



Coachella Valley Mosquito  
and  
Vector Control District

43420 Trader Place  
Indio, CA 92201  
Phone (760) 342-8287  
[www.cvmosquito.org](http://www.cvmosquito.org)

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## **Board of Trustees Meeting**

**Tuesday, October 8, 2019**

**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** – Doug Hassett, President
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Motion to Excuse Absences**
5. **Confirmation of Agenda**
6. **Public Comments**

#### **Public Comments**

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

**Non-Agenda Items:** Persons wishing to address the Board on subjects other than those scheduled 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 Board from taking action on a specific item until it appears on the agenda.

**Agenda Items:** Comments should be made when the agenda item is called. Each presentation is limited to no more than three minutes.

#### **7. Presentations**

- A. General Manager's Report – **Jeremy Wittie, M.S., General Manager**

- B. Integrated Vector Management Program Update – **Jennifer Henke, M.S., Laboratory Manager, Roberta Dieckmann, Interim Operations Manager, and Tammy Gordon, M.A., Public Information Officer.**

**8. Board Reports**

- A. President's Report – **President Hassett**
- Executive Committee Oral Report and Minutes for September 30, 2019 **(Pg. 5)**
- B. Finance Committee Oral Report – **Treasurer Clive Weightman**

**9. 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 September 10, 2019, Board Meeting **(Pg. 8)**
- B. Correspondence **(Pg. 14)**
- C. Approval of Expenditures for September 11, 2019 to October 8, 2019 **(Pg. 23)**
- D. Informational Items:
- Financials **(Pg. 24)**
  - District Travel **(Pg. 36)**
  - Board Business Log **(Pg. 38)**
  - Emergency Succession Plan for the General Manager **(Pg. 43)**

**10. Old Business**

- A. Discussion and/or approval to sign an MOU agreement between the City of Indio, Coachella Valley Association of Governments, and Coachella Valley Mosquito and Vector Control District to grant an easement for CV Link – **Jeremy Wittie, M.S., General Manager (Pg.48)**

**11. New Business**

- A. Approval of Resolution 2019-11 adopting the District's new Purchasing Policy – **David I'Anson, Administrative Finance Manager (Pg. 63)**
- B. Approval of Resolution 2019-12 adopting the District's Abatement Policy – **Jeremy Wittie, M.S., General Manager (Pg. 78)**

**12. Closed Session**

- A. **Closed Session:** Public Employee Performance Evaluation pursuant to Government Code Section 54957  
Title: General Manager

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

Agency Designated Representatives: Lena Wade, Anita Jones and David l'Anson  
Employee Organization: California School Employees Association

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

Agency Designated Representatives: Lena Wade, Anita Jones and David l'Anson  
Employee Organization: Teamsters Local 911

**13. 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.

**14. 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 October 4, 2019, 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 October 4, 2019.

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Graciela Morales, Clerk of the Board

## **SECTION**

**8**



# **BOARD REPORTS**

# COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

## Executive Committee Meeting Minutes

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**TIME:** 3:00 p.m. Monday, September 30, 2019

**LOCATION:** 43420 Trader Place, Indio, CA 92201

**TRUSTEES PRESENT:**

La Quinta	Doug Hassett	Indian Wells	Clive Weightman
County at Large	Franz De Klotz		

**ABSENT:**

Palm Desert	Doug Walker
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**OTHERS PRESENT:**

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

**1. Call to Order:** *President Hassett called the meeting to order at 3:05 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 Vice-President De Klotz, seconded by Treasurer Weightman, the agenda was approved as presented.*

**4. Public Comments:** *None*

**5. Review of Draft October 8, 2019 Board Meeting Agenda:** *The draft October Board meeting agenda was reviewed by the Committee. Changes to the agenda included adding Item 11B (Discussion and /or approval to use funds help with the Vector Control Joint Powers Agency to pay for the Thermal remediation project) to the October 8, 2019 Finance Committee agenda and revising the wording of an Informational Item.*

**6. Review of New Draft Purchasing Policy:** *The Purchasing System and Payment Procedure Overview documents were reviewed by the Committee. A revision to two of the Purchasing System tables was recommended.*

**7. Discussion of General Counsel Evaluation Process:** *The General Counsel Evaluation Process was discussed by the Committee. It was decided that an informal review would take place at the end of 2019 followed by a formal evaluation mid-year 2020.*

**8. Discussion of General Manager Evaluation Process:** *The General Manager evaluation process was discussed by the Committee. The evaluation process and form remains the same. Members were reminded the form would be submitted to them for completion in October 2019.*

**9. Brief Discussion of our Contingency Fund with the VCJPA:** *The contingency fund the District holds with the VCJPA was discussed by the Committee. Background information such as when the fund was established, the purpose, and the prudent balance which may be withdrawn to be used for specific allowable reasons was also reviewed. The Committee recommended adding this item to the October Finance meeting agenda.*

**10. Trustee/Staff Comments:** *None.*

**11. Confirmation of Next Meeting Date:** *The next Executive Committee Meeting was scheduled for Friday, November 1, 2019, at 3:00 p.m.*

**12. Adjournment:** *The meeting was adjourned by President Hassett at 3:50 p.m.*

## **SECTION**

**9**



# **ITEMS OF GENERAL CONSENT**

# COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

## Board of Trustees Meeting Minutes

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CALLED TO ORDER: 6:00 p.m. September 10, 2019

LOCATION: 43420 Trader Place, Indio, CA 92201

### TRUSTEES PRESENT:

PRESIDENT:	Doug Hassett	La Quinta
SECRETARY:	Doug Walker	Palm Desert
	Sergio Espericueta	Cathedral City
	Philip Bautista	Coachella
	Bito Larson	County at Large
	Gary Gardner	Desert Hot Springs
	Ben Guitron	Indio
	Dr. Doug Kunz	Palm Springs

