSTEES PRESENT:

County at Large Bito Larson
Indian Wells Clive Weightman
Rancho Mirage Isaiah Hagerman

TRUSTEES ABSENT: None.

STAFF PRESENT:

Jeremy Wittie, General Manager
David l'Anson, Administrative Finance Manager
Graciela Morales, Executive Assistant/Clerk of the Board

- 1. Call to Order:** *Treasurer Weightman called the meeting to order at 4:34 p.m.*
- 2. Roll Call:** *Roll call indicated three (3) committee members out of three (3) were present.*
- 3. Confirmation of Agenda:** *The Agenda was confirmed as presented.*
- 4. Public Comments:** *None.*
- 5. Items of General Consent:**
Approval of Minutes from November 12, 2019, Finance Committee Meeting

Ayes: Trustees Larson and Weightman.

Noes: None.

Abstained: Trustee Hagerman.

Absent: None.

6. Discussion and/or Review:

- A. Review of Check Report from Abila MIP for the period of December 11, 2019 to January 10, 2020.

The Committee reviewed the check report and asked questions regarding a few checks and expenses. Administrative Finance Manager, David l'Anson and General Manager, Jeremy Wittie provided explanations.

- B. CalCard Charges December 2019.

The Committee reviewed the new CalCard report and asked questions regarding specific charges. Trustee Larson recommended staff should check with the Palm Springs Airport to find out if they waive parking fees for agencies such as ours. Trustee Larson also asked staff about the high travel charge for a fuel pump service fee reflected on a report. Staff will look into it and report back to Committee members.

- C. Review of December 2019 Financials and Treasurer's Report.

Financials and Treasurer's Report were reviewed.

7. Old Business: *None.*

8. New Business: *None.*

9. Schedule Next Meeting: *The next Finance Committee meeting was scheduled for Tuesday, February 11, 2020 at 4:30 p.m.*

10. Trustee and/or Staff Comments/Future Agenda Items: *Treasurer Wightman requested a draft budget planning document that includes reserves and capital planning such as for vehicles. Trustee Hagerman stated uniform allowance is "PERSable" for Classic Members only.*

11. Adjournment: *The meeting was adjourned by Treasurer Weightman at 5:05 p.m.*

Finance Committee Action Items

1. Cardholder names will be added to CalCard report by January 2020 Finance Committee meeting. – **Completed**
2. Trustees wanting to attend VCJPA workshop will notify Clerk of the Board by January 2020 Finance Committee meeting – **Completed**
3. Check with the Palm Springs Airport to find out if they waive parking fees for agencies such as ours. – **Completed**
4. High travel charge for fuel pump service fee. – **Completed**
5. Draft budget planning document by February meeting – **Completed**

SECTION

10



ITEMS OF GENERAL CONSENT

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

**Board of Trustees Meeting
Minutes**

MEETING TIME: 6:00 p.m. January 14, 2020

LOCATION: 43420 Trader Place, Indio, CA 92201

TRUSTEES PRESENT:

PRESIDENT: Doug Hassett	La Quinta
VICE PRESIDENT: Franz De Klotz	County at Large
SECRETARY: Doug Walker	Palm Desert
TREASURER: Clive Weightman	Indian Wells
Sergio Espericueta	Cathedral City
Bito Larson	County at Large
Gary Gardner	Desert Hot Springs
Ben Guitron	Indio
Dr. Doug Kunz	Palm Springs
Isaiah Hagerman	Rancho Mirage

TRUSTEES ABSENT:

Philip Bautista Coachella

STAFF AND COUNSEL PRESENT:

Jeremy Wittie, General Manager
Lena Wade, Legal Counsel, SBEMP
Anita Jones, Human Resources Manager
David l'Anson, Administrative Finance Manager
Edward Prendez, Information Technology Manager
Jennifer Henke, Laboratory Manager
Kim Hung-Lyu, Vector Ecologist
Roberta Dieckmann, Interim Operations Manager
Tammy Gordon, Public Information Officer

- 1. Call to Order:** *President Hassett called the meeting to order at 6:01 p.m.*
- 2. Pledge of Allegiance:** *Trustee Larson led the Pledge of Allegiance.*
- 3. Oath of Office:** *Clerk of the Board, Graciela Morales conducted an oath of office for Trustee Guitron's reappointment to the Board.*
- 4. Roll Call:** *Roll call indicated ten (10) Trustees out of eleven (11) were present.*

5. Motion to Excuse Absences

On motion from Trustee Hagerman, seconded by Trustee Gardner, and passed by unanimous vote, the Board of Trustees excused the absence of Trustee Bautista.

- a. Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.
- b. Noes: None.
- c. Abstained: None.
- d. Absent: Trustee Bautista.

6. Confirmation of Agenda

On motion from Trustee Guitron, seconded by Trustee Gardner, and passed by unanimous vote, the Board of Trustees approved the Agenda as presented.

- a. Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.
- b. Noes: None.
- c. Abstained: None.
- d. Absent: Trustee Bautista.

7. Public Comments:

Mr. Brad Anderson made public comments regarding his opinion of the lack of residents' correspondence in the Board packet, the current cleaning company the District contracts with, the facility improvements planned, the General Manager contract, and he asked Trustees to read the letters he submitted to the Clerk of the Board.

8. Proclamation – *President Doug Hassett conducted a presentation to proclaim the District's support in the 2020 census.*

On motion from Trustee Guitron, seconded by Trustee Weightman and passed by unanimous vote, the Board of Trustees approved supporting the 2020 Census.

- a. Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.
- b. Noes: None.

- c. Abstained: None
- d. Absent: Trustee Bautista.

9. Presentations

- A. General Manager's Report – Jeremy Wittie shared information regarding the status of the MOU between the City of Indio, CVAG and the District; the Thermal property project is near completion, announced the Emergency Succession Plan standing appointee designee is David l'Anson and the backup appointee is Jennifer Henke; a summary of 2019 Board action items; the timeline for FY2020/2021 budget development/adoption and Strategic Plan items.
- B. District-Funded Research – Jennifer Henke, Laboratory Manager gave a presentation on the history of District-funded research efforts and the District's current process for supporting/rejecting research projects. Jennifer also gave a brief overview of the current research projects supported and funded by the District.

10. Board Reports

A. President's Report:

President Hassett stated that this was his last meeting as President of the Board and thanked Trustees and staff for their support.

B. Finance Committee Oral Report:

Treasurer Weightman reported the Finance Committee had met prior to the Board meeting and reviewed the CalCard Expenditure Journal, check report, deposits, receipts, Balance Sheet and Statement of Revenue and Expenditure and had no issues to report.

11. Items of General Consent

The following items are routine in nature and may be approved by one blanket motion upon unanimous consent. Any member of the Board or the public may request an item be pulled from Items of General Consent for separate discussion.

- A. Minutes for November 12, 2019, Board Meeting and November 12, 2019 Study Session
- B. Correspondence

C. Approval of expenditures for November 13, 2019 to January 14, 2020 and Financial Reports

D. Informational Items:

- District Travel
- Board Business Log
- Semi-Annual Research Reports from the University of California, Riverside and U.S. Department of Agriculture for 2019 – Jennifer Henke, M.S., Laboratory Manager
- Staff Reports:
 - Entomology Society of America Conference – Jennifer Henke, M.S., Laboratory Manager and Kim Hung, Vector Ecologist
 - Mosquito and Vector Control Association of California Planning Meeting – Jennifer Henke, M.S., Laboratory Manager
 - CSDA Clerk of the Board Annual Conference – Graciela Morales, Executive Assistant/Clerk of the Board
 - Email Security and Risk Training Update – Edward Prendez, IT Manager
 - California Debt and Investment Advisory Commission (CDIAC) Public Funds Investing Workshop – David l'Anson, Administrative Finance Manager

E. Approval to renew the contract with CleanExcel for cleaning services for the District headquarters in an amount not to exceed \$3,811 per month, from fund 7675.01.305.000 – Contract Services *Budgeted; Funds Available* – **David l'Anson, Administrative Finance Manager**

F. Approval of Travel Calendar Update and Training Opportunity to attend the California Association of Public Information Officers (CAPIO) Annual Conference in an amount not to exceed \$1,500. *Not Budgeted; Funds Available* – **Tammy Gordon, Public Information Officer**

Trustee Larson announced he would like to pull Item 11E and recused himself. On motion from Trustee Hagerman, seconded by Trustee Gardner and passed by the following votes, the Board of Trustees reviewed and approved Item 11E.

Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Walker, and Weightman.

Noes: None.

Recused: Trustee Larson (recused himself from Item 11E only).

Absent: Trustee Bautista.

On motion from Trustee Gardner, seconded by Trustee Walker and passed by the following votes, the Board of Trustees reviewed and approved the remaining items of General Consent.

Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.

Noes: None.

Abstained: Hagerman (abstained from approving the November 12 Board minutes only).

Absent: Trustee Bautista.

12. Old Business

None.

13. New Business

- A. Discussion and/or approval of General Manager Employment Agreement to be effective January 14, 2020 to December 31, 2022, COLA increase, and Special Merit Pay – **ad hoc Negotiating Committee**

On motion from Trustee Kunz, seconded by Trustee Hagerman and passed by unanimous vote, the Board of Trustees approved Item 13A.

Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.

Noes: None.

Abstained: None

Absent: Trustee Bautista.

B. Discussion and/or approval of the District's Social Media Policy and Resolution 2020-01- **Tammy Gordon, Public Information Officer**

Tammy Gordon, Public Information Officer, gave an overview of the new social media policy. Trustees asked how many platforms the District currently has and if employees are allowed to post on their own social media platforms on behalf of the District. Legal Counsel, Lena Wade, responded this is addressed in the District's Personnel, Policies, and Procedures Manual and that any new District social media platforms must be first approved by the General Manager.

On motion from Trustee Hagerman, seconded by Trustee Walker and passed by unanimous vote, the Board of Trustees approved Item 13B.

Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.

Noes: None.

Abstained: None

Absent: Trustee Bautista.

C. Discussion and approval for the creation of ad hoc Facilities Renovation Committee – **David l'Anson, Administrative Finance Manager**

David l'Anson, Administrative Finance Manager, stated it has been over twenty years since the building was built and there are plans for renovations in the Administration offices, restrooms, and Boardroom. A request for proposals (RFP) for architectural services will be the first step and then a construction/remodeling services RFP will follow. l'Anson sought the participation from the Board in this process through the formation of an ad hoc Committee.

On motion from Trustee Walker, seconded by Trustee Guitron and passed by unanimous vote, the Board of Trustees approved the creation of an ad hoc Facilities Renovation Committee made up of two Trustees, Walker and Guitron.

Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.

Noes: None.

Abstained: None

Absent: Trustee Bautista.

D. Nomination and election of Board Officers for the 2020 Calendar Year – **ad hoc Nomination Committee**

On motion from Trustee Guitron, seconded by Trustee Kunz and passed by unanimous vote, the Board of Trustees approved the slate of officers as presented. The new President of the Board is Mr. Franz De Klotz, Mr. Doug Hassett will serve as Vice President, Mr. Walker will continue serving as Secretary, and Mr. Clive Weightman will also continue serving as Treasurer of the Board.

Ayes: President Hassett, Trustees De Klotz, Espericueta, Gardner, Guitron, Hagerman, Kunz, Larson, Walker, and Weightman.

Noes: None.

Abstained: None

Absent: Trustee Bautista.

14. Closed Session Public Comments: None.

A. **Closed Session:** Conference with Labor Negotiators pursuant to Government Code Section 54957.6

Agency Designated Representatives: Lena D. Wade, Anita Jones and David l'Anson

Employee Organization: California School Employees Association

Upon returning from Closed Session, President Hassett announced there was no reportable action.

15. Trustee Comments, Requests for Future Agendas Items, Travel, and/ or Staff Actions

None.

16. Adjournment

On motion from Trustee Guitron, seconded by Trustee Hassett and passed by the following votes, the Board of Trustees moved to adjourn the meeting. President De Klotz adjourned the meeting at 7:26 p.m.

Ayes: President De Klotz, Trustees Bautista, Espericueta, Gardner, Guitron, Hassett, Kunz, Larson, Walker, and Weightman.

Noes: None.

Abstained: None.

Absent: Trustee Bautista.

Franz De Klotz
President

Doug Walker
Secretary

**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
REPORT OF TRUSTEE'S ATTENDANCE
AT CONFERENCE/SEMINAR**

**Trustee: Sergio Espericueta
Name of Conference/Seminar: MVCAC 88th Annual Conference
Date: January 26--29, 2020
Location: San Diego, CA**

Significant points learned of benefit to the District and the community:

As a member of the CVMVC board of trustees, it is the first time that I have been attending a conference of this category.

I attended two trustees business sessions, focused on board governance best practices, the presenters explained California Government codes and our role in the board of trustees .

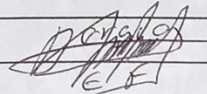
I also attended multiple presentations some focused on the invasive Aedes mosquitoes species in California, especially Aedes aegypti covering topics of prevention behaviors, pesticide resistance studies and public outreach ideas in response to detection of invasive mosquitoes, using social media, community liaisons, government relations and local tv/radio.

I also attended presentations giving an update on CalSurv Gateway and new features of Cal Surv Maps.

I have the opportunity to visit the Exhibitor Showcase booths that offered a great variety of products, equipment and services for the Vector Control Districts, the explanations given by their representatives were detailed and very educational.

