



Coachella Valley
Mosquito and Vector
Control District

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

**Executive Committee Meeting Via Zoom
Friday, August 28, 2020**

2:00 p.m.

AGENDA

In the interest of maintaining appropriate social distancing and to comply with orders issued by Governor Newsom, the Board encourages the public to participate in this meeting via Zoom by calling 1-888-475-4499 (toll free), Meeting ID: 852 8641 0494 or click this link to join: <https://us02web.zoom.us/j/85286410494>. If you would like to comment on the agenda item or subject matter within the jurisdiction of the Board, please email your public comment to the Clerk of the Board by 1:00 p.m. on August 28, 2020 at gmorales@cvmvcd.org.

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 arrangement can be made.

1. Call to Order - Franz de Klotz, President

2. Roll Call

3. Confirmation of Agenda

4. Public Comments

Please see above regarding remote participation and public comments. Those wishing to address the Board should send an email to the Clerk of the Board by 1:00 p.m. on August 28, 2020 at gmorales@cvmvcd.org.

- 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.

5. Review of September 8, 2020 Draft Board Meeting Agenda

6. Update on District Operations – Jeremy Wittie, M.S., General Manager

7. Mutual Aid Agreement - Jeremy Wittie, M.S., General Manager

8. Thermal Lease - Jeremy Wittie, M.S., General Manager

9. 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.

10. 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 Organizations: California School Employees Association and Teamsters Local 911.

11. Trustee/Staff Comments

12. Confirmation of Next Meeting Date

13. Adjournment

Certification of Posting

I certify that on August 25, 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 August 25, 2020.

Graciela Morales, Clerk of the Board



Coachella Valley Mosquito
and
Vector Control District

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

Board of Trustees Meeting Via Zoom

Tuesday, September 8, 2020

6:00 p.m.

AGENDA

In the interest of maintaining appropriate social distancing and to comply with orders issued by Governor Newsom, the Board encourages the public to participate in this meeting via Zoom by calling 1-888-475-4499 (toll free), Meeting ID: 830 8156 4631 or click this link to join: <https://us02web.zoom.us/j/83081564631>. If you would like to comment on the agenda item or subject matter within the jurisdiction of the Board, please send an email to the Clerk of the Board by 3:30 p.m. on September 8, 2020 at gmorales@cvmvcd.org.

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 send an email to the Clerk of the Board by 3:30 p.m. on September 8, 2020 at gmorales@cvmvcd.org.

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. Approval of Resolution 2020-XX in recognition of Michael Martinez for his 25 years of service to the District – **Jeremy Wittie, MS, General Manager (Pg. X)**
- B. Approval of Resolution 2020-XX in recognition of Anita Jones for her 20 years of service to the District – **Jeremy Wittie, MS, General Manager (Pg. X)**
- C. Approval of Resolution 2020-XX in recognition of Arturo Gutierrez for his 25 years of service to the District – **Jeremy Wittie, MS, General Manager (Pg. X)**

8. **Board Reports**

- A. President's Report – **Franz De Klotz, President**
Executive Committee oral report and Minutes for August 28, 2020 meeting **(Pg. X)**
- D. Finance Committee – **Clive Weightman, Treasurer**
Finance Committee oral report and Minutes for July 14, 2020 meeting **(Pg. X)**

B. **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.

- C. Minutes for July 14, 2020 Board meeting **(Pg. X)**
- D. Approval of expenditures for July 11, 2020 to September XX, 2020 and Financial Reports **(Pg. X)**
- E. Informational Items:
 - Board Business Log **(Pg. X)**
 - IVM Program Presentations **(Pg. X)**

- Surveillance and Quality Control Department – **Jennifer A. Henke, M.S., Laboratory Manager**
- Operations Department – **Roberta Dieckmann, Operations Manager**
- Public Outreach Department – **Tammy Gordon, M.A., Public Information Officer**
- General Manager’s oral and/or written report and information, Q&A – **Jeremy Wittie, M.S., General Manager**

9. Old Business

A. Discussion and/or approval of Resolution 2020-XX, Adopting Employee Pay Schedule, in conformance with California Code of Regulations, Title 2, Sections 570.5 and 571 – **Crystal Moreno, M.S., Human Resources Specialist (Pg.X)**

10. New Business

A. Discussion and/or approval purchase two vehicles, in an amount not to exceed \$78,140.00 from fund 8415.13.300.000. Capital Replacement Budget – Budgeted; *Funds available* – **Edward Prendez, Information Technology Manager (Pg. XX)**

B. Discussion and/or approval to grant a day off to all full-time employees in appreciation of their work and dedication in protecting public health during the mosquito virus season - **Graciela Morales, Executive Assistant/Clerk of the Board (Pg. XX)**

C. Ratification of Side Letter to Memorandum of Understanding (MOU) between Coachella Valley Mosquito and Vector Control District and CSEA related to a one-year extension of the MOU and 2% base salary increase for FY 2020-2021, and approval of Resolution 2020-XX – **Jeremy Wittie, M.S., General Manager and Lena D. Wade, General Counsel (Pg. XX)**

D. Review and/or approval of mutual aid agreement with the Mosquito and Vector Control agencies of Southern California – **Jeremy Wittie, M.S., General Manager (Pg. XX)**

11. 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, Crystal Moreno, and David I'Anson.*

Employee Organizations: California School Employees Association and Teamsters Local 911.