### TRUSTEES ABSENT:

VICE PRESIDENT:	Franz De Klotz	County at Large
TREASURER:	Clive Weightman	Indian Wells
	Isaiah Hagerman	Rancho Mirage

### STAFF AND COUNSEL PRESENT:

Jeremy Wittie, General Manager  
Lena Wade, Legal Counsel, SBEMP  
Anita Jones, Human Resources Manager  
David I'Anson, Administrative Finance Manager  
Edward Prendez, Information Technology Manager  
Jennifer Henke, Laboratory Manager  
Tammy Gordon, Public Information Officer  
Roberta Dieckmann, Field Supervisor  
Oldembour Avalos, Field Supervisor  
Grace Morales, Clerk of the Board

1. **Call to Order:** *President Hassett called the meeting to order at 6:00 p.m.*
2. **Pledge of Allegiance:** *Trustee Dr. Doug Kunz led the Pledge of Allegiance.*
3. **Roll Call:** *Roll call indicated eight (8) Trustees out of eleven (11) were present.*
4. **Motion to Excuse Absences**



On motion from Trustee Guitron seconded by Trustee Gardner, and passed by unanimous vote, the Board of Trustees excused the absences of Trustees De Klotz, Hagerman, and Weightman.

**Ayes:** President Hassett, Trustees Bautista, Espericueta, Gardner, Guitron, Kunz, Larson, and Walker.

**Noes:** None.

**Abstained:** None.

**Absent:** Trustees De Klotz, Hagerman, and Weightman.

## **5. Confirmation of Agenda**

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

**Ayes:** President Hassett, Trustees Bautista, Espericueta, Gardner, Guitron, Kunz, Larson, and Walker.

**Noes:** None.

**Abstained:** None.

**Absent:** Trustees De Klotz, Hagerman, and Weightman.

**6. Closed Session Public Comments:** Mr. Brad Anderson stated if the closed session was regarding litigation to research the facts involved.

## **7. Closed Session**

- A. Conference with Legal Counsel – Potential litigation  
Significant exposure to litigation pursuant to § 54956.9(b): (1 potential case)

**8. Closed Session Report:** President Hassett announced there was no reportable action.

## **9. Public Comments:**

*Mr. Brad Anderson mentioned he had a warrant executed at his property and has corresponded with the General Manager and submitted a public records request. He stated he is disappointed with the District's performance and plans to record the public meetings in the near future.*

## 10. Presentations

### A. General Manager's Report

*Jeremy Wittie, M.S., General Manager reported on the elevated West Nile Virus season the District has experienced. Virus surveillance and the amounts of samples tested have significantly increased. In the area of control, he reported on the work Operations staff has done by completing area and ground missions that have required a lot of overtime hours. Community outreach activities have included over 300 direct contacts, many press releases and word of mouth outreach. Jeremy invited Trustees to attend the annual MVCAC meeting scheduled for January 2020 and the Spring Legislative Day meeting. Information regarding the Thermal facility remediation project, the District headquarters easement, branding, staff update, emergency succession plan and purchasing and abatement policies was also shared.*

### B. IVM Program Update

*Jennifer Henke, M.S., Laboratory Manager reported Intern Alexis Miranda had successfully completed his internship at the District. Her presentation focused on regional virus activity, the District's virus activity, and the District's risk assessment for virus transmission. Jennifer shared information of the current and past five years of West Nile virus (WNV) and Saint Louis encephalitis (SLEV) activity in California, followed by a comparison about the presence of WNV and SLEV in the Coachella Valley and Maricopa County in Arizona. Jennifer also explained the current year WNV positive mosquito samples compared to the last five years and the risk assessment levels. Information regarding SLEV samples compared to the last 4-year average and the risk level was also provided. Average *Ae. aegypti* per trap and city/area information was shared.*

*Roberta Dieckmann, Interim Operations Manager, presented information on enhanced surveillance, truck-mounted and aerial treatments in response to West Nile virus and SLE activity. She shared a summary of control efforts being conducted by Operations staff in many cities/areas of the Coachella Valley.*

*Tammy Gordon, M.A., Public Information Officer, shared information about the many outreach activities that took place over the summer in her department. Tammy said her efforts have been focused on social media outreach and City/neighborhood-level outreach. The impact of 'shares' and 'likes' on social media are enormous. The department has been busy promoting an opt-in subscribers campaign and has been successful. In the past three months, there were many presentations at camps, HOAs, health fair, clubs, and City Council meetings.*

## 11. Board Reports

**A. President's Report:** *President Hassett stated the Executive Committee had reviewed the draft Emergency Succession Plan, Abatement policy, and draft Board meeting agenda during the Executive meeting.*

**B. Finance Committee:** *Trustee Larson reported the Finance Committee met prior to the Board Meeting and they had reviewed the check register, financials, CalCard charges, Revenue and Expenditures, and Treasurer's Report. He also stated they are working to modifying reports to accommodate our needs. The Committee also reviewed larger than usual expenditures due to WNV operational needs the District's Purchasing Policy.*

## **12. 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 July 9, 2019, Board Meeting
- B. Correspondence
- C. Approval of Expenditures for July 10, 2019 to September 10, 2019
- D. Informational Items:
  - Financials
  - District Travel
  - Board Business Log
- E. Department Reports
- F. Approval of payment for testing of mosquito pooled samples to the Mosquito and Vector Control Association of California in an amount not to exceed \$8,000 from fund 9000.01.500.000 Contingency Expense – *Not Budgeted; Funds available* **Jennifer A. Henke, M.S., Laboratory Manager**
- G. Approval to surplus District-owned vehicles and workhorses through a third party government auction website – **Edward Prendez, Information Technology Manager**
- H. Approval to purchase larval mosquito control products in an amount not to exceed \$58,300 from fund 9000.01.500.00 Contingency Expense – **Jeremy Wittie, MS, General Manager**

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

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

Noes: None.