Date: February 4, 2020

Signature: _____



Reg. AB1234, Section III, Subsection 3.13 ~ Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Trustees will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) maybe delivered to the District office to be included in the District library for the future use of other Trustees and staff.

**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
REPORT OF TRUSTEE'S ATTENDANCE
AT CONFERENCE/SEMINAR**

Trustee: Doug Kunz

Name of Conference/Seminar: MVCAC

Date: January 26 to 28, 2020

Location: Hyatt Regency Mission Bay, San Diego, CA

Significant points learned of benefit to the District and the community:

The *Aedes aegypti* mosquito came to the New World from Africa with the slave trade. It feeds exclusively on humans. It bites frequently and can survive without water. In the desert it has a long season, in fact longer than the native *Culex* mosquito. *Aedes* larva and eggs do not survive under 10 degrees F. *Aedes* and sociodemographics. More prevalent in older homes. Increased potted plants and number of rain exposed containers correlates with increased indoor incidence of indoor *Aedes*.

Mosquito fish give off pheromones that mosquitos can detect thereby decreasing the effectiveness of the fish in eliminating mosquitos. Mosquito fish depend on dissolved oxygen to gain weight and reproduce. Wind action and mechanical aeration increase dissolved oxygen. Migratory birds can have significant predation on the fish so it is important to protect the fish from them.

Infected male mosquitos with *Wolbachia* in one study showed a 74 to 85% suppression of mosquito numbers. As male mosquitos do not bite releasing *Wolbachia* infected males does not put the human population at greater risk of being bitten.

Signature: *Doug Kunz*

Date: February 3, 2020

January 30, 2020

Bito Larson

MVCAC Conference report

I attended the Mosquito Vector Control Association conference this week in San Diego, CA.

This conference is the statewide organization that combines all educational, operational, scientific and corporate stakeholders in learning about the latest mosquito control efforts. There are representatives from the CDC, State Health officials, product vendors, and of course, mosquito districts. The conference offers educational courses for all components of the field.

The organizers of the conference provide very technical presentations for the vector ecologists and university researchers, as well as governance training and outreach seminars for Directors and Managers.

The open exchange format of the conference allows for fresh ideas to be shared and the results to be discussed.

Some projects that other districts discussed and may be considered by our District include:

- 1) Using NEXTDOOR app to target specific neighborhoods with outbreak and prevention information.
- 2) Consider a "Government relations" liaison to manage all the local cities and county's officials outreach. Do presentations to City Council's and Supervisor's meetings. Ongoing email outreach.
- 3) Geo-targeting with social media to reduce outreach expenses and gather more accurate analytic data.
- 4) Consider outsourcing our web page to test our site for PRA, Brown Act compliance and ADA exposure.
- 5) Restructure our site visits to make more of a "Property consultation" which requires owner to be present for increased education and eradication efforts, thus eliminating need to re-visit same sites.
- 6) Consider putting our response mapping information online for all residents to view. This allows for clients to see efforts in their neighborhoods, which may reduce service requests and complaints of no response by CVMVCD staff.
- 7) Consider a specific educational outreach position to purely do youth outreach. Studies show if we can educate the children, they will dump, drain, and wipe themselves. They will also be aware as they mature and thus reduce service call requests due to being educated on prevention methods. Also they will share knowledge with their adult families.

I think these conferences are a valuable resource for renewing our commitment to maintaining public health. It is an honor and pleasure to see our CVMVCD District staff lead in the educational knowledge that we share with other Districts, Professors, and Corporate partners.

Bito Larson

COACHELLA VALLEY MOSQUITO and VECTOR CONTROL DISTRICT
REPORT of TRUSTEE'S ATTENDANCE
MVCAC 88th Annual Conference
January 26-29, 2020

Trustee: Doug Walker
Location: San Diego, CA

Significant points learned of benefit to the District and the community:

On Monday (26th) afternoon there was a Governance Best Practices training session provided for Trustees. As a result of attending this informative two hour presentation, each of us received a certificate of completion. Tuesday morning found us at the Trustee breakfast meeting. Public information and outreach was emphasized at this early morning presentation. Following this session, I remained to participate as the substitute S. Calif. Region Representative in the Trustee Council Business Meeting. The Council elected officers for 2020, discussed a Trustee survey and possible topics for Trustee training at next year's conference. Wednesday morning I attended the MVCAC Board of Directors meeting.

Breakout sessions provided opportunities to hear speakers discuss topics including: pesticide resistance and management, mosquito operations and technology, and mosquito biology and disease. Kudos to five members of our District staff who spoke very professionally during the operations and technology portion of the conference. Presenters were: Richard Ortiz, Gregorio Alvarado, Salvador Becerra, Kim Hung and Jennifer Henke. Two well done posters (planning ULV applications in CV, and rearing invasive mosquitoes) were displayed in the MVCAC Poster Session, along with one from UCR relating to their District funded research about attractive toxic bait stations in the Coachella Valley.

It should be noted that our board stated a few years ago we wanted the District to actively participate at the state level in MVCAC (Mosquito & Vector Control Association of California). Currently, Jeremy Wittie and David I'Anson are on the Board of Directors, and we have a staff member serving on almost every committee. At this conference, the District had five Trustees in attendance. Clearly, CVMVCD is one of the most active districts in the State.

Signature: *Doug Walker*

Date: 2/4/2020

**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
REPORT OF TRUSTEE'S ATTENDANCE
AT CONFERENCE/SEMINAR**

Trustee: WEIGHTMAN
Name of Conference/Seminar: MVCAC ANNUAL CONF.
Date: Jan 26-29 2020
Location: SAN DIEGO

Significant points learned of benefit to the District and the community:

The breadth and depth of research being done into the various vectors has enabled me to have a far better understanding of the challenges the District faces every day. I also have a significantly improved understanding of the CALSURV gateway and its ability to help the District map our data points vis a vis all of CA. I was disappointed in the specific items put on for Trustees. They were not well planned and lacked depth.

Date: 1/29/2020 Signature: CAWkey DE

Reg. AB1234, Section III, Subsection 3.13 ~ Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Trustees will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) maybe delivered to the District office to be included in the District library for the future use of other Trustees and staff.

January 14, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees Members and Residents

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 14, 2020 (Board of Trustees Meeting – Written comments, Item: 13-A GM Employment agreement)

Dear CVMVCD Trustees and all concerned Residents,

Please be advised that the current CVMVCD General Manager (Mr. Wittie) and his new “agreement” for CVMVCD employment (2020). Was again reviewed by an ad hoc committee that suspiciously had two of the same Trustees that volunteered to serve on that special committee from last years ad hoc committee (2019). That was also assembled for the same purpose of reviewing the General Manager performance. The Palm Springs appointed Trustee was originally asked by the General Manager to apply to become a CVMVCD Trustee, and later appointed by the City of Palm Springs to the CVMVCD Board of Trustees. Because of the CVMVCD General Managers personal relationship with the Palm Springs resident and now CVMVCD (Trustee) that employed the General Manager's partner in his private former business in the past. That personal known relationship has the appearance of a possible conflict because of bias (unconscious and potentially known) that should have better monitored by the CVMVCD Board of Trustees and the CVMVCD legal counsel and of course the Trustees own ethics. It would have been appropriate to refrain from serving on such committee's where the CVMVCD General Managers yearly evaluation and pay raises plus one time financial pay-outs were the Issue.

This last year has been one of the worse Mosquito seasons “year round - now” that has been seen in the Coachella Valley. As mention before to this Board and CVMVCD administrators the advancements of under-educated and non-qualified employees to supervisory and other CVMVCD employment postions has directly endanger the health and safety of Residents and animals in the Coachella Valley. And those In-House advancements with out seeking external candidates was the responsibility of Mr. Wittie the current CVMVCD General Manager.

Please be advised that this Valley has and will continue to be Home for many people. And those people deserve better from Public funded organizations such as the CVMVCD that appear to be Interested in not providing effective service's to it's Resident's due to management deficiencies.

Sincerely,

Brad Anderson | Rancho Mirage, CA.

January 14, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees Members

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 14, 2020 (Board of Trustees Meeting – Written comments Non-Agenda topics)

Dear CVMVCD Trustees,

Please be advised that the CVMVCD Executive Committee Meeting which was held late-day on January 6, 2020. Only had myself and my guest as the only Public members of the community to witness the CVMVCD sub committees actions and provide Public testimony. Concerns were brought up to the committee members with regards to sub-committee meeting dates and time of day to hold such meetings – so more citizens can potentially be in attendance. But the CVMVCD Board President (Mr. Hassett) made statements that meeting times are made to accommodate the Trustees.

Please be reminded that the Appointed Trustee's - are Intrusted to performed the People's business and all efforts should be explored to Include the Public in those meetings. Also the CVMVCD General Manager (Mr. Wittie) made statements of Informing the Trustees of an Item at the Thermal CVMVCD property. But appeared to not want to make that Information available in the presents of the two members of the Public at that meeting. Please take notice that the CVMVCD Board President (Mr. Hassett) had made very open comments with regards to having the CVMVCD present a proclamation to him, for the CVMVCD participating in the 2020 Census. And stating that his Boss (Census employee) may be in attendance at the CVMVCD headquarters during that presentation.

It clear that the CVMVCD Board of Trustees President may be panding to one of his employers by using CVMVCD resources to aid in that endeavor. And combining that action along with past attempts to limit the Public's participation in addressing the sub-committee members of the CVMVCD (Executive Committee) and his approach upon the same citizen to supportly clarify a Public speaking card, is very suspicious and could be easily describe as potential Intimidation. As you are well aware, of the complete change in the fundamental make-up of the long established (Since the district's existence) Public Comments agenda placement of the January 14, 2020 Board of Trustees Meeting. The new Public Comments agenda arrangement only adds limitations to the Public and removes the potential Influences and carefully crafted though that the Public would add to the discussions of topics of the CVMVCD. And reinforces the potential bias toward a member of the Public, that was orchestrated by actions of the CVMVCD (less Transparency and Public participation).

Brad Anderson | Rancho Mirage, CA.

January 14, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees Members

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 14, 2020 (Board of Trustees Meeting – Written comments, Item: 13- C Assembly of ad hoc- Facilities remodeling)

Dear CVMVCD Board of Trustees,

Please do not permit the continued mismanagement and excessive expenditures of the CVMVCD administration. The only concerns that should be address is safety of the Public, and that would Include updating the CVMVCD Headquarters to comply with all necessary ADA requirements. The proposed complete Remodeling of the CVMVCD administration building(s) is completely unnecessary and excessive.

Please consider reviewing the yearly updated CVMVCD mission statement and work to reduce the self gratifying In-house changes that appears to only serve to waste Public resources (tax Moines) for the possibility of Increasing future years CVMVCD "Benefit Assessments".

Sincerely,

Brad Anderson | Rancho Mirage, CA.

January 14, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees Members

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 14, 2020 (Board of Trustees Meeting – Written comments, Item: 11-E Contract services - Clean Excel)

Dear CVMVCD Trustees,

The Company that is called "Clean Excel" that has been contracted many times since the year of 2010 to perform Maintenance/Cleaning services for the CVMVCD. That Company has been able to keep securing the contract for services with the CVMVCD for many years. My understanding from last years contract and this years is their was a modest price Increase for services, that was explained because of the California minimum wage Increase. That Information is concerning due to the nature of the CVMVCD Public employees current wages and of course the grossly overpaid administrative postions of the CVMVCD management.

Companies that are employed and or contracted with the CVMVCD should be considered and required to pay their employees prevailing wages. If current contacted companies with the CVMVCD are not already paying their employees amounts higher that minimum wage, they should be – I don't believe that type of work would have other forms of Income as in "tips". Having met a few of the workers that were assigned to the CVMVCD Headquarters cleaning crew. They appeared to be strong workers and great people, having raise grown educated children on well below a living wage.

I would hope that the CVMVCD is more concern with "fair and just" contracts for services that pay their employees fairly, and less in the possibly connections to family relationships and or Influences that CVMVCD leaders/representatives may flex to secure one contract over another.

Thank you,

Brad Anderson | Rancho Mirage, CA.

January 30, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 30, 2020 (Executive Committee) – Written comments (Item: 5 Closed session [District Legal Counsel (SBEMP) performance evaluation])

Dear CVMVCD Trustees,

Please be advised that the current CVMVCD retained legal counsel (SBEMP) may of acted under direct control of the CVMVCD General Manager (Mr. Jeremy Wittie) in it's many and unwelcomed correspondence that were mailed to my Home in the City of Rancho Mirage, CA. Over the time period of the past service contract with the Coachella Valley Mosquito and Vector Control District (Special District).

Having the CVMVCD use Public resources to have it's legal counsel (SBEMP) perform most every correspondences and also it's Public Records Requests that were requested for review should be alarming to every Resident that has allowed the CVMVCD to operate through it's continue Levied Perceived Benefit Assessment. If the CVMVCD legal counsel (SBEMP) has acted without direct control from the CVMVCD general manager and or the Board of Trustees. The actions that were taken should have been avoided - As demonstrated by a Cease and desist letter that was delivered to my Home on topics that were never clarified by the CVMVCD legal counsel (SBEMP) and what appears to be an attempt to Intermediate this Resident with a threat of litigation, for "yet" to be explained motivates from the CVMVCD.