12. 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.

13. 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.

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Certification of Posting

I certify that on September 4, 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 September 4, 2020.

Graciela Morales, Clerk of the Board

MUTUAL AID AGREEMENT FOR MOSQUITO AND VECTOR
CONTROL SERVICES

This Agreement is made and entered into by and between the mosquito and vector control agencies of Southern California that are signatory herein, on the ____day of _____ 2020.

RECITALS

WHEREAS, mosquitoes and other vectors can transmit disease and cause discomfort to humans and other animals;

WHEREAS, the California Legislature has recognized the risks of vector-borne diseases and has provided broad powers in the Mosquito Abatement and Vector Control District Law (hereinafter “Law”) set forth in California Health and Safety Code Section 2000 *et seq.*;

WHEREAS, the Act specifically provides the authority to enter into agreements with other public agencies to cooperate and take actions to carry out the purposes of the Act (§2044);

WHEREAS, the mosquitoes and the diseases that are transmitted by those mosquitoes and other vectors cross political boundaries;

WHEREAS, there is a need to have a mutual response agreement between agencies to allow joint efforts, cooperation and mutual assistance;

WHEREAS, a further purpose of this Agreement is to implement mutual response as part of any declaration of emergency that may be declared pursuant to the California Emergency Services Act, (California Government Code Section 8550 *et seq.*);

WHEREAS, the California Joint Powers Act (California Government Code Section 6550 *et seq.*) provides that two or more public agencies may jointly exercise any power common to the contracting parties (§6502); and

WHEREAS, the parties hereto desire to enter into this Agreement to cooperate and mutually assist each other when the need arises to combat mosquitoes and other vectors and to thereby prevent the spread of vector-borne diseases and discomfort.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. PURPOSE.

A. Purpose. The above recitals are adopted herein. A further purpose of this Agreement is to provide a framework for mutual aid and response and protocols that can be readily utilized in time of need.

B. No separate legal entity created. The parties do not intend to create a separate legal entity but to approve a working protocol that can be implemented and executed by administrative staff.

C. Definitions.

- i. Emergency- a natural or man-made event that causes concern with a public agency that is signatory to this Agreement that mosquitoes or other vectors may spread disease or discomfort beyond the area or capabilities that an agency can combat or abate using its own personnel and resources.
- ii. Authorized Official- an officer or employee of a public agency that is signatory to this Agreement that is authorized by the governing body of the public agency or its authorized executive or management officers to request or offer assistance under this Agreement.
- iii. Requesting Agency- the public agency requesting assistance under this Agreement.
- iv. Responding Agency- the agency responding to a request for assistance under this Agreement.
- v. Period of Assistance- the period of time during which a Responding Agency assists the Requesting Agency. The period commences after the request for assistance is received and the Responding Agency agrees to respond. It includes any call-up efforts, mobilization, and coverage arrangements, and includes the portal to portal costs of equipment, personnel and supplies utilized in the response. The period includes the demobilization costs upon return to the Responding Agency.

2. MUTUAL AID REQUEST AND RESPONSE.

A. Authorized Official. Each signatory agency shall designate an Authorized Official, and any alternates, and provide contact information necessary for 24-hour access for the signatory agencies.

B. Requests for Assistance. In the event of an Emergency, an Authorized Official of the Requesting Agency may request mutual aid and assistance from another signatory agency to this Agreement. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment and supplies shall be also transmitted in writing within 72 hours. Requests for assistance shall be made to the Authorized Official(s) of the Responding Agency(ies).

C. Response to a Request for Assistance. After a Responding Agency receives a request for assistance, the Authorized Official of the Responding Agency shall evaluate whether resources are available to respond to the request for assistance. Following the evaluation, the

Authorized Official of the Responding Agency shall inform, as soon as possible, the Requesting Agency whether it is willing and able to respond. If the Responding Agency is willing and able to provide assistance, the Responding Agency shall inform the Requesting Agency, in writing, about the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Agency's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Responding Agency receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources and willingness to respond. A Responding Agency's Authorized Official's decisions on the availability of resources and willingness to respond shall be a matter of his/her or the Responding Agency's sole discretion.

3. RESPONDING AGENCY PERSONNEL AND RESOURCES.

A. Control.

- i. Generally. Responding Agency personnel and resources shall remain under the direction and control of the Responding Agency. The Requesting Agency's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Agency.
- ii. NIMS or SEMS/Incident Command System. In cases where CAL OES becomes involved in federal or state emergencies, the signatory parties may be required to use the Incident Command System (ICS) as prescribed by the State's Standard Emergency Management System (SEMS) or the National Emergency Management System (NEMS).

B. Communication. The Requesting Agency shall provide the Responding Agency personnel with radio equipment as necessary, or radio frequency information to program existing radio, or other communication protocols in order to facilitate communications.