Abstained: None.

Absent: Trustees De Klotz, Hagerman, and Weightman.

### **13. Old Business**

A. Discussion and/or approval of refund in the amount of \$8,718.33 following revised benefit assessment for property having APN 745-360-003 owned by R-Bar-C Sand & Gravel, Inc. **Jeremy Wittie, M.S., General Manager**

*General Manager, Jeremy Wittie, M.S., gave a brief summary of the dispute the District received from the property owner last December in regards to the property's benefit assessment.*

*A discussion ensued regarding the matter. Some Board members recommended forming an ad hoc committee to assist with establishing a policy to address the concerns from Board members.*

*On motion from Trustee Walker (moved to approve on a one-time basis and pending the establishment of the policy), seconded by Trustee Guitron (motion adjusted to reflect his recommendation to not only form an ad hoc committee but also include administrative costs to the policy for future Board review) and passed by the following votes, the Board of Trustees approved item 13A.*

Ayes: President Hassett, Trustees Espericueta, Guitron, Kunz, and Walker.

Noes: Trustees Gardner, Bautista and Larson

Abstained: None.

Absent: Trustees De Klotz, Hagerman, and Weightman.

### **14. New Business**

A. 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, Clerk of the Board**

*Graciela Morales shared what has been a tradition in past years and asked the Board of Trustees to consider this item for approval.*

On motion from Trustee Guitron, seconded by Trustee Walker and passed by the following votes, the Board of Trustees reviewed and approved Item 14A.

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

Noes: None.

Abstained: None.

Absent: Trustees De Klotz, Hagerman, and Weightman.

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

*Trustee Walker suggested that Trustees take advantage of attending the MVCAC Annual meeting. Trustee Kunz said he has received great feedback from community members and appreciated the work of staff. Trustee Guitron commended staff for their dedication. Trustee Gardner mentioned an issue with an abandoned swimming pool and staff has proposed a cooperative agreement with the City. He would also like to see the benefit assessment appeal process/policy move forward and suggested perhaps counsel needed to be involved in drafting it or if it should be included as a future agenda item or ad hoc committee formation.*

### **16. Adjournment**

On motion from Trustee Walker, seconded by Trustee Guitron and passed by the following votes, the Board of Trustees moved to adjourn the meeting. President Hassett adjourned the meeting at 8:14 p.m.

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

Noes: None.

Abstained: None.

Absent: Trustees De Klotz, Hagerman, and Weightman.

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Doug Hassett  
President

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Doug Walker  
Secretary

**From:** Erica Frost  
**Sent:** Fri 9/6/2019 11:34 AM  
**To:** DistrictWideGroup  
**Subject:** Compliment

Good Afternoon Everyone!!

I received comments on a web request today in regards to a seasonal, **Jesse Mendez**, who gave great customer service to this resident. It read "I would like to take a moment to comment on the Service Tech. who came out to the property this past Tuesday, 09/03/19, he was very courteous, knowledgeable, and overall very professional. In all the years my family has lived here at this address, we never knew about the services we can get through you. I will be sure to share my experience with my neighbors. Thank you so much for the great service Derek S."

Great job Jesse!!! Keep up the great work!!

Erica V. Frost  
*Administrative Clerk*

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**From:** Eric Ortiz  
**Sent:** Fri 9/6/2019 4:17 PM  
**To:** DistrictWideGroup  
**Subject:** Resident Thanks

Hey ya'll,

I received a very pleasant call from Sherry who lives in Palm Springs. She and her neighbors wanted to let us all know that they are so **appreciative of the work we all do!** She says the helicopter spraying has helped tremendously. She is very allergic to mosquito bites and the work we do has been a life-saver. She only wishes more people were aware of our services.

Keep up the great work everyone and don't forget we are all doing good work here!

Eric Ortiz  
*Seasonal Vector Control Operator*

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**From:** Erica Frost  
**Sent:** Fri 9/10/2019 10:56 AM  
**To:** DistrictWideGroup  
**Subject:** Compliment

Good Morning;

I received a phone call from Mr. and Mrs. Fulmer today in regards to **Marisa Kelling**. They had a lot to say about her. I will share some of the things they said. "Marisa's work is unparalleled. She is a tremendous asset to your district. We just can't say enough about her. She is incredible and thorough, a true professional!" They went on to say that they have had 10,000 employees at one time and that if he knew that one of his employees were like her he would be a very happy man!" Mr. & Mrs. Fulmer went on to say that Marisa is one of a kind, she is very nice, has a great smile, answered all questions to their satisfaction. They both used the word "phenomenal" when describing Marisa.

Way to go Marisa! Thank you for always representing the district so very well

Erica V. Frost  
*Administrative Clerk*

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**From:** Eric Ortiz  
**Sent:** Fri 9/18/2019 12:24 PM  
**To:** DistrictWideGroup  
**Subject:** Compliment Call

Hey Everyone,

Just received a call from a resident named Charles. He wanted to express his gratitude to **the District and Jesse Mendez**. He stated Jesse was very knowledgeable and gave him a full walkthrough on the process. He stated Jesse was very well educated and had a very good demeanor. Furthermore, Charles wanted everyone to know that Jesse Mendez is a great face for the District!