But it's been documented that the CVMVCD legal counsel (SBEMP) has refused Public Records Requests based on miss-Information (case law) and has shown the ability to not be understanding of the Public's Non-governmental legal terminology for Information that was requested (not assisting the Public as required/recommended). Also the Issuing of letters that were not based in fact and misrepresent the true Issues/topics that appears to have not been verified by the CVMVCD legal counsel (SBEMP – Lena D. Wade). Also Brown Act violations were witness during open Public meeting that were orchestrated by CVMVCD legal counsel.

Sincerely,

Brad Anderson | Rancho Mirage, CA.

January 14, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees Members

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 14, 2020 (Board of Trustees Meeting – Written comments, Item: 11-B Correspondences)

Dear CVMVCD Trustees,

As you may be aware, the past two CVMVCD Board of Trustees Meetings had No Correspondences listed in the CVMVCD Board packet from any other Coachella Valley Resident assept from myself. That fact appears to possibly suggest that previous comments that were submitted from CVMVCD Supervisors and Administrators. That were heavily edited to restrict full customers names and complete addresses if any, and were usually submitted through direct management may have to be Investigated to confirm their existence. Or Supervisors/Administrators may not be releasing those “only” positive remarks to be published in the CVMVCD Board of Trustees agenda written minutes. And if that is true, its comparable to the potential manufacturing of positive feedback.

Please look into why their were No “Positive” remarks available from the Coachella Valley Residents for months?

Sincerely,

Brad Anderson | Rancho Mirage, CA.

January 30, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 30, 2020 (Executive Committee) – Written comments (Non-Agenda Topics)

Dear CVMVCD Trustees,

At the last CVMVCD Board of Trustees Meeting and one of the CVMVCD Sub-committees it was mention that problems with the CVMVCD operations have continued to develop and to-date have not been repaired.

- 1) The New CVMVCD website design (that was Impediment at great cost and rushed to be finance) has been difficult to access and has failed to allow long established links to connect. Other Information/Records have been removed (allowing less Transparency) and links to known appointed Trustee Information (City Government) have been disallowed.
- 2) As mention before in another special letter addressed to the CVMVCD Board. Public comments have been "limited" at CVMVCD meetings, which has reduced Resident's Informed and active participation in and of the Public's business.
- 3) The CVMVCD Issued Riverside County Inspect/Abate Warrant has been flawed and misused by CVMVCD administrators.

Please work to repair the Issues that were mention, and strive to Do-Better by not misrepresenting your organization and working to perform the service's that are expected and funded by the Resident's of the Coachella Valley. By not providing private associations Moines and other resources from this area that have No direct benefit to the Residents.

The CVMVCD general manager (Mr. Wittie) was Informed of a CVMVCD Public Health and safety sign that was not removed after the threat of disease in the area of Rancho Mirage, CA. It's alarming that this type of request/service has to rise to the CVMVCD director for action to happen. Please consider the removal of yet another such sign that has been in place for months after that areas heath disease crisis (2019). Sign location: SW corner of 62 Ave and Fillmore Street – Thermal, CA.

Thank you,

Brad Anderson | Rancho Mirage, CA.

January 30, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board/Board of Trustees Members

Re: Please enter this letter into the Public Record for the CVMVCD Public meeting held on January 30, 2020 (Executive Committee) – Written comments (Non-Agenda Topic – Public Testimony)

Dear CVMVCD Trustees,

Please be advised that your organization has been notified of the CVMVCD Administration's changes in the fundamental make-up of the CVMVCD listed agenda Items with regards to Public participation on Items of Public testimony. This appears to be a staff modification of the Public meeting due to the undocumented discussion from the CVMVCD Board of Trustees and or it's legal counsel on the unprecedented change to the CVMVCD Board of Trustees Meeting agendas that has been in existences since the district has been established, without any prior notice to the member's of the community. It's unclear why the CVMVCD staff would be allowed (without Trustee(s) direction) to modify a document and a well established method to allow for greater Public participation in the Coachella Valley Mosquito and Vector Control District meetings and operations.

The new and unadvertised changes for Public testimony at CVMVCD Public meetings will denied the potential speaker the same Information (Reports/comments) that the Trustees would be allowed to have/hear and view prior to CVMVCD Board action.

Please reconsider this very suspicious activity of changing the Public comments to limit the Public's participation in CVMVCD meetings. And as you are very well aware of the very small number of active Coachella Valley Residents that are able to attend the CVMVCD meetings, which I'm usually the only member from the General Public that attends the CVMVCD many different meetings, that are mainly very staff heavy, and has begun to activity attempt to limit the ability for participation in it's meetings of the Public's business.

Sincerely,

Brad Anderson | Rancho Mirage, CA.

January 30, 2020

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - www.cvmvcd.org

(888) 343-9399

Attn: CVMVCD Administration Clerk of the Board (Graciela Morales)

Re: letter in response to CVMVCD legal counsel (SBEMP) letter dated: December 18, 2019

Dear CVMVCD Clerk of the Board (Graciela Morales),

Please consider reviewing the agreement and service contract with the CVMVCD retained legal counsel (SBEMP). This request is based in the blatant miss-information from the Coachella Valley Mosquito and Vector Control District legal counsel (Slovak, Baron, Empey, Murphy & Pinkney LLP) acting Attorney: Lena D. Wade, ESQ. to perform the Public's business in an honest and ethical matter referring to the letter of December 18, 2019 from Lena D. Wade (SBEMP).

As you are aware, any package/letter that was claimed to have been mailed to me in November 2019, had not been properly sent if at all? And surely was not "refused" by me. As you are aware of how mail is delivered, and or returned to the sender. By having made such a false accusation, it demonstrated the ethical behavior by the CVMVCD legal counsel and how it's been severity compromised.

Overview: No agreement was made by me to have "loaner UBS drives mailed to me. Their was No advanced noticed of a package being delivered and or returned. And as you are aware of the overly extended time that the CVMVCD had granted itself to obtain easily accessible CVMVCD Public Record's was Inappropriate and has shown the ability of the CVMVCD and it's legal counsel to negatively impact the Public's access to CVMVCD retained Public Record's in a timely manner if at all.

Also in the December 18, 2019 SBEMP letter it was stated that I cancelled "the" appointment of December 9, 2019. Please understand that the appointment was Illustrated by me only, and was never confirmed by the CVMVCD. And most importantly, was my safety from the continue negative influences and false accusations like the ones that were made in the CVMVCD legal counsel letter of December 18, 2019. The CVMVCD has clearly failed to respond in an ethical matter to my public records requests. Enclosed with this letter are two (2) New (up-graded – original packaging) USB drives (SanDisk – Cruiser Glide 32 GB) for the CVMVCD to use in any matter it wishes (replacements for non-agreed upon loaned USB drives)

Sincerely,

Brad Anderson | Rancho Mirage, CA.

Coachella Valley Mosquito and Vector Control District

Checks Issued for the Period of:

January 10 - February 6, 2020

Check No	Payable To	Description	Check Amount	Total Amount
	Payroll Disbursement	January 10, 2020	188,740.74	
	Payroll Disbursement	January 24, 2020	205,591.32	
				394,332.06
Pre-Approved Expenditures Utilities/Benefits:				
42763	CalPERS - Retirement Acct	CalPERS Retirement 12/8 - 1/4/20	50,336.35	
42764	ICMA Retirement Trust	457 Plan Contributions 12/21/19, 1/4/20	18,255.68	
42765	Verizon Wireless	District Cell Phone 11/8 - 12/7/19	2,115.46	
42776	CalPERS Healthcare Acct	Healthcare Premiums Active & Retired Personnel 2/20	76,811.57	
42777	CalPERS - Retirement Acct	CalPERS Retirement 1/5-1/18/20	25,828.62	
42778	Frontier Communications-Internet	Internet Service 1/25 - 2/24/20	466.83	
42779	ICMA Retirement Trust	457 Plan Contributions 1/18/20	9,328.02	
42780	Imperial Irrigation District	District Electric Services 12/3 - 1/6/20	1,601.52	
42781	Imperial Irrigation Dist-Lab Acct	District Lab Electric Services 12/4 - 1/6/20	3,731.55	
42782	Principal Life Insurance Co.	Dental/Life Insurance	9,786.98	
42783	SoCalGas	Gas Services 12/26 - 1/27/20	894.14	
42784	Standard Insurance Company	LTC Premiums 2/1 - 2/29/20	2,996.75	
42785	Verizon Connect	Telematics November 2019	1,102.00	
42786	Vision Service Plan (CA)	Vision Care February 2020	818.58	
42787	Frontier Communications-Toll/POTS	POTS/Landline Services 1/28 - 2/27/20	157.75	
42788	Verizon Wireless	District Cell Phone 12/8 - 1/7/20	2,073.10	
				206,304.90
Pre-Approved Expenditures less than \$10,000.00:				
42766	American Engraving Co.	Reproduction & Printing	1,264.75	
42767	Burrtec Waste Industries	Landfill Disposal Services	35.67	
42768	CarQuest Auto Parts	Vehicle Parts & Supplies	321.73	
42769	Cintas Corporation #3	District Uniforms	853.40	
42770	Jernigan's Sporting Goods, Inc.	Safety Expense	119.61	
42771	MAAS Companies, Inc.	Professional Fees	495.00	
42772	Antonio Molina	Tuition Reimbursement	1,044.38	
42773	MVCAC Southern Region	State Required CEU	3,375.00	
42774	NexGen	Repair & Maintenance	68.00	
42775	SoCo Group Inc., The	Motor, Fuel & Oil	6,684.76	
42789	Advance Imaging Systems	Contract Services	67.47	
42790	Airgas Safety Inc.	Dry Ice	167.46	
42791	Association Reserves - Inland Empire, LLC	Professional Services	1,600.00	
42792	Burrtec Waste Industries	Landfill Disposal Services	112.75	
42793	Cintas Corporation #3	Uniform Expense	2,562.12	
42794	Clairemont Equipment	Equipment Rentals	197.54	
42795	CleanExcel	Janitorial Services	3,811.00	
42796	C&R Wellness Works	Employee Assistance Services	580.50	
42797	CSI Ceja Security International	Contract Services	8,560.00	
42798	Daniel's Tire Service	Vehicle Parts & Supplies	2,011.91	
42799	Desert Air Conditioning	Repair & Maintenance	245.00	
42800	Dudek & Associates	Professional Fees	3,010.00	
42801	Fedak & Brown, LLP	Professional Fees	610.00	
42802	Tammy Gordon	MVCAC Annual Conference	92.00	
42803	David T'Anson	Training Expenses	166.75	
42804	Jernigan's Sporting Goods, Inc.	Safety Expense	255.54	
42805	Marlin Business Bank	Contract Services	590.48	
42806	Graciela Morales	Tuition Reimbursement	163.21	
42807	NAPA Auto & Truck Parts	Vehicle Parts & Supplies	105.47	
42808	Pipette.com/Accutech Laboratories	Maintenance & Calibration	540.00	
42809	Pitney Bowes Purchase Power	Contract Services	53.05	
42810	Praxair Distribution, Inc.	Cylinder Rentals	50.51	
42811	Refrigeration Supplies Distributor	Repair & Maintenance	82.93	
42812	Shasta Fire Protection, Inc.	Permits, Licenses & Fees	1,200.00	
42813	UPS	Postage	173.86	
42814	Waterlogic Americas LLC	Employee Support	213.15	
42815	Elm's Equipment Rental	Repair & Maintenance	729.41	
42816	Southwest Plumbing	Repair & Maintenance	780.76	
42818	Desert Business Interiors	Furniture & Equipment	2,501.25	
42819	Gempler's Inc.	Safety Expense	529.33	
				46,025.75
Cash - First Foundation Bank Checking				
42817	US Bank	1/22 CalCard Statement	103,384.33	
				103,384.33
Cash - First Foundation Bank Check Run Total to be Approved				
				750,047.04

Coachella Valley Mosquito and Vector Control District
FINANCES AT A GLANCE
ALL FUNDS COMBINED
For the Month Ended January 31, 2020

	Beginning of the Month	Change During the Month	End of the Month
INVESTMENTS	10,892,144	1,133,439	12,025,583
CASH	148,842	118,709	267,552
INVESTMENTS & CASH	11,040,986	1,252,149	12,293,135
CURRENT ASSETS	1,317,570	(30,621)	1,286,948
FIXED ASSETS	10,624,757	-	10,624,757
OTHER ASSETS	4,969,170	-	4,969,170
TOTAL ASSETS	27,952,483	1,221,528	29,174,011
TOTAL LIABILITIES	5,389,832	(60,840)	5,328,991
TOTAL DISTRICT EQUITY	22,562,652	1,282,368	23,845,020
TOTAL LIABILITIES & EQUITY	27,952,484	1,221,528	29,174,011
RECEIPTS			
		\$ 2,088,871	
CASH DISBURSEMENTS			
Payroll	\$ 394,332		
General Admin	\$ 442,390		
Total Cash Disbursements		\$ (836,723)	
NON-CASH ENTRIES:			
Accrual Modifications -		\$ (30,621)	
Changes in A/P, A/R & Pre-paid insurance		_____	
Change during Month - Excess of Cash over Receipts & Non-Cash Adjustments		\$ 1,221,528	