C. Status. Unless otherwise provided by law, the Responding Agency's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

D. License and Permits. To the extent permitted by law, Responding Agency personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

E. Right to Withdraw. The Responding Agency's Authorized Official retains the right to withdraw some or all of its personnel and/or resources at any time. Notice of intention to withdraw must be communicated to the Requesting Agency's Authorized Official as soon as possible.

4. COST REIMBURSEMENT.

A. Categories of Cost. Unless otherwise mutually agreed in whole or in part, the Requesting Agency shall reimburse the Responding Agency for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- i. Personnel – Responding Agency personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Agency designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Agency reimbursement to the Responding Agency must consider all personnel costs, including regular rate of pay as defined by the Fair Labor Standards Act, costs for fringe benefits, and indirect costs (e.g. cellular data usage, meals and travel) and an administrative overhead of 4% on salaries, hourly wages, costs for fringe benefits, and indirect costs. Expenses related to travel, hotel and meals; the parties agree to utilize the United States General Services Administration (GSA) Per Diem Rate structure as established annually on October 1 of each year by the GSA. Current Per Diem rate is located at the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Hourly rates for those agencies signatory to this agreement are included as Appendix # and are current as of the date of this agreement. These labor rates do not include the full burdened rate for each job classification and reimbursement shall include the fully burdened hourly rate for each classification providing assistance to the requestor agency at the time of request.

- ii. Equipment – The Requesting Agency shall reimburse the Responding Agency for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the California Department of Transportation's (CALTRANS) Labor Surcharge and Equipment Rental Rate Book. If a Responding Agency uses rates different from those in the CALTRANS Labor Surcharge and Equipment Rental Rate Book, the Responding Agency must provide such rates in writing to the Requesting Agency prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the CALTRANS Labor Surcharge and Equipment Rental Rate Book must be developed based on actual recovery of costs, plus 4% administrative overhead.

For equipment not included in the Caltrans Labor Surcharge and Equipment Rental Rate Book, the supplying agency shall provide a list of equipment and hourly rates prior to utilization of equipment. Equipment valued at \$3,500 or more is listed in Appendix #. Equipment valued under \$3,500 shall be assessed

an hourly rate commensurate with the value of the equipment but shall not exceed \$100/hour of use or day.

- iii. **Materials and Supplies** - The Requesting Agency must reimburse the Responding Agency in kind or at actual replacement cost, plus handling charges, for use of expendable or nonreturnable supplies. The Responding Agency must not charge direct fees or rental charges to the Requesting Agency for other supplies and reusable items that are returned to the Responding Agency in a clean, damage-free condition. Reusable supplies that are returned to the Responding Agency with damage must be treated as expendable supplies for purposes of cost reimbursement.

B. **Payment Period.** The Responding Agency must provide an itemized bill to the Requesting Agency for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Agency must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Agency must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the Wall Street Journal, plus two percent (2%) per annum.

5. DISPUTES.

Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation of it, including, but not limited to, alleged breach of the Agreement, shall be submitted to arbitration in Southern California, under the Arbitration Law of the State of California (California Code of Civil Procedure Section 1280 et seq.). Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties. The arbitration shall be conducted in the county of the responding party.

6. INSURANCE AND INDEMNIFICATION.

Responding Agency and Requesting Agency are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

Neither Responding Agency nor any officer, employee, agent or volunteer of Responding Agency shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of Requesting Agency or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by Requesting Agency or its contractors under this Agreement. It is also understood and agreed that, pursuant to Government Code section 895.4, Requesting Agency shall fully indemnify, defend (with counsel approved by Responding Agency) and hold Responding Agency and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of Requesting Agency or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by Requesting Agency or its contractors under this Agreement.

In the event Responding Agency and/or Requesting Agency is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, Responding Agency and/or Requesting Agency shall indemnify the other to the extent of its comparative fault.

Requesting Agency and Responding Agency agree to waive all rights of subrogation against each other. Furthermore, if the Responding Agency or Requesting Agency attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the Responding Agency or Requesting Agency agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

7. NOTICE.

A party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party to this Agreement shall provide prompt and timely written notice to the party who may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

8. INSURANCE.

The signatory parties shall each maintain insurance coverage that covers activities that it may undertake by virtue of this Agreement. The scope of the insurance coverage must include, at a minimum, coverage for employee faulty treatment or abatement efforts and other negligent acts, errors, or omissions and coverage for meeting the indemnity condition provided in Paragraph 6.

9. WITHDRAWAL.

A party may withdraw from this Agreement by providing written notice of its intent to withdraw to all other parties. Withdrawal takes effect after the Authorized Official receives notice. The indemnification and workers compensation provision shall survive withdrawal.

10. MODIFICATION.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties by a person with authority to sign.

11. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES.

This Agreement is for the sole benefit of the signatories below and no person or entity may have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.

13. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

14. EFFECTIVE DATE.

This Agreement shall become effective between the signatory parties upon two parties signing. The effective date of subsequent parties' agreements shall be the date of its respective signing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

NORTHWEST MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

DRAFT