Way to go, Jesse!

Eric Ortiz  
*Seasonal Vector Control Operator*

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**From:** Eric Ortiz  
**Sent:** Fri 9/20/2019 2:22 PM  
**To:** DistrictWideGroup  
**Subject:** Compliment Call

Hey ya'll,

I had an amazing call come in today from Carol of Palm Desert. She wanted to tell me about her great experience with **Jesse Mendez**. She said he was the nicest, most efficient young man she has ever met in her life! She said he was exceptional, hardworking and very well-spoken. She said she could praise him for hours!

Well done Jesse!  
Eric Ortiz  
*Seasonal Vector Control Operator*

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**From:** Tammy Gordon  
**Sent:** Mon 9/23/2019 2:05 PM  
**To:** DistrictWideGroup  
**Subject:** Compliment call

Good afternoon,

Barbara H. called me to compliment **Erica Frost**. She wanted us to know what a great job she had done explaining and how helpful she was. "Erica is a delightful person and people like that really deserve a raise."

Great job Erica, keep up the great work!

Tammy Gordon  
*Public Information Officer*

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September 10, 2019

Coachella Valley Mosquito and Vector Control District

43420 Trader Pl.

Indio, CA. 92201 - [www.cvmvcd.org](http://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 September 10, 2019 Item: 14.A (Incentivizing employee's)

Dear CVMVCD Trustees,

As a concern citizen of the Coachella Valley and having attended one of the CVMVCD Presidents appreciation luncheons. And having witness the grand scale and questionable public resources that were spent on not only providing paid time away from the duties of each employees job postions but the cost's related to the renting of the venue and food plus the service personnel and the gifts that were allotted to all that attended.

The CVMVCD Administration made an effort to mention the increased service that was delivered by it's current staff members for the seasonal work load that according to the CVMVCD was already suppress the current West Nile virus and helped achieve the districts mission. This type of request directed to the CVMVCD Board of Trustees should be made closer to the requested time off (December 2019). This would ensure that potentially the West Nile virus is suppressed, and then the CVMVCD administrators can take credit for performing their job duties (mission).

It's commendable that the CVMVCD would like to Incentivized it's employee's by providing a paid day off once a year. But providing a paid day off for all full time employees is financially unfair, all gifts made to every employee should be allotted in the same amount.

Please remember the Public Intrested outweighs the CVMVCD goal to Increase it's next year's budget.

Sincerely,

Brad Anderson | Rancho Mirage, CA.



September 10, 2019

Coachella Valley Mosquito and Vector Control District

43420 Trader Pl.

Indio, CA. 92201 - [www.cvmvcd.org](http://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 September 10, 2019 Item: 13.A (Revised Assessment)

Dear CVMVCD Trustees,

Please allow the revised assessment calculation to be granted by the CVMVCD Board of Trustees for the property owned by "R-Bar-C Sand & Gravel, Inc. (APN # 745-360-003).

Also please consider adding an agenda Item requesting that a time period of up to one year extension be added for last year's 2018 – 2019 Benefit Assessment time period to request a correction of the required benefit assessment to be reviewed by the CVMVCD. That time extension would help to illustrate that the CVMVCD has made mistakes and would be willing to do the right thing to help in correcting over payments. Please be aware that the above correction took over half a year to fix and because of the time delay has expired any and all other claims.

Sincerely,

Brad Anderson | Rancho Mirage, CA.

September 10, 2019

Coachella Valley Mosquito and Vector Control District

43420 Trader Pl.

Indio, CA. 92201 - [www.cvmvcd.org](http://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 September 10, 2019 Item: 12.H

Dear CVMVCD Trustees,

As a concern citizen of the Coachella Valley and once again seeing the Coachella Valley Mosquito and Vector Control District using it's public supplied resources to purchase additional chemicals from CVMVCD well known member's of the same private (non-public) organization (CA. Mosquito Association) without reviewing other potential suppliers for added cost saving for the CVMVCD is not in the best Intrested of the Coachella Valley Residents that fund that Special District.

The pre-planning that the CVMVCD Illustrates that they perform in their response plans. Such as their "enhanced emergency response plan" should of Included the resources that would be needed by the CVMVCD and there staff or outside agencies to use in the event that it was determined that the CVMVCD administrators were not capable of performing the CVMVCD mission to protect the Public. But the request to again add Chemical inventory shows that pre-planning of this CVMVCD administration has been dreadful. And using the term "Unrepresented" WNV activity (also was used for the CA. Mosquito Association) by it's current president (Mr. Wittie). Should have been easily predicted and prevented from ever becoming the threat that it's now become.

I applaud the CVMVCD for being able to apply two (2) different pesticides at the same time using the same equipment at the same applications rate and having both mosquito "knock-down" and of course only limited larval development control (if its effective?) And would hope all safety protocols are relayed to the general public it the treatment areas?

Please uphold the trust that people already expect that the CVMVCD would perform.

Sincerely,

Brad Anderson | Rancho Mirage, CA.

September 10, 2019

Coachella Valley Mosquito and Vector Control District

43420 Trader Pl.

Indio, CA. 92201 - [www.cvmvcd.org](http://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 September 10, 2019 Item: 12.B

Dear CVMVCD Trustees,

It was surprising and not unexpected to see the many correspondences that were collected in this months agenda (Board packet). I've made statements before in open session that all correspondences should be allowed to be enter into the official Public Record of the CVMVCD. But such a requests was not implemented and "only" favorable comments are allowed to be seen. After reviewing the retyped and edit "letters and phone calls" that were claimed to be received by CVMVCD staff members that only referred to employee's by their first names. It was noticed that the Public Information officer had two (2) questionable overly edited written statement. And of course the persons that supposedly wrote or phone in their comments are not completely Identified.