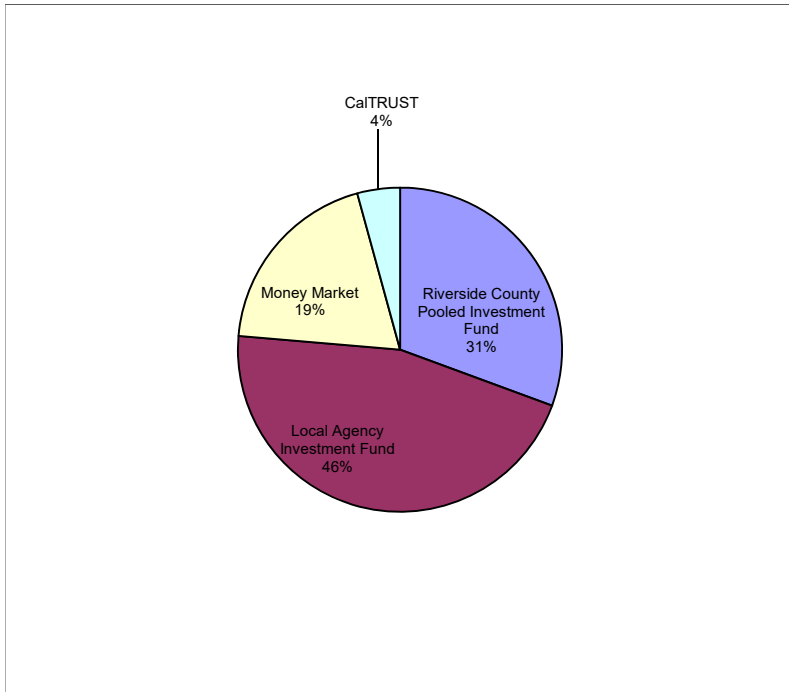
CVMVCD
Cash Journal - deposits
From 1/1/2020 Through 1/31/2020

Effective ...	Transaction Description	Deposits	Payee/Recipient Name
1/17/2020	January Receipts - Surplus Sales	19,570.00	Paymac Inc
1/31/2020	January Interest - LAIF	34,648.40	Local Agency Investment Fund
1/31/2020	January Receipts	238.03	First Foundation Bank
1/31/2020	January Receipts - Benefit Assessment	1,105,402.98	Riverside County
1/31/2020	January Receipts - Benefit Assessment Handbill	1.77	
1/31/2020	January Receipts - Dep Fish & Game	705.46	Riverside County
1/31/2020	January Receipts - HOX	13,352.94	Riverside County
1/31/2020	January Receipts - Property Tax Current Secured	<u>914,951.88</u>	Riverside County
Report Total		<u><u>2,088,871.46</u></u>	

**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
INVESTMENT FUND BALANCES AS OF JANUARY 31, 2020**

INSTITUTION	IDENTIFICATION	Issue Date	Maturity Date	YIELD	General Fund	Thermal Capital Fund	Capital Equipment Replacement Fund	Capital Facility Replacement Fund	BALANCE
	Investment Fund Balance				8,696,338	83,309	1,418,034	1,827,902	\$ 12,025,583
LAIF	Common Investments			1.97%	3,978,196	38,110	648,689	836,186	\$ 5,501,181
Riverside County	Funds 51105 & 51115			1.86%	2,661,649	25,498	434,011	559,458	\$ 3,680,616
CalTRUST	Medium Term Fund			1.71%	370,114	3,546	60,351	77,795	\$ 511,806
First Foundation	Market Rate			0.25%	1,686,378	16,155	274,983	354,464	\$ 2,331,980
	Total Investments				8,696,338	83,309	1,418,034	1,827,902	\$ 12,025,583

**PORTFOLIO COMPOSITION AS OF JANUARY 31, 2020
WEIGHTED YIELD 1.59%**



In compliance with the California Code Section 53646; the Finance Administrator of the Coachella Valley Mosquito and Vector Control District hereby certifies that sufficient liquidity and anticipated revenue are available to meet the District's budgeted expenditure requirements for the next six months.

Investments in the report meet the requirements of the Coachella Valley Mosquito and Vector Control District's adopted investment policy

Respectfully submitted

NOTED AND APPROVED

CVMVCD
Statement of Revenue and Expenditures
From 1/1/2020 Through 1/31/2020

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
Revenues									
4000 Property Tax - Current Secured	3,825,113	2,046,686	2,075,187	28,501	915,219	915,657	438	(1,749,926)	-46%
4010 Property Tax - Curr. Supplmntl	45,034	0	0	0	0	0	0	(45,034)	-100%
4020 Property Tax - Curr. Unsecured	170,237	161,531	159,276	(2,255)	0	0	0	(10,961)	-6%
4030 Homeowners Tax Relief	42,209	21,106	19,161	(1,945)	14,775	13,353	(1,422)	(23,048)	-55%
4070 Property Tax - Prior Supp.	27,704	0	0	0	0	0	0	(27,704)	-100%
4080 Property Tax - Prior Unsecured	8,493	0	0	0	0	0	0	(8,493)	-100%
4090 Redevelopment Pass-Thru	4,478,852	2,239,426	2,281,428	42,002	2,239,426	0	(2,239,426)	(2,197,424)	-49%
4520 Interest Income - LAIF/CDs	200,000	100,000	104,632	4,632	0	34,886	34,886	(95,368)	-48%
4530 Other Miscellaneous Receipts	63,000	36,750	36,235	(515)	5,250	0	(5,250)	(26,765)	-42%
4551 Benefit Assessment Income	2,147,755	1,151,851	1,181,002	29,151	1,151,851	1,166,985	15,133	(966,753)	-45%
Total Revenues	11,008,397	5,757,351	5,856,922	99,571	4,326,521	2,130,881	(2,195,640)	(5,151,475)	-47%
Expenditures									
Payroll Expenses									
5101 Payroll - FT	4,848,777	2,828,454	2,584,111	244,342	404,065	356,295	47,770	2,264,666	47%
5102 Payroll Seasonal	205,140	119,665	135,523	(15,858)	17,095	13,365	3,730	69,617	34%
5103 Temporary Services	6,900	4,025	6,900	(2,875)	575	0	575	0	0%
5105 Payroll - Overtime Expense	18,700	10,908	17,963	(7,055)	1,558	8	1,550	737	4%
5150 CalPERS State Retirement	1,221,020	1,027,985	1,013,212	14,773	38,607	57,133	(18,526)	207,809	17%
5155 Social Security Expense	304,643	177,708	169,656	8,052	25,387	23,533	1,854	134,987	44%
5165 Medicare Expense	71,247	41,561	40,802	759	5,937	5,504	434	30,445	43%
5170 Cafeteria Plan	1,093,206	637,704	714,652	(76,948)	91,101	97,198	(6,097)	378,555	35%
5172 Retiree Healthcare	352,420	205,578	11,175	194,403	29,368	0	29,368	341,245	97%
5180 Deferred Compensation	105,231	61,385	48,458	12,927	8,769	16,351	(7,581)	56,774	54%
5195 Unemployment Insurance	32,066	18,705	25,903	(7,197)	2,672	20,274	(17,602)	6,164	19%
Total Payroll Expenses	8,259,352	5,133,678	4,768,355	365,324	625,135	589,659	35,475	3,490,997	42%

CVMVCD
Statement of Revenue and Expenditures
From 1/1/2020 Through 1/31/2020

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
Administrative Expenses									
5250 Tuition Reimbursement	15,000	8,750	4,957	3,793	1,250	1,208	42	10,043	67%
5300 Employee Incentive	10,000	5,833	5,634	199	833	1,885	(1,052)	4,366	44%
5301 Employee Support	3,500	2,042	1,998	43	292	367	(75)	1,502	43%
5302 Wellness	600	350	185	165	50	0	50	415	69%
5305 Employee Assistance Program	3,500	2,042	2,448	(406)	292	581	(289)	1,052	30%
6000 Property & Liability Insurance	114,911	56,198	62,676	(6,478)	11,743	15,926	(4,184)	52,235	45%
6001 Workers' Compensation Insurance	180,303	86,427	39,538	46,888	18,775	18,765	10	140,765	78%
6050 Dues & Memberships	28,500	26,413	26,669	(257)	418	7,615	(7,198)	1,831	6%
6060 Reproduction & Printing	26,750	15,604	3,492	12,112	2,229	1,288	941	23,258	87%
6065 Recruitment/Advertising	7,000	4,083	4,234	(151)	583	285	299	2,766	40%
6070 Office Supplies	19,200	11,200	9,088	2,112	1,600	714	886	10,112	53%
6075 Postage	5,500	3,208	1,472	1,736	458	150	308	4,028	73%
6080 Computer & Network Systems	5,000	2,917	3,170	(253)	417	75	342	1,830	37%
6085 Bank Service Charges	120	70	0	70	10	0	10	120	100%
6090 Local Agency Formation Comm.	1,200	1,200	2,287	(1,087)	0	0	0	(1,087)	-91%
6095 Professional Fees	52,500	30,625	34,979	(4,354)	4,375	6,658	(2,283)	17,521	33%
6100 Attorney Fees	49,000	28,583	34,629	(6,046)	4,083	4,358	(274)	14,371	29%
6106 HR Risk Management	4,500	2,625	5,625	(3,000)	375	0	375	(1,125)	-25%
6110 Conference Expense	53,500	26,333	16,428	9,905	3,533	2,636	898	37,072	69%
6115 In-Lieu	13,200	7,700	7,700	0	1,100	1,100	0	5,500	42%
6120 Trustee Support	4,800	2,800	3,733	(933)	400	2,293	(1,893)	1,067	22%
6200 Meetings Expense	4,620	2,695	1,057	1,638	385	28	357	3,563	77%
6210 Promotion & Education	26,500	15,458	8,000	7,458	2,208	426	1,783	18,500	70%
6220 Public Outreach Advertising	45,000	26,250	1,762	24,488	3,750	8	3,742	43,238	96%
6500 Benefit Assessment Expenses	96,000	96,000	84,970	11,030	80,000	71,144	8,856	11,030	11%
Total Administrative Expenses	770,704	465,406	366,735	98,671	139,160	137,508	1,652	403,969	52%
Utilities									
6400 Utilities	105,000	61,250	69,968	(8,718)	8,750	14,849	(6,099)	35,032	33%
6410 Telecommunications	11,000	6,417	19,381	(12,964)	917	2,605	(1,688)	(8,381)	-76%
Total Utilities	116,000	67,667	89,349	(21,682)	9,667	17,453	(7,787)	26,651	23%

CVMVCD
Statement of Revenue and Expenditures
From 1/1/2020 Through 1/31/2020

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
Operating									
7000 Uniform Expense	30,500	17,875	23,850	(5,975)	2,525	3,689	(1,164)	6,650	22%
7050 Safety Expense	25,000	14,583	8,480	6,103	2,083	427	1,657	16,520	66%
7100 Physican Fees	5,000	2,917	2,940	(23)	417	0	417	2,060	41%
7150 IT Communications	40,000	23,333	20,747	2,586	3,333	5,424	(2,090)	19,253	48%
7200 Household Supplies	4,000	2,333	1,898	435	333	265	69	2,102	53%
7300 Repair & Maintenance	42,000	24,500	29,674	(5,174)	3,500	3,804	(304)	12,326	29%
7310 Maintenance & Calibration	7,800	4,550	2,900	1,650	650	2,900	(2,250)	4,900	63%
7350 Permits, Licenses & Fees	21,750	12,688	3,419	9,268	1,813	1,238	575	18,331	84%
7400 Vehicle Parts & Supplies	39,600	23,100	16,943	6,157	3,300	427	2,873	22,657	57%
7420 Offsite Vehicle Maint & Repair	17,000	9,917	21,760	(11,843)	1,417	3,506	(2,089)	(4,760)	-29%
7450 Equipment Parts & Supplies	15,500	9,042	9,541	(499)	1,292	812	480	5,959	38%
7500 Small Tools Furniture & Equip	1,700	992	2,351	(1,360)	142	184	(42)	(651)	-38%
7550 Lab Supplies & Expense	36,500	21,292	14,615	6,676	3,042	649	2,393	21,885	60%
7570 Aerial Pool Surveillance	25,000	14,583	54	14,529	2,083	0	2,083	24,946	100%
7575 Surveillance	52,000	30,333	44,468	(14,134)	4,333	575	3,758	7,532	14%
7600 Staff Training	87,250	50,896	32,168	18,728	7,271	6,764	506	55,082	63%
7650 Equipment Rental	1,000	583	320	263	83	0	83	680	68%
7675 Contract Services	154,800	90,300	55,618	34,682	12,900	7,181	5,719	99,182	64%
7700 Motor Fuel & Oils	80,200	46,783	57,419	(10,635)	6,683	6,685	(1)	22,781	28%
7750 Field Supplies	9,400	5,483	7,220	(1,737)	783	0	783	2,180	23%
7800 Control Products	785,000	457,917	703,929	(246,013)	65,417	75,938	(10,521)	81,071	10%
7850 Aerial Applications	124,500	72,625	131,875	(59,250)	10,375	0	10,375	(7,375)	-6%
8415 Capital Outlay	53,300	31,092	45,118	(14,026)	4,442	0	4,442	8,182	15%
8510 Research Projects	150,000	150,000	130,454	19,546	150,000	0	150,000	19,546	13%
9000 Contingency Expense	150,000	87,500	34,398	53,102	12,500	0	12,500	115,602	77%
Total Operating	1,958,800	1,205,217	1,402,160	(196,943)	300,717	120,467	180,250	556,640	28%
Contribution to Capital Reserves									
8900 Transfer to other funds	503,547	293,736	293,736	0	41,962	41,962	0	209,811	42%
Total Contribution to Capital Reserves	503,547	293,736	293,736	0	41,962	41,962	0	209,811	42%
Total Expenditures	11,608,403	7,165,704	6,920,334	245,370	1,116,640	907,049	209,591	4,688,069	40%
Net revenue over/(under) expenditures	(600,006)	(1,408,352)	(1,063,412)	344,940	3,209,881	1,223,832	(1,986,049)	(463,406)	77%