As a past employee of the CVMVCD, it was mentioned to me by my Supervisor(s) to request that the resident that district services were being rendered to be asked to contact the CVMVCD with a favorable opinion of my work. This action would help to ensure a better evaluation on my work by my supervisor. I was one of many employees that felt that the action of requesting the Public to contact the District to self promote oneself is unnecessary and unwarranted for a Public funded governmental agency to conduct.

Please be advised that incomplete correspondences are not creditable and true persons contacting the CVMVCD should expect to be Identified. In the future district staff could ask if the person would want to be subjected to being named? And instead of just using the employee's first name the CVMVCD could used their employee work number# to aid in identifying the right employee years into the future.

Sincerely,

Brad Anderson | Rancho Mirage, CA.



September 10, 2019

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201 - [www.cvmvcd.org](http://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 September 10, 2019 - Non-Agenda Public Comments

Dear CVMVCD Trustees,

Please be advised that the Coachella Valley Mosquito and Vector Control District General Manager has not responded to any of my request's to be heard on the matter of the CVMVCD missuse of the area wide Warrant to Inspect and Abate (2019) that was executed on my private property in the City of Rancho Mirage, CA. And furthermore the CVMVCD legal counsel has refused to produce CVMVCD records that were requested by me with regards to my own property.

Please hold your employee to the high standards that most people would believe that job position would command.

Sincerely,

Brad Anderson | Rancho Mirage, CA.

September 04, 2019

Coachella Valley Mosquito and Vector Control District (CVMVCD)

Attn: Clerk of the Board/Board of Trustees

43420 Trader Pl.

Indio, CA. 92201

(760) 342-8287 - [www.cvmvcd.org](http://www.cvmvcd.org)

Re: Written letter to be entered in to the Public record for the Finance Committee Meeting scheduled for the date of September 4, 2019 at the time of 10:30AM - agenda Item#8 (New Business - Discussion of District's purchases policy)

Dear CVMVCD Trustees,

Please be advised that any change in the now current CVMVCD Purchasing policy will invite and accommodate grater opportunity for theft and or fraud to be orchestrated against Public resources. The limits on public agency's for proper uses of Public resources has been allowed to become established at it's current levels for the CVMVCD. The proposed 400% Increase that would be controlled by the sole discretion of the CVMVCD General Manager or designee(s) has very little need to exist with the now current CVMVCD general purchases and with the ability to easily request Board of Trustees approval at their Monthly meeting.

To clarify the need not to grant any Increase to the now current CVMVCD Purchasing policy. The CVMVCD (Special District) has City's and County Appointees as Board members (Trustees). And the CVMVCD General Manager being a employee of the CVMVCD is only accountable to the Trustees (Not the Residents of the Coachella Valley). Which Illustrate that the CVMVCD Public resources has few safe guards to stop or slow misuses of this Mosquito district's internal operations. And the Resident's of the CVMVCD service areas have no direct representation to an elected official that would be held responsible for the CVMVCD activities.

Having had reviewed CVMVCD ledgers (Purchases) that the CVMVCD had to obtain board of Trustees approval. It's worth noting that a purchase was classified as professional Attoney fees for Internal employee's Investigations from previous retained Investigators that were known to the CVMVCD. And having reviewed several Invoices (Purchases) that were at or under the now establish district allowed purchased amount of \$5000. Again noting that those purchases were for CVMVCD employee Investigation and a non-wage pay-out (employee resignation). This CVMVCD activity of using Public monies for the Increasing forced remover of it's employee's and having retained CVMVCD known Investigation firm and their associate repeatedly raises concerns of the already allowed purchased amount and of course the potential continue Influences to accommodate repeat business of the

CVMVCD, that would potential encourage bias (known and maybe unconsciously) by the companies that are associated with the CVMVCD. And this type of activity that already exists at the CVMVCD will potential Increase and or have higher rates of Public resources used inappropriately.

Please do not entertain the notion of allowing the potential misuse of greater amounts of Public resources to the CVMVCD General Manager that has demonstrated poor performance and judgement with employment matters and Public Health and safety in the Coachella Valley. And the Trustees would not be better shielded from accountability by allowing the CVMVCD General Manager to have the authority to act on behalf of the CVMVCD board of Trustees by allowing larger amounts of the Public resources to be allocated by a non-elected employee of the Coachella Valley Mosquito and Vector Control of Indio, CA.

Thank you,

Brad Anderson

Rancho Mirage, CA.

# Coachella Valley Mosquito and Vector Control District

Checks Issued for the Period of:

September 11 - October 4, 2019

Check No	Payable To	Description	Check Amount	Total Amount
	Payroll Disbursement	September 20, 2019	188,651.58	
	Payroll Disbursement	October 4, 2019	190,718.72	
				<b>379,370.30</b>
<b>Pre-Approved Expenditures:</b>				
42585	Frontier Communications-Internet	Internet Service 9/25 - 10/24/2019	456.84	
42586	Frontier Communications-Toll/POTS	Landline Services 9/28 - 10/27/2019	177.07	
42587	Imperial Irrigation District	Electric Bill 8/6 - 9/3/2019	1,538.69	
42588	Valley Sanitary District	Annual Sewer Service	4,695.00	
42589	Verizon Connect	June Monthly Service	1,102.00	
42590	Verizon Wireless	District Cell Phone 8/08 - 9/7/2019	2,122.47	
42591	CalPERS Healthcare Acct	Healthcare Premiums - October	70,310.22	
42592	CalPERS - Retirement Acct	Retirement Contributions: 8/18 - 9/14 2019 PP (Classic & PEPR Plan)	51,279.27	
42593	ICMA Retirement Trust	Deferred Compensation Contributions	18,043.68	
42594	Principal Life Insurance Co.	Dental & Life Ins Premiums: October 2019	10,024.60	
42595	Standard Insurance Company	LTD Insurance Premiums: October 2019	2,840.57	
42596	Vision Service Plan (CA)	Vision Insurance Premiums: October 2019	896.54	
<b>Cash - First Foundation Bank Checking</b>				<b>163,486.95</b>
<b>Cash - First Foundation Bank Checking</b>				
42511 - 42550		Unused checks		
42551	Adapco, Inc.	Chemical Control	69,212.98	
42552	Advance Imaging Systems	Contract Services	430.29	
42553	Airgas Safety Inc.	Dry Ice	1,208.98	
42554	Albourn & Associates LLC	Professional Fees	250.20	
42555	CarQuest Auto Parts	Equipment Parts & Supplies	148.82	
42556	Cintas Corporation #3	Uniform Expense	1,323.81	
42557	Consolidated Electrical Distributors, Inc.	Repair & Maintenance	230.46	
42558	C&R Wellness Works	Employee Assistance Services	315.00	
42559	CSI Ceja Security Intl.	Security Patrol Services	975.00	
42560	Daniel's Tire Service	Tire Services	1,715.33	
42561	Department of Toxic Substances Control	Permits, Licenses and Fees	150.00	
42562	Desert Electric Supply	Repair & Maintenance	92.99	
42563	Dudek & Associates	Professional Fees	4,000.00	
42564	Employee Relations Inc.	Recruitment/Advertising	305.55	
42565	Gempler's Inc.	Safety Expense	160.41	
42566	Glazcon Industries, Inc.	Repair & Maintenance	665.74	
42567	Inland Power Equipment Co.	Equipment Parts and Supplies	39.10	
42568	JP Tree Care	Repair & Maintenance	4,999.00	
42569	Kwik Kleen Of The Desert	Offsite Vehicle Maintenance & Repair	154.00	
42570	Liebert Cassidy Whitmore	Attorney Fees	234.00	
42571	MAAS Companies, Inc.	Professional Fees	165.00	
42572	Onyx Paving Company, Inc.	Thermal Facility Remediation Fund	103,835.00	
42573	Praxair Distribution, Inc.	Cylinder Rentals	48.89	
42574	Rutan & Tucker, LLP	Attorney Fees	126.75	
42575	Salton Sea Air Service	Aerial Application	30,700.00	
42576	Seton Identification Products	Repair & Maintenance	96.51	
42577	SoCo Group Inc., The	Fuel	6,877.04	
42578	TCI Thermal Combustion Innovators, Inc.	Operating Supplies	337.14	
42579	Univar USA, Inc.	Chemical Control	112,812.81	
42580	UPS	Postage	52.50	
42581	Valley Lock & Safe	Repair & Maintenance	1,158.73	
42582	Vector-Borne Disease Account	Professional Development	420.00	
42583	Waterlogic Americas LLC	Employee Support	213.15	
42584	US Bank	CalCard Statement 9/2019	209,702.12	
<b>Cash - First Foundation Bank Check Run Total to be Approved</b>				<b>553,157.30</b>
<b>Total Expenditures: September 11 - October 4, 2019</b>				<b>1,096,014.55</b>

Doug Hassett, President

Franz De Klotz, Vice President

Coachella Valley Mosquito and Vector Control District  
FINANCES AT A GLANCE  
ALL FUNDS COMBINED  
For the Month Ended September 30, 2019

	Beginning of the Month	Change During the Month	End of the Month
INVESTMENTS	10,537,751	(731,519)	9,806,232
CASH	137,579	23,322	160,901
INVESTMENTS & CASH	10,675,329	(708,196)	9,967,133
CURRENT ASSETS	2,035,640	(6,963)	2,028,677
FIXED ASSETS	10,624,757	-	10,624,757
OTHER ASSETS	4,942,438	-	4,942,438
TOTAL ASSETS	28,278,165	(715,160)	27,563,005
TOTAL LIABILITIES	5,449,116	0	5,449,116
TOTAL DISTRICT EQUITY	22,755,305	(641,416)	22,113,889
TOTAL LIABILITIES & EQUITY	28,204,421	(641,416)	27,563,005
RECEIPTS		\$ 26,356	
CASH DISBURSEMENTS			
Payroll	\$ 376,621		
General Admin	\$ 357,939		
Total Cash Disbursements		\$ (734,560)	
NON-CASH ENTRIES:		\$ (6,956)	
Accrual Modifications -			
Changes in A/P, A/R & Pre-paid insurance			
Change during Month - Excess of Cash over Receipts & Non-Cash Adjustments		\$ (715,160)	



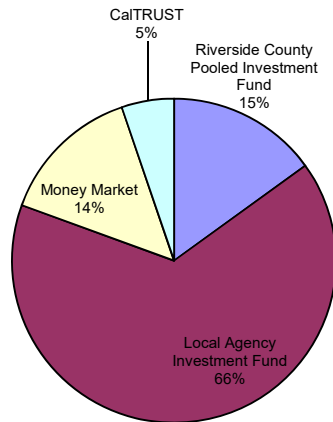
CVMVCD  
Cash Journal - deposits  
From 9/1/2019 Through 9/30/2019