CVMVCD
Balance Sheet
As of 1/31/2020

		Current Year
Assets		
Cash and Investments		
1000	Cash - Investments	12,025,583.44
1016	Petty Cash	500.00
1017	Petty Cash Checking	1,500.00
1025	First Foundation - General	28,334.32
1026	First Foundation - Payroll	237,217.24
	Total Cash and Investments	12,293,135.00
Current Assets		
1050	Accounts Receivable	20,261.14
1085	Inventory	510,872.04
1168	Prepaid Insurance	168,191.28
1169	Deposits	587,624.00
	Total Current Assets	1,286,948.46
Fixed Assets		
1170	Construction in Progress	7,050.00
1300	Equipment/Vehicles	2,124,325.38
1310	Computer Equipment	450,521.22
1311	GIS Computer Systems	301,597.91
1320	Office Furniture & Equipment	1,218,124.91
1330	Land	417,873.30
1335	Oleander Building	5,665,861.83
1336	Signage	23,651.39
1340	Structures & Improvements	3,026,125.52
1341	Bio Control Building	6,998,161.74
1342	Bio Control Equip/Furn	43,986.77
1399	Accumulated Depreciation	(9,652,522.60)
	Total Fixed Assets	10,624,757.37
Other Assets		
1520	Resources to Be Provided	3,514,102.32
1525	Deferred Outflows of Resources	1,142,648.00

CVMVCD
Balance Sheet
As of 1/31/2020

		Current Year
1530	Deferred Outflows of Resources - OPEB	312,420.00
1900	Due to/from	0.07
	Total Other Assets	4,969,170.39
	Total Assets	29,174,011.22
Liabilities		
Short-term Liabilities		
Accounts Payable		
2015	Credit Card Payable	105,885.56
2020	Accounts Payable	14,299.06
2030	Accrued Payroll	0.06
2040	Payroll Taxes Payable	0.08
2185	Employee Dues	(65.85)
	Total Accounts Payable	120,118.91
	Total Short-term Liabilities	120,118.91
Long-term Liabilities		
2100	Pollution Remediation Obligation	2,100,000.00
2200	Net Pension Liability	1,585,309.00
2210	Deferred Inflows of Resources	118,606.00
2300	Net OPEB Liability	715,923.00
2500	Compensated Absences Payable	689,034.56
	Total Long-term Liabilities	5,208,872.56
	Total Liabilities	5,328,991.47
Fund Balance		
Non Spendable Fund Balance		
3920	Investment in Fixed Assets	10,698,793.35
3945	Reserve for Prepaids & Deposit	1,373,799.43
3960	Reserve for Inventory	532,128.63
	Total Non Spendable Fund Balance	12,604,721.41
	Committed Fund Balance	

CVMVCD
Balance Sheet
As of 1/31/2020

		Current Year
3965	Public Health Emergency	4,103,640.00
	Total Committed Fund Balance	4,103,640.00
	Assigned Fund Balance	
3910	Reserve for Operations	4,500,000.00
3925	Reserve for Future Healthcare Liabilities	877,253.00
3955	Thermal Remediation Fund	463,724.00
3970	Reserve for IT Replacement	277,991.00
3971	Reserve for Vehicle Replacement	344,376.00
3990	Reserve for Future Constructio	(315.00)
	Total Assigned Fund Balance	6,463,029.00
	Unassigned Fund Balance	
3900	Fund Equity	1,745,084.30
3999	P&L Summary	213,934.75
	Total Unassigned Fund Balance	1,959,019.05
	Current YTD Net Income	(1,285,389.71)
	Total Current YTD Net Income	(1,285,389.71)
	Total Fund Balance	23,845,019.75
	Total Liabilities and Net Assets	29,174,011.22

FINANCE

The financial reports show the balance sheet, receipts, and the revenue and expenditure reports for the month ending January 31, 2020. The revenue and expenditure report shows that the operating budget expenditure for July 1, 2019 to January 31, 2020 is \$6,920,334; total revenue is \$5,856,922 resulting in excess revenue over (under) expenditure for the year to January 31, 2020 of (\$1,063,413).

THREE YEAR FINANCIALS

	Actual	Budget	Actual	Actual
	1/31/2020		1/31/2019	1/31/2018
Total Revenue	5,856,922	5,757,351	5,495,451	5,373,595
Expenses				
Payroll	4,768,355	5,133,678	3,931,638	3,760,909
Administrative Expense	366,735	465,406	256,367	491,271
Utility	89,349	67,667	32,640	58,974
Operating Expense	1,402,160	1,205,217	741,335	682,992
Contribution to Capital Reserves	293,736	293,736	281,525	
Total Expenses	6,920,335	7,165,704	5,243,505	4,994,147
Profit (Loss)	(1,063,413)	(1,408,353)	251,946	379,448

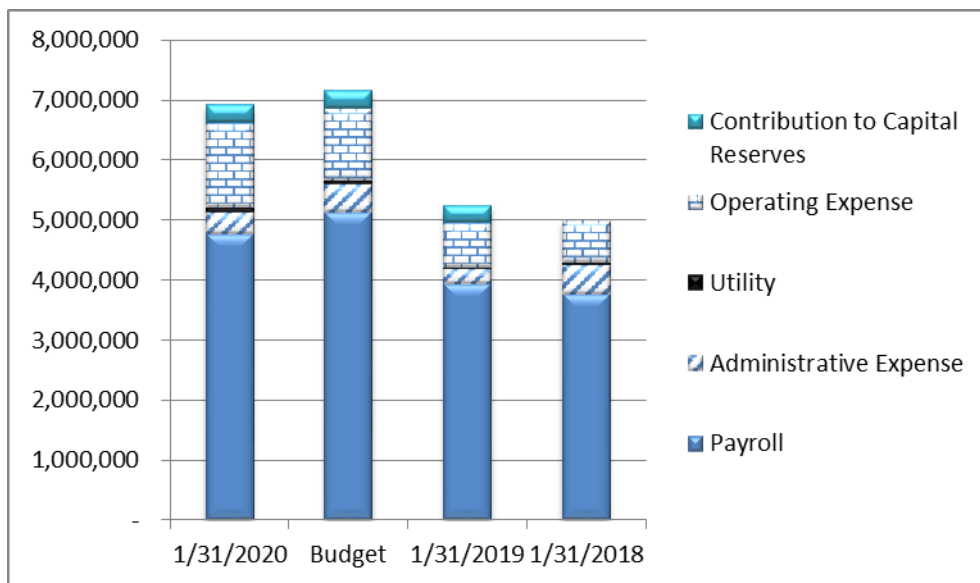


Figure 1 - Three Year Expenditure

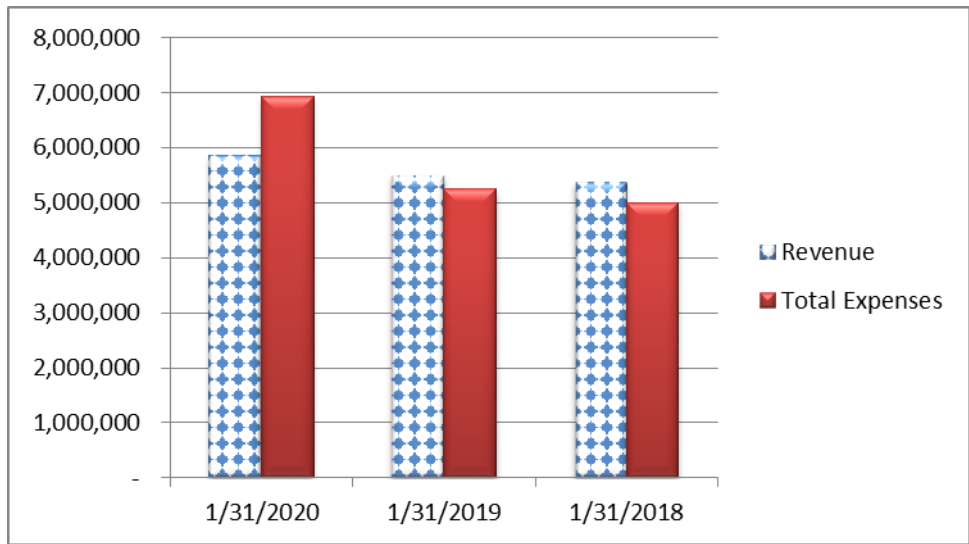


Figure 2 - Three Year Revenue & Expenditure

THREE YEAR CASH BALANCE

CASH BALANCES	1/31/2020	12/31/2019	12/31/2018
Investment Balance	12,025,583	11,966,441	12,194,783
Checking Accounting	28,334	262	11,967
Payroll Account	237,217	50,087	101,050
Petty Cash	2,000	2,000	2,000
TOTAL CASH BALANCES	12,293,135	12,018,790	12,309,800

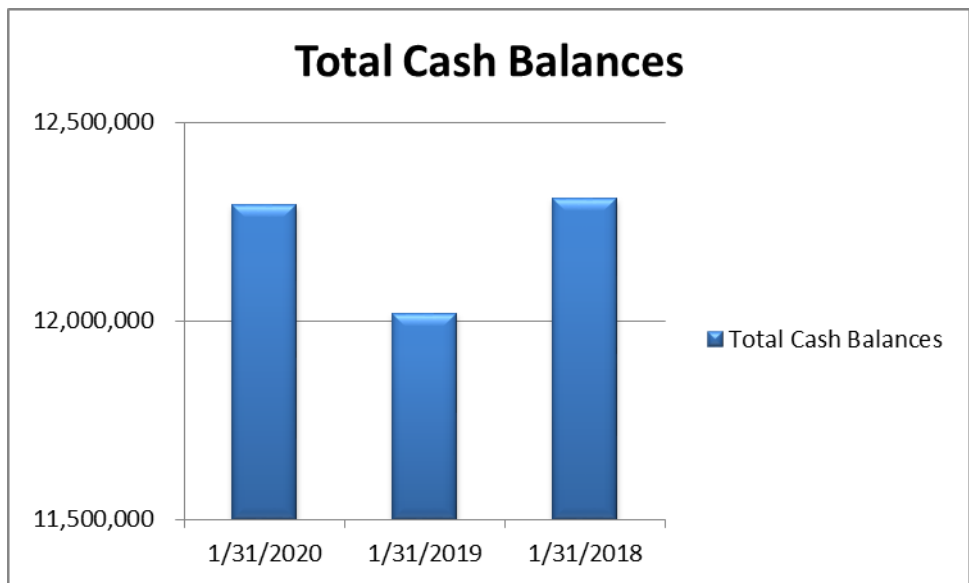


Figure 3 - Cash Balances

DISTRICT INVESTMENT PORTFOLIO 1/31/2020

The District’s investment fund balance for the period ending January 31, 2020 is \$12,025,583. The portfolio composition is shown in the pie chart. Local Agency Investment Fund (LAIF) accounts for 46% of the District’s investments; the Riverside County Pooled Investment Fund is 31% of the total. The LAIF yield for the end of January was 1.97% and the Riverside County Pooled Investment Fund was 1.86%; this gives an overall weighted yield for District investments of 1.59%.

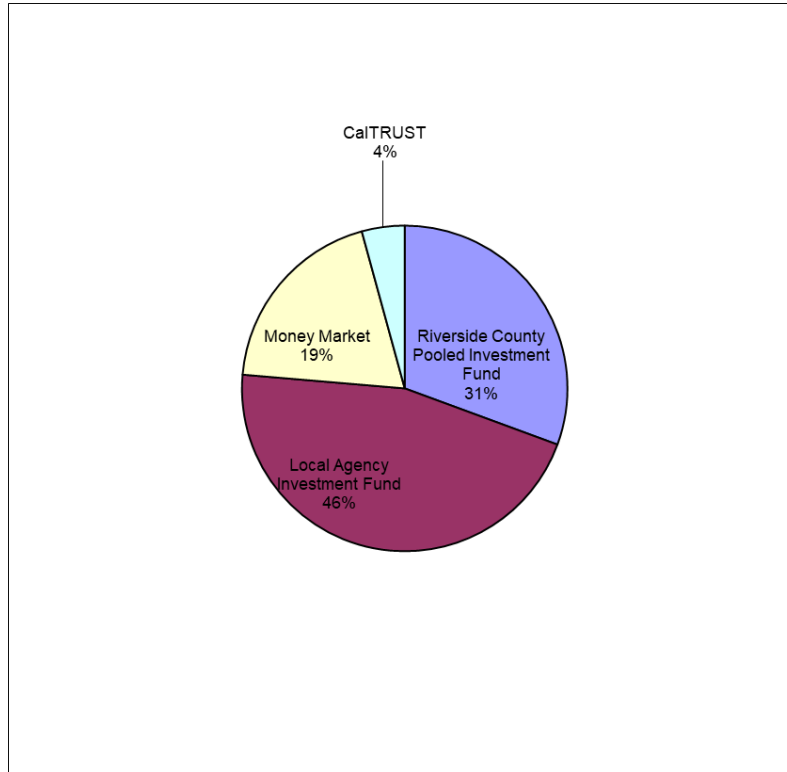


Figure 4 - Investment Portfolio 1-31-20

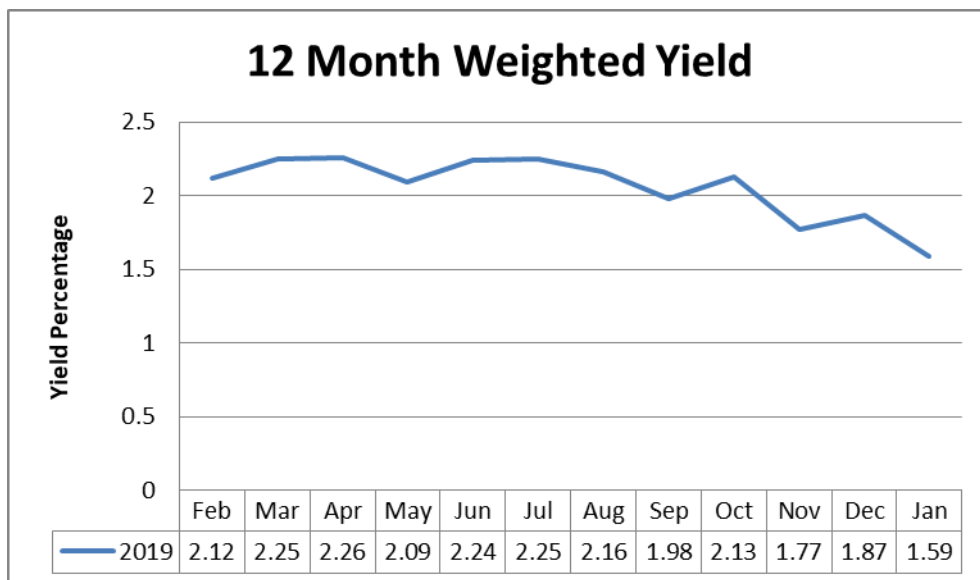
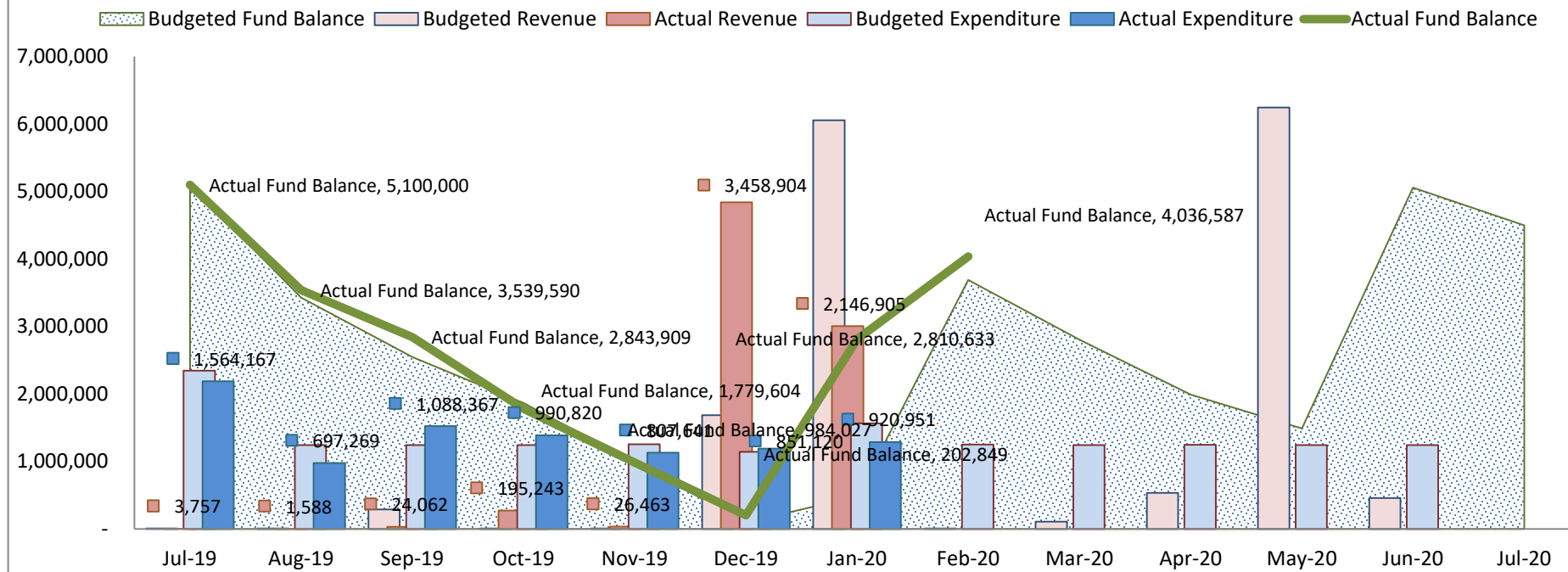


Figure 5 - District Investments Weighted Yield


General Fund Operational Cash Flow Fiscal Year 2019 - 2020



The **General Fund Operational Cash Flow** graph outlines the District's working capital for the fiscal year July 1 2019 to June 30 2020. The beginning fund balance is \$5.1 million and ending fund balance is \$4.5 million. Expenditure is approximately divided by 12 equal months, with some differences accounting for the seasonality of the program for example control products and seasonal employment which are greater in the mosquito breeding season. July expenditure is higher than average because of the prefunding lump sum of \$750,000 for CalPERS unfunded liability. The budget also accounts for prepayments. The revenue follows a different pattern, Riverside County distribute the property tax revenue in January and May with advancements in December and April.

The *shaded area* represents the **Budgeted Fund Balance** which has a formula of (beginning) **Fund Balance** plus **Revenue** minus **Expenditure**. The *green line* represents the **Actual Fund Balance** and is graphed against the *shaded area* **Budgeted Fund Balance**.

The graph shows for June 1 the \$5.1 million **Fund Balance** plus total Revenue for July 1 to January 31, 2020 of \$5.8 million minus total Expenditure of \$6.9 million is \$4.0 million. For planning purposes the District is slightly under budget, showing expenditure is \$245,370 less than budgeted. Revenue is higher than budgeted by \$100,000, with Property tax and Benefit Assessment receipts higher than anticipated. As long as the green line stays out of the shaded area the District is within budget, as of January 31, the line is outside the shaded area.

	<p style="text-align: center;">Coachella Valley Mosquito and Vector Control District</p> <p style="text-align: center;">Staff Report</p>	<p style="text-align: right;">February 11, 2020</p>
<p>Agenda Item: Consent Item</p> <p>Discussion and/or approval of Resolution 2020-02 Adopting Employee Pay Schedule, in conformance with California Code of Regulations, Title 2, Sections 570.5 and 571 – Anita Jones, Human Resources Manager</p>		
<p>Background:</p> <p>On August 10, 2011, CalPERS adopted <i>California Code of Regulations (CCR) Title 2, Sections 570.5 and 571(b)</i>, which set specific requirements for making pay schedules publicly available. The stated purpose was to ensure consistency and enhance disclosure and transparency of public employee compensation.</p> <p>In order to fully meet the requirements of these regulations, the pay schedule must list a position title for every employee position, show a pay rate for each position, and indicate the time base for the pay rate (hourly, monthly, annually, etc.). This pay schedule updates the General Manager’s pay rate. The pay schedule is included in the attached resolution as <i>Exhibit A</i>.</p>		
<p>Staff Recommendation:</p> <p>Staff recommends that the Board of Trustees approve Resolution 2020-02.</p>		
<p>Exhibit:</p> <ul style="list-style-type: none"> • Resolution 2020-02 		

RESOLUTION NO. 2020-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT APPROVING THE DISTRICT'S PAY SCHEDULE TO CONFORM WITH THE CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 2, SECTION 570.5 AND AMENDMENTS TO CCR SECTION 571, SUBDIVISION (b)

WHEREAS, the Coachella Valley Mosquito and Vector Control District ("District") is a political subdivision and a "local agency" of the State of California, created and operating under the authority and provisions of California Health and Safety Code Section 2000 et. seq., and is also a "local agency" within the meaning of Section 53600 of the California Government Code; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the Board of Trustees wishes to meet the requirements of these regulations by adopting a Pay Schedule which sets forth the pay ranges for all District employee classifications in one single document;

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

Section 1. Recitals.

The true and correct recitals above are incorporated by this reference herein as the basis and foundation for the District's adoption of this Resolution.

Section 2. Approval of Pay Schedule

That the Board of Trustees hereby approves the pay schedule shown on Exhibit "A," which is incorporated herein by this reference, for classifications as designated on said schedule, a copy of which is attached hereto and incorporated herein by this reference.

Section 3. Effective Date.

This Resolution shall take effect upon its adoption.

Section 4. Certification.

The Clerk of the Board shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED AND APPROVED by the Board of Trustees of the Coachella Valley Mosquito and Vector Control District this 11th day of February 2020.

Franz De Klotz, President
Board of Trustees

ATTEST:

Graciela Morales, Clerk of the Board

APPROVED AS TO FORM:

Lena D. Wade, General Counsel

REVIEWED:

Jeremy Wittie, M.S., General Manager

Exhibit "A"

**Coachella Valley Mosquito and Vector Control District
Pay Schedule**

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

Monthly Pay Schedule - FY 2019/2020


	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
VCT Trainee	2,191.25	2,300.81	2,415.85	2,536.64	2,663.47	2,796.64
Laboratory Technician	3,083.29	3,237.45	3,399.32	3,569.29	3,747.75	3,935.14
VCT I, Utility Worker	3,935.14	4,131.90	4,338.50	4,555.43	4,783.20	5,022.36
VCT II, Laboratory Assistant I	4,783.20	5,022.36	5,273.48	5,537.15	5,814.01	6,104.71
Mechanic I	5,022.36	5,273.48	5,537.15	5,814.01	6,104.71	6,409.95
Lead VCT, Lab Assistant II, Mechanic II	5,273.48	5,537.15	5,814.01	6,104.71	6,409.95	6,730.45
Administrative Clerk	4,439.00	4,661.00	4,893.00	5,138.00	5,394.00	5,665.00
Accounting Technician I	4,549.00	4,778.00	5,016.00	5,267.00	5,531.00	5,807.00
Accounting Technician II	5,085.00	5,339.00	5,606.00	5,888.00	6,182.00	6,490.00
Public Outreach Coord, IT/GIS Assist	5,907.00	6,202.00	6,512.00	6,837.00	7,179.00	7,539.00
Biologist	6,210.00	6,520.00	6,847.00	7,189.00	7,548.00	7,925.00
Field Supervisor, Public Info. Officer	7,201.00	7,561.00	7,940.00	8,337.00	8,755.00	9,192.00
Environmental Biologist, Vector Ecologist, IT/GIS Analyst, Lead Supervisor	7,561.00	7,940.00	8,337.00	8,755.00	9,191.00	9,651.00
Exec. Assist./Clerk of Board, HR Specialist	6,059.08	6,362.03	6,680.14	7,014.14	7,364.85	7,733.09
Human Resources Manager, IT Manager, Public Information Manager, Operations Manager, Lab Manager	8,013.58	8,414.26	8,834.97	9,276.72	9,740.56	
Admin/Finance Manager	8,303.29	8,718.45	9,154.38	9,612.10	10,092.70	
General Manager	13,150.05					

Educational Incentive Pay

Certificate	1%	Master's Degree	4%
Associate Degree	2%	Doctorate Degree	5%
Bachelor's Degree	3%		

Temporary - Out of Class

5%	<u>Additional Duties</u>	5%
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	Coachella Valley Mosquito and Vector Control District Staff Report	February 11, 2020
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Agenda Item: Consent Item
Approval to renew the annual agreement with Salton Sea Aerial Services, Inc. to conduct both aerial adulticiding and larviciding aerial applications in an amount not to exceed \$1,650 per hour for daytime applications and \$1,850 per hour for nighttime applications from fund 9000.01.500.0000 – Operations Contingency Fund; Budgeted; Funds Available – **Roberta Dieckmann, Interim Operations Manager**

Background:
Currently, the District has a control contract with Salton Sea Aerial Service, Inc. to conduct adulticide or larvicide applications. The District guarantees the contractor a minimum of 14 hours of work per year to ensure standby availability. In proposed current renewal there will be adjustments to the hourly rates per the following schedule:

1. \$1,650.00 per hour for aerial applications made during daylight hours.
2. \$1,850.00 per hour for aerial applications made after dusk or pre-dawn.

Needs Assessment:
The application of control products by air in inaccessible areas such as the Salton Sea marsh habitats and where large applications are required, as in duck club habitats and the wetland marshes are often applied by helicopter rather than truck-mounted equipment because of accessibility and time saving benefits. The need for this approach to mosquito treatments will continue in the future. In addition, helicopter service provided by Salton Sea Air Service, Inc. can also apply larvicide and adulticide products to all urban areas of the Coachella valley, if it becomes necessary based on arbovirus indicators and for the control of urban mosquito vectors.

Staff Recommendation:
Staff recommends renewing the agreement with Salton Sea Aerial Services, Inc.