Effective Date	Transaction Description	Deposits	Payee/Recipient Name
9/3/2019	Benefit Assessment	110.54	Riverside County
9/3/2019	September Receipts - Calcard Rebate	2,703.08	US Bank
9/3/2019	September Receipts - Recycling Refund	83.00	R & N Pallet
9/25/2019	September Receipts	3,088.22	Syngenta Corp Protection LLC
9/30/2019	September Receipts - Bank Interest	109.97	First Foundation Bank
9/30/2019	September Receipts - County Interest	<u>20,261.14</u>	Riverside County
Report Total		<u>26,355.95</u>	

**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT  
INVESTMENT FUND BALANCES AS OF SEPTEMBER 30, 2019**

INSTITUTION	IDENTIFICATION	Issue Date	Maturity Date	YIELD	General Fund	Thermal Capital Fund	Capital Equipment Replacement Fund	Capital Facility Replacement Fund	BALANCE
	<b>Investment Fund Balance</b>				5,941,072	485,696	1,527,175	1,852,289	\$ 9,806,232
LAIF	Common Investments			2.29%	3,893,742	318,322	1,000,901	1,213,979	\$ 6,426,944
Riverside County	Funds 51105 & 51115			2.23%	892,646	72,976	229,458	278,306	\$ 1,473,386
CalTRUST	Medium Term Fund			2.00%	310,076	25,349	79,706	96,675	\$ 511,806
First Foundation	Market Rate			0.25%	844,608	69,049	217,110	263,329	\$ 1,394,095
	<b>Total Investments</b>				5,941,072	485,696	1,527,175	1,852,289	<b>\$ 9,806,232</b>

**PORTFOLIO COMPOSITION AS OF SEPTEMBER 30, 2019  
WEIGHTED YIELD 1.98%**



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 9/1/2019 Through 9/30/2019

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
<b>Revenues</b>									
4000 Property Tax - Current Secured	3,825,113	0	0	0	0	0	0	(3,825,113)	(100)%
4010 Property Tax - Curr. Supplmntl	45,034	0	0	0	0	0	0	(45,034)	(100)%
4020 Property Tax - Curr. Unsecured	170,237	151,702	0	(151,702)	151,702	0	(151,702)	(170,237)	(100)%
4030 Homeowners Tax Relief	42,209	0	0	0	0	0	0	(42,209)	(100)%
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	0	0	0	0	0	0	(4,478,852)	(100)%
4520 Interest Income - LAIF/CDs	200,000	50,000	9,695	(40,305)	50,000	20,371	(29,629)	(190,305)	(95)%
4530 Other Miscellaneous Receipts	63,000	15,750	19,712	3,962	5,250	14,622	9,372	(43,288)	(69)%
4551 Benefit Assessment Income	2,147,755	0	0	0	0	0	0	(2,147,755)	(100)%
Total Revenues	11,008,397	217,452	29,407	(188,045)	206,952	34,993	(171,958)	(10,978,990)	(100)%
<b>Expenditures</b>									
<b>Payroll Expenses</b>									
5101 Payroll - FT	4,848,777	1,212,194	956,157	256,038	404,065	174,048	230,017	3,892,621	80 %
5102 Payroll Seasonal	205,140	51,285	59,646	(8,361)	17,095	10,984	6,111	145,494	71 %
5103 Temporary Services	6,900	1,725	6,900	(5,175)	575	6,900	(6,325)	0	0 %
5105 Payroll - Overtime Expense	18,700	4,675	9,673	(4,998)	1,558	454	1,105	9,027	48 %
5150 CalPERS State Retirement	1,221,020	873,556	789,600	83,956	38,607	68,128	(29,521)	431,420	35 %
5155 Social Security Expense	304,643	76,161	64,792	11,368	25,387	11,469	13,918	239,850	79 %
5165 Medicare Expense	71,247	17,812	16,318	1,493	5,937	2,774	3,163	54,929	77 %
5170 Cafeteria Plan	1,093,206	273,302	275,983	(2,682)	91,101	96,390	(5,289)	817,223	75 %
5172 Retiree Healthcare	352,420	88,105	11,175	76,930	29,368	6,989	22,379	341,245	97 %
5180 Deferred Compensation	105,231	26,308	6,347	19,961	8,769	31,587	(22,818)	98,884	94 %
5195 Unemployment Insurance	32,066	8,017	2,883	5,134	2,672	617	2,055	29,184	91 %
Total Payroll Expenses	8,259,352	2,633,139	2,199,475	433,664	625,135	410,341	214,794	6,059,877	73 %
<b>Administrative Expenses</b>									
5250 Tuition Reimbursement	15,000	3,750	2,284	1,466	1,250	1,085	165	12,716	85 %
5300 Employee Incentive	10,000	2,500	0	2,500	833	0	833	10,000	100 %
5301 Employee Support	3,500	875	812	63	292	213	79	2,688	77 %
5302 Wellness	600	150	185	(35)	50	0	50	415	69 %
5305 Employee Assistance Program	3,500	875	1,251	(376)	292	315	(23)	2,249	64 %