Attachments:

- Agreement with Salton Sea Air Service
- Proposed First Amendment

Fiscal Impact:			
FY2020-21 Budget	Current Available Funds	Proposed Expense Remainder Fiscal Year 2019/20	Remaining Available Funds
GL 9000.01.500.0000 Contingency Expense			
\$150,000	\$115,601.79	\$26,400	\$89,201.79

**FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
THE COACHELLA VALLEY MOSQUITO AND
VECTOR CONTROL DISTRICT
AND
SALTON SEA AIR SERVICE, INC.**

THIS FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT BY AND BETWEEN THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT AND SALTON SEA AIR SERVICE, INC. (hereinafter, the "First Amendment") is made and entered into as of the ____ day of February 2020, by and between the Coachella Valley Mosquito and Vector Control District, an independent special district operating under the Mosquito Abatement and Vector Control District Law (California Health and Safety Code §§2000 et seq.), located in the County of Riverside, State of California ("District"), and Salton Sea Air Service, Inc., a California corporation ("Service Provider"), sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties previously entered into that certain Service Provider Agreement by and between the Coachella Valley Mosquito and Vector Control District and Salton Sea Air Service, Inc, dated March 2, 2019 (hereinafter, the "Agreement") for the purpose of controlling immature stages and adult mosquitoes within the geographical area of the District boundaries by conducting aerial larviciding (the "Project") and ultra-low volume (hereinafter, "ULV") adulticiding; and

WHEREAS, the Parties desire to further amend the Agreement to again extend the Agreement term an additional year; and

WHEREAS, the Parties desire to further amend the Agreement to revise Section 4 – Compensation.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

SECTION 1 - RECITALS

The Recitals set forth above are hereby incorporated into this First Amendment by this reference, as though fully set forth herein.

SECTION 2 - AMENDMENTS

a. **SECTION 3 – Term**, as set forth in the Agreement, is hereby amended as follows:

Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence March 2, 2020, and terminate March 1, 2021.

b. **SECTION 4 – COMPENSATION**, as set forth in the Agreement, is hereby amended as follows:

Compensation to be paid to Service Provider shall be One Thousand Six Hundred Fifty Dollars and No Cents (\$1,650.00) per hour for applications made during daylight hours and One Thousand Eight Hundred Fifty Dollars and No Cents (\$1,850.00) per hour for aerial applications made after dusk or before dawn, at a minimum of fourteen (14) aerial hours per year, for the services rendered by Service Provider pursuant to this Agreement.

Calibration events, that do not require the helicopter to fly, will be performed at a rate of Seven Hundred Dollars and No Cents (\$700.00) per Hour. An “Hour” will begin when Service Provider starts the engines for the aircraft to fly directly to the location where it will provide the Services. Service Provider’s time on the ground that is directly related to the Services is also included in its computation of Hour.

SECTION 3 - COUNTERPARTS

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

SECTION 4 - CONFLICTS

In the event there exist any conflicts between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall supersede.

SECTION 5- REMAINING PROVISIONS

All other remaining terms and conditions of the Agreement and First Amendment

shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the date first written above.

**COACHELLA VALLEY MOSQUITO &
VECTOR CONTROL DISTRICT**

SALTON SEA AIR SERVICE, INC.

Jeremy Wittie, M.S.
General Manager

Bradley E. Bertling
Owner/Operator

ATTEST:

Graciela Morales, Clerk of the Board

APPROVED AS TO FORM:

Lena D. Wade, General Counsel

**SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
THE COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT
AND SALTON SEA AIR SERVICE, INC.**

THIS SERVICE PROVIDER AGREEMENT (hereinafter, the "Agreement") is made and entered into this 2nd day of March, 2019, by and between the Coachella Valley Mosquito and Vector Control District, an independent special district operating under the Mosquito Abatement and Vector Control District Law (California Health and Safety Code §§ 2000 et seq.), located in the County of Riverside, State of California, hereinafter referred to as the "District," and Salton Sea Air Service, hereinafter referred to as "Service Provider."

RECITALS:

WHEREAS, the District desires to enter into an agreement for the purpose of controlling immature stages and adult mosquitoes within the geographical area of the District boundaries by conducting aerial larviciding (the "Project") and ultra-low volume (hereinafter, "ULV") adulticiding; and

WHEREAS, the District desires to retain the services of a qualified service provider to provide, on an independent contractor's basis, services in connection with aerial adulticiding and larviciding operations.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. SCOPE OF SERVICES, EXTRA WORK

a. Service Provider shall perform those services set forth in the "Scope of Services" in Exhibit "A."

b. The District acknowledges the necessity of cooperating with Service Provider in order for Service Provider to perform the services required of it in the Scope of Services. Such cooperation shall include (1) providing Service Provider with aerial maps, routes, flight routes and swath width of areas for ULV adulticiding and larviciding for each application; (2) recommending the use of adulticide and larvicide for ULV applications and the required application rate, and providing labels and MSDS for the product; (3) providing the blank product for calibration of equipment; (4) performing surveillance before, during and after ULV adulticiding and larviciding; (5) posting notices and informing the public regarding areas or routes of aerial ULV adulticiding and larviciding; (6) providing monthly summary of pesticide used during ULV aerial adulticiding to the Agricultural Commissioner; and (7) cooperating with Service Provider to

work with cities and the Federal Aviation Administration (hereinafter, the "FAA") to obtain consent over the populated areas.

Section 3. TERM

Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence March 2, 2019, and terminate March 1, 2020.

Section 4. COMPENSATION

Compensation to be paid to Service Provider shall be One Thousand Five Hundred Dollars and No Cents (\$1,500.00) per hour, at a minimum of fourteen (14) aerial hours per year, for the services rendered by Service Provider pursuant to this Agreement.

Calibration events, that do not require the helicopter to fly, will be performed at a rate of Seven Hundred Dollars and No Cents (\$700.00) per Hour. An "Hour" will begin when Service Provider starts the engines for the aircraft to fly directly to the location where it will provide the Services. Service Provider's time on the ground that is directly related to the Services is also included in its computation of Hour.

Section 5. METHOD OF PAYMENT

a. Service Provider shall invoice the District for the performance of the services under this Agreement in the amount agreed upon by the parties herein.

b. Service Provider shall be paid the amount specified in the invoice for the performance of services under this Agreement and for services reflected in the invoice that are deemed by the District to be directly related to the performance of services in this Agreement, within 30 days of receipt by the District.

Section 6. INDEPENDENT CONTRACTOR'S STATUS

Service Provider shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor. Service Provider also hereby waives any claims for any compensation or benefits afforded to District employees and not to independent contractors.

Section 7. CIVIL CODE SECTION 1542 WAIVER

Service Provider expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Except as otherwise provided herein, this waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, that are only afforded to employees and not independent contractors, including, without limitation, claims of entitlements

under the California Public Employees' Retirement System (CalPERS). Service Provider further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

**Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF
SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The District is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the District.

(3) The services described in this Agreement can be performed without the use of District equipment, materials, tools or facilities unless otherwise provided in this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the District must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The District will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the District.

b. The District represents and acknowledges the following:

(1) Service Provider is not required to comply with daily instructions from District staff with respect to when, where or how Service Provider must perform the services set forth in this Agreement.

(2) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(3) The District will not hire, supervise or pay any assistants working for Service Provider pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the District on a continuing basis after termination of this Agreement.

(5) Unless otherwise provided in this Agreement, it is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(6) Service Provider is not required to devote full time to the business operations of the District in order to perform the services set forth in this Agreement.

(7) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement on District-owned property.

(8) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE DISTRICT

a. Nothing contained in this Agreement shall be deemed, construed or represented by the District or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, expressed or implied, to act on behalf of the District in any capacity whatsoever as an agent, nor shall Service Provider have any authority, expressed or implied, to bind the District to any obligation whatsoever.

Section 10. QUALIFICATIONS

Service Provider represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services within the Scope of Services, including but not limited to, a license that will lawfully permit any pilot provided by Service Provider to operate a helicopter for the purposes set forth herein, and Service Provider shall furnish evidence of the same to the District upon execution of this Agreement.

Section 11. PERFORMANCE OF SERVICES

Service Provider agrees to perform all services in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Subject to Section 2 of this Agreement,

a. By executing this Agreement, Service Provider acknowledges that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the

work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

b. Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the District, it shall immediately inform the District of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the District's General Manager or his or her designee.

Section 13. EQUAL OPPORTUNITY EMPLOYMENT

Service Provider represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or application for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Section 14. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. In the event the District officially determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file the subject Form 700 with the District's main office as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the District.

Section 15. COMPLIANCE WITH LAWS; LICENSING AND PERMIT REQUIREMENTS

Service Provider shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

Section 16. INSURANCE REQUIREMENTS

Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Service Provider or its officers, employees, servants, volunteers and agents and independent contractors. Service Provider shall further procure and maintain at its own expense, during the term of this Agreement, commercial aviation insurance and commercial vehicle liability insurance covering personal injury and property damage, and with both, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, covering any helicopter or vehicle, as the case may be, utilized by Service Provider or its officers, employees, pilots, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

Section 17. WORKERS' COMPENSATION INSURANCE

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the District. This provision shall not apply if Service Provider has no employees performing work under this Agreement. If the Service Provider has no employees for the purposes of this Agreement, Service Provider shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto as Exhibit "B".

Section 18. LIABILITY INSURANCE

Service Provider shall not be required to procure and maintain errors and omissions, professional liability, or directors and officers insurance.

Section 19. ADDITIONAL NAMED INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, errors and omissions, professional liability or directors and officers coverage, shall bear an endorsement whereby it is provided that, the District and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the District's General Manager and it's General Counsel, are named as additional insured's.

Section 20. WAIVER OF SUBROGATION RIGHTS

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the District and its officers, volunteers, employees, contractors and subcontractors.

Section 21. PROOF OF INSURANCE COVERAGE; CERTIFICATES

a. Service Provider shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the District certificates of said insurance on or before the commencement of the term of this Agreement.

b. Service Provider shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement.

Section 22. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either party at any time provided that the respective party provides the other party at least thirty (30) business days written notice of such termination or suspension and provided that, upon termination, District shall promptly pay Service Provider for all services performed prior to termination at the rate provided herein.

b. This Agreement may be terminated or suspended by either party at any time upon a material breach of this Agreement by the other party; provided that the respective party provides the other party prompt written notice of such breach and fifteen (15) business days to cure such breach; provided further that, upon termination, District shall promptly pay Service Provider for all services performed prior to termination at the rate provided herein.

c. In the event of a termination of this Agreement under this Section, Service Provider shall provide all documents, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the District, within ten (10) calendar days of such termination and without additional charge to the District.

Section 23. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 24. INDEMNIFICATION

a. Service Provider shall defend, indemnify and hold harmless the District, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, agents, employees or volunteers.

b. The District shall defend, indemnify and hold harmless Service Provider, its officers, directors, shareholders, agents, employees and representatives from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of Service Provider, its officers, directors, shareholders, agents, employees and representatives.

c. The District does not, and shall not, waive any rights that it may have against Service Provider under this Section because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein; provided that the District shall proceed first against the insurance policies.

d. Notwithstanding the provisions of subsections a, b and c of this Section, Service Provider shall not be responsible for damages or be in breach or deemed to be in breach of this

Agreement by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the District to furnish timely information or to approve or disapprove Service Provider's work promptly, or by reason of delay or faulty performance by the District, construction contractors, or governmental agencies, or by reason of any other delays beyond Service Provider's control, or for which Service Provider is without fault.

Section 25. REPORTS

Service Provider shall periodically prepare and submit to the District's General Manager or his or her designee such reports concerning Service Provider's performance of the services required by this Agreement on a monthly basis commencing one month from the effective date as set forth in the opening paragraph of this Agreement.

Section 26. BOOKS AND RECORDS

a. Service Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the District for a minimum period of three years, or for any longer period required by law, from the date of final payment to Service Provider pursuant to this Agreement.

b. Service Provider shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the District's General Manager, its General Counsel, its auditor or a designated representative of these officers. Copies of such documents shall be provided to the District for inspection at the District's main office, when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Service Provider's address indicated for receipt of notices in this Agreement.

Section 27. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Service Provider, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the District upon payment to Service Provider for such work, and the District shall have the sole right to use such materials in its discretion without further compensation to Service Provider or to any other party. Service Provider shall, at their expense, provide such reports, plans, studies, documents and other writings to the District upon written request.

Section 28. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without prior written consent of the District, be used by Service Provider for any purposes other than the

performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Service Provider and its officers, employees, volunteers, agents and subcontractors shall not use the District's insignias, logos, trademarks, service marks or photographs relating to the project for which Service Provider's services are rendered, for any publicity advertising, promotional, marketing or political purposes in any correspondence, email, newsletter, pamphlet, brochure, mailer, internet website, social network site, magazine, trade paper, newspaper, television or radio production or any other similar medium without the prior written consent of the District.

Section 29. **MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 30. **BACKGROUND CHECKS**

At any time during the term of this Agreement, the District reserves the right to make an independent investigation into the background of Service Provider's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in connection with work performed for the Project. If the District makes a reasonable determination that any of Service Provider's current personnel is deemed objectionable, then the District may notify Service Provider of the same. Service Provider shall not use that personnel to perform work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

Section 31. **ENTIRE AGREEMENT**

a. This Agreement supersedes any and all other agreements, either oral or written, between the District and Service Provider with respect to the subject matter of this Agreement. The Exhibits are incorporated into and form a part of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 32. **AMBIGUITIES**

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 33. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the District: Jeremy Wittie, MS, General Manager
Coachella Valley Mosquito & Vector Control District
43-420 Trader Place
Indio, CA 92201

To Service Provider: Bradley E. Bertling, Owner/Operator
Salton Sea Air Service, Inc.
101-111 Desert Air Drive
North Shore, CA 92254

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 34. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of the District shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 35. REVIEW BY ATTORNEYS

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 36. WAIVER

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 37. **ASSIGNMENT AND SUBCONTRACTING**

a. The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for the District to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Service Provider under this Agreement will be permitted only with the written consent of the District.

b. Service Provider shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the District. If the District consents to such subcontract, Service Provider shall be fully responsible to the District for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the District and subcontractor nor shall it create any obligation on the part of the District to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 38. **CARE OF WORK**

The performance of services by Service Provider shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the District, when due to the gross negligence of Service Provider.

Section 39. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 40. **SUCCESSORS, HEIRS AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

Section 41. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or Sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or Sections contained herein.

Section 42. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law, without regard to its conflict of laws provisions.

Section 43. DEFAULT

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages, including, without limitation, by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 46. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the District, until signed by the authorized representative(s) of Service Provider, and approved as to form by the District's General Counsel, and executed by the District's General Manager or his or her designee.

Section 48. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 49. LABOR LAWS

a. All work or services performed within the State of California pursuant to this Agreement by contractor, contractor's employees and independent contractors, or contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Documentation must be promptly submitted to the District at any time, at the request of the District, for the purpose of determining whether or not the work or services provided pursuant to this Agreement are being provided in compliance with this Section.

Section 50. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 51. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[SIGNATURES ON THE FOLLOWING PAGE]

**SIGNATURE PAGE TO
SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
THE COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT
AND SALTON SEA AIR SERVICE, INC.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**COACHELLA VALLEY MOSQUITO &
VECTOR CONTROL DISTRICT**

SALTON SEA AIR SERVICE, INC.

Jeremy Wittie, MS

Bradley E. Bertling, Owner/Operator

ATTEST:

Grace Morales, Executive Assistant/Clerk of
the Board

APPROVED AS TO FORM:

Lena D. Wade, General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

1. Conduct aerial adulticide and larvicide as requested by the District by use of a properly equipped and maintained helicopter operated by a licensed pilot, upon and within 72 hours notice given to the Service Provider.
2. Maintain the helicopter in good and workman-like condition, such that the helicopter is prepared to fly on no more than 72 hours notice, and available to fly at least 10 consecutive days, weather permitting.
3. Before undertaking its performance under this Agreement, Service Provider is to sign an Aerial Pesticide Application Agreement as required by the insurance carrier (AvQuest).
4. Work with the District to obtain consent from cities and the FAA for flying over populated areas.
5. Utilize its best efforts to provide ULV aerial mosquito adulticiding and larviciding control over proposed sites specified by the District.
6. Follow the proposed flying routes, swath widths, and applications rate required by the District, unless Service Provider encounters unfavorable weather conditions or mechanical problems with the helicopter, in which event Service Provider is to perform its obligations hereunder as soon as practicable following improved weather conditions or abatement of mechanical problems, as may be directed by the District.
7. Calibrate the helicopter according to the specifications provided by the District and the helicopter's manufacturer.
8. In each monthly billing statement, provide the District with the total hours worked by or on behalf of Service Provider, including the total helicopter hours, and with information regarding the areas treated.

EXHIBIT "B"

**CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the work to be performed by Salton Sea Air Service, Inc., for the Coachella Valley Mosquito & Vector Control District, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

_____ Date: _____
Name & Signature



**Coachella Valley Mosquito and
Vector Control District**

February 11, 2020

Staff Report

Agenda Item: Consent Item

Approval of Travel Calendar Update and Training Opportunity for David l'Anson, Administrative Finance Manager and Bito Larson Trustee, to attend the CMTA Annual Conference in an amount not to exceed \$3,000. **David l'Anson, Administrative Finance Manager**

Background:


The California Municipal Treasurers Association (CMTA) annual conference is held in Burlingame, CA. It includes seminar on cyber security, economic outlook, managing pension contributions, and keynote speaker State Treasurer Fiona Ma. The breakout sessions include topics on investments, finance and banking.

Staff Recommendation:

Staff recommends the approval to attend the CMTA Annual Conference in an amount not to exceed \$3,000.


Fiscal Impact:

FY2019-20 Budget GL # 7600.01.201.027 Staff Training GL # 6110.01.250.000 Trustee Travel	Current Available Funds	Proposed Expense Fiscal Year 2019/20	Remaining Available Funds
Amount budgeted			
\$5,000	\$2,274	\$1,500	\$774
\$17,000	\$8,449	\$1,500	\$6,949

	<p>Coachella Valley Mosquito and Vector Control District</p> <p>Staff Report</p>	<p>February 11, 2020</p>
<p>Agenda Item: Informational Item</p> <p>District Travel and Trustee Training Opportunities– <i>Graciela Morales, Executive Assistant/Clerk of the Board</i></p>		
<p>March 2-4, 2020: MVCAC Spring Quarterly Meeting and Legislative Days (Sacramento, CA) Lobby Day provides an opportunity for District staff and trustees to meet with Legislators in Sacramento to foster relationships, share about the importance of mosquito and vector control in California, and discuss issues facing mosquito control in California and the Coachella Valley. Requests to attend must be made by the February 2020 Board Meeting.</p> <p>March 16-20, 2020: AMCA 86th Annual Meeting (Portland, OR) ~ The annual meeting of the American Mosquito Control Association (AMCA) is an opportunity for staff to meet with leading mosquito professionals from North America and other countries. Requests to attend must be made by the February 2020 Board Meeting.</p> <p>April 19-22, 2020: CSDA Special District Leadership Academy (San Diego, CA) ~ SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members. Requests to attend must be made by the February 2020 Board Meeting.</p> <p>August 24-27, 2020: CSDA Annual Conference (Palm Desert, CA) ~ Come together with other special district leaders from across the state to meet with industry suppliers, hear from the best in special district-specific topics with over 30 breakout session options, network with your peers, and more. Requests to attend must be made by the June 2020 Board Meeting.</p>		

Board Business Log - 2020

Board Action Item / Description	Month	Status	Comment
Agreements			
Cleaning Services Agreement with CleanExcel	January	Completed	
Purchases Range = \$5k to \$10K			
Purchases Greater than \$10K			
Resolutions			
Resolution 2020-01 Adopting the District's Social Media Policy and Resolution	January	Completed	
Other			
IT Security Awareness Training Program Kickoff	October	In Progress	
Proclamation supporting participation in the 2020 census	January	Completed	
General Manager Employment Agreement	January	Completed	

	<p>Coachella Valley Mosquito and Vector Control District</p> <p>Staff Report</p>	<p>February 11, 2020</p>
<p>Agenda Item: Informational Item</p> <p>Staff report from: MVCAC Annual Conference, January 26-29, 2020 in San Diego, California</p>		
<p>Report:</p> <p>The annual meeting of the Mosquito and Vector Control Association of California (MVCAC) is an opportunity for staff to meet with leading mosquito workers from across the state. In addition to meeting colleagues, several staff participated by giving presentations. <i>Rick Ortiz</i>, Mechanic II gave a talk on the equipment we use for ground-based applications, and <i>Greg Alvarado</i>, Field Supervisor presented on the factors leading to successful applications. <i>Jennifer Henke</i>, Laboratory Manager gave a talk on the impacts of our aerial and larvicide control efforts for mosquitoes. <i>Sal Becerra</i>, Vector Control Technician II spoke on the work completed in duck clubs each year to protect residents from mosquito-borne viruses. <i>Kim Hung</i>, Vector Ecologist presented a summary of the virus season in 2019 with items that other agencies may want to consider to prepare for an above-average virus season.</p> <p><i>Geneva Ginn</i>, Interim Field Supervisor presented a poster on the planning process for truck-mounted applications and the methods used to record applications. Jennifer presented a poster on the differences and similarities of rearing <i>Culex</i> and <i>Aedes</i> mosquitoes.</p> <p>Sal and Rick gave their first presentations at the MVCAC conference.</p> <p>This year the MVCAC Annual Conference hosted sessions on:</p> <ul style="list-style-type: none"> • Pacific Southwest Center of Excellence in Vector-Borne Diseases highlights • Innovation and discovery in mosquito control • CalSurv Gateway development and updates • Research focused on mosquito biology, vector-borne disease, and pesticide resistance • Challenges and opportunities in vector-borne diseases including rodents, ticks, kissing bugs and fleas • Sterile insect technology • Operational experiences and research from mosquito districts, university 		

researchers, private industry representatives and public health agencies

ATTENDEES:

Doug Walker, Secretary

Clive Weightman, Treasurer

Sergio Espericueta, Trustee

Doug Kunz, Trustee

Bito Larson, Trustee

Jeremy Wittie, District Manager

David l'Anson, Administrative Finance
Manager

Roberta Dieckmann, Interim Operations
Manager

Jennifer Henke, Laboratory Manager

Edward Prendez, IT Manager

Kim Hung, Vector Ecologist

Tammy Gordon, Public Information Officer

Gregorio Alvarado, Field Supervisor

Geneva Ginn, Interim Field Supervisor

Rick Ortiz, Mechanic II


Salvador Becerra, Vector Control Technician II

SECTION

12



NEW BUSINESS

	<p style="text-align: center;">Coachella Valley Mosquito and Vector Control District</p> <p style="text-align: center;">Staff Report</p>	<p style="text-align: center;">February 11, 2020</p>
<p>Agenda Item: New Business Discussion and review of Fiscal Year 2020-2021 Budget Calendar – David l’Anson, Administrative Finance Manager</p>		
<p>Background:</p> <p>In preparation for the upcoming Fiscal Year 2020-2021 Budget planning and related activities, a Budget Calendar was developed to assist staff, Finance Committee members, and Trustees stay informed of the tasks to be completed and deadlines/meeting dates.</p>		
<p>Staff Recommendation: Staff recommends the acceptance of the Budget Calendar by the Board of Trustees.</p>		

BUDGET CALENDAR				
STAGE	TASK TO BE COMPLETED	ACTIVITIES	STAKEHOLDERS	DEADLINE
STAFF	Budget Templates created	Templates in Microix Budget Workflow Created. Sent to Department Budget managers (complete)	Administrative Finance Manager	January 10, 2020
	Personnel Salary & Benefits	Updated information from Payroll & benefits added to Workflow. Budget spreadsheets & formulae created.	Administrative Finance Manager	Ongoing – depending on negotiations
	Budget Workshop for Managers	Help facilitate & train staff to build budget in Workflow	Management & Supervisory Team	February 13, 2020
	Budget docs to AFM & GM	General Manager to review and approve budget documents	GM, Management & Supervisory Team	March 13, 2020
	Completion of first	Team to review and adjust budget according to GM & AFM suggestion & direction	GM, Management & Supervisory Team	March 20, 2020
	Draft 1 Budget	Preparation of first draft of FY2020/2021 Budget for Finance Committee Budget Meeting. PDF and hard copy to FC Trustees	Finance	April 3, 2020
FINANCE COMMITTEE	Draft 1 for Finance Committee	Emailed to Finance Committee For Review email questions or meet. Reserve Study to be emailed with draft Budget	Finance Committee Department heads, General Manager & Administrative Finance Manager	April 10, 2020
	Draft 1 for Finance Committee	Finance Committee to review draft budget & reserve study & discuss in meeting **FINANCE COMMITTEE MEETING DATE TBD	Finance Committee General Manager & Administrative Finance Manager	Wednesday April 14, 2020 TBD

STAFF	Updated salary	Salary & Benefits Proposals & scenarios – District final proposal	Administrative Finance Manager	April 30 may be later due to negotiations
FINANCE COMMITTEE	Final Draft for Finance Committee	Final draft of FY2020/2021 Budget for Finance Committee Budget Meeting, attended by General Manager, Finance Committee and Administrative Finance Manager. **FINANCE COMMITTEE MEETING DATE TBD	Finance Committee General Manager & Administrative Finance Manager	Friday May 1, 2020 1:00pm to 3pm TBD
BOARD	Final Draft for Budget Workshop	Budget Workshop for in depth discussion BOARD MEETING	Board of Trustees Workshop	May 12, 2020 4:30pm – 5:30pm
	Adoption of Final Draft	Adoption of FY2020/2021 Budget BOARD MEETING	Board of Trustees Board Meeting	June 9, 2020
	Set Benefit Assessment Rate	Adopt Resolution – Intention to Levy Assessment, Preliminary approval of engineer’s report and providing notice of hearing for the CVMVCD mosquito, fire ant, and disease surveillance and vector control assessment BOARD MEETING	Board of Trustees Board Meeting	June 9, 2020
	Adopt Benefit Assessment Resolution	Adopt Resolution approving Engineer’s Report, Confirming Diagram and Assessment, and Ordering the Levy of Assessments for fiscal year 2019-19 for the Coachella Valley Mosquito and Vector Control District Mosquito, Fire Ant and Disease Control Assessment Public Hearing BOARD MEETING	Public Hearing	July 14, 2020