CVMVCD  
Statement of Revenue and Expenditures  
From 9/1/2019 Through 9/30/2019

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
6000 Property & Liability Insurance	114,911	35,228	35,569	(341)	11,743	11,856	(114)	79,342	69 %
6001 Workers' Compensation Insurance	180,303	56,326	56,295	31	18,775	18,765	10	124,008	69 %
6050 Dues & Memberships	28,500	24,253	18,565	5,687	418	160	258	9,935	35 %
6060 Reproduction & Printing	26,750	6,687	1,342	5,345	2,229	339	1,891	25,408	95 %
6065 Recruitment/Advertising	7,000	1,750	3,095	(1,345)	583	1,004	(421)	3,905	56 %
6070 Office Supplies	19,200	4,800	4,499	301	1,600	870	730	14,701	77 %
6075 Postage	5,500	1,375	1,199	176	458	1,052	(593)	4,301	78 %
6080 Computer & Network Systems	5,000	1,250	2,138	(888)	417	1,646	(1,229)	2,862	57 %
6085 Bank Service Charges	120	30	0	30	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	13,125	16,192	(3,067)	4,375	13,623	(9,248)	36,308	69 %
6100 Attorney Fees	49,000	12,250	13,781	(1,531)	4,083	5,403	(1,319)	35,219	72 %
6106 HR Risk Management	4,500	1,125	5,625	(4,500)	375	0	375	(1,125)	(25)%
6110 Conference Expense	53,500	10,600	625	9,975	3,533	0	3,533	52,875	99 %
6115 In-Lieu	13,200	3,300	19,778	(16,478)	1,100	1,100	0	(6,578)	(50)%
6120 Trustee Support	4,800	1,200	762	438	400	370	30	4,038	84 %
6200 Meetings Expense	4,620	1,155	602	553	385	216	169	4,018	87 %
6210 Promotion & Education	26,500	6,625	2,165	4,460	2,208	305	1,903	24,335	92 %
6220 Public Outreach Advertising	45,000	11,250	1,482	9,768	3,750	119	3,631	43,518	97 %
6500 Benefit Assessment Expenses	96,000	8,000	6,738	1,263	0	0	0	89,263	93 %
<b>Total Administrative Expenses</b>	770,704	209,679	197,271	12,407	59,160	58,440	719	573,433	74 %
<b>Utilities</b>									
6400 Utilities	105,000	26,250	37,431	(11,181)	8,750	12,055	(3,305)	67,569	64 %
6410 Telecommunications	11,000	2,750	5,254	(2,504)	917	165	752	5,746	52 %
<b>Total Utilities</b>	116,000	29,000	42,685	(13,685)	9,667	12,220	(2,553)	73,315	63 %
<b>Operating</b>									
7000 Uniform Expense	30,500	7,775	8,037	(262)	2,525	2,411	114	22,463	74 %
7050 Safety Expense	25,000	6,250	3,871	2,379	2,083	1,239	844	21,129	85 %
7100 Physican Fees	5,000	1,250	1,205	45	417	1,025	(608)	3,795	76 %
7150 IT Communications	40,000	10,000	6,370	3,630	3,333	1,576	1,757	33,630	84 %
7200 Household Supplies	4,000	1,000	666	334	333	0	333	3,334	83 %
7300 Repair & Maintenance	42,000	10,500	17,664	(7,164)	3,500	8,835	(5,335)	24,336	58 %
7310 Maintenance & Calibration	7,800	1,950	0	1,950	650	0	650	7,800	100 %
7350 Permits, Licenses & Fees	21,750	5,438	1,052	4,385	1,813	246	1,567	20,698	95 %
7400 Vehicle Parts & Supplies	39,600	9,900	10,690	(790)	3,300	4,342	(1,042)	28,910	73 %

CVMVCD  
Statement of Revenue and Expenditures  
From 9/1/2019 Through 9/30/2019

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
7420 Offsite Vehicle Maint & Repair	17,000	4,250	7,460	(3,210)	1,417	4,029	(2,612)	9,540	56 %
7450 Equipment Parts & Supplies	15,500	3,875	5,201	(1,326)	1,292	2,188	(896)	10,299	66 %
7500 Small Tools Furniture & Equip	1,700	425	216	209	142	1	141	1,484	87 %
7550 Lab Supplies & Expense	36,500	9,125	6,281	2,844	3,042	1,833	1,208	30,219	83 %
7570 Aerial Pool Surveillance	25,000	6,250	54	6,196	2,083	54	2,029	24,946	100 %
7575 Surveillance	52,000	13,000	20,156	(7,156)	4,333	4,563	(230)	31,844	61 %
7600 Staff Training	87,250	21,813	14,882	6,930	7,271	0	7,271	72,368	83 %
7650 Equipment Rental	1,000	250	2,952	(2,702)	83	0	83	(1,952)	(195)%
7675 Contract Services	154,800	38,700	26,886	11,814	12,900	14,076	(1,176)	127,914	83 %
7700 Motor Fuel & Oils	80,200	20,050	32,117	(12,067)	6,683	6,805	(122)	48,083	60 %
7750 Field Supplies	9,400	2,350	3,959	(1,609)	783	592	192	5,441	58 %
7800 Control Products	785,000	196,250	274,995	(78,745)	65,417	127,261	(61,844)	510,005	65 %
7850 Aerial Applications	124,500	31,125	111,800	(80,675)	10,375	13,050	(2,675)	12,700	10 %
8415 Capital Outlay	53,300	13,325	22,466	(9,141)	4,442	17,926	(13,484)	30,834	58 %
8510 Research Projects	150,000	0	0	0	0	0	0	150,000	100 %
9000 Contingency Expense	150,000	37,500	7,940	29,560	12,500	7,940	4,560	142,060	95 %
<b>Total Operating</b>	1,958,800	452,350	586,919	(134,569)	150,717	219,990	(69,274)	1,371,881	70 %
<b>Contribution to Capital Reserves</b>									
8900 Transfer to other funds	503,547	125,887	125,887	0	41,962	41,962	0	377,660	75 %
<b>Total Contribution to Capital Reserves</b>	503,547	125,887	125,887	0	41,962	41,962	0	377,660	75 %
<b>Total Expenditures</b>	11,608,403	3,450,055	3,152,237	297,817	886,640	742,954	143,686	8,456,165	73 %
<b>Net revenue over/(under) expenditures</b>	(600,006)	(3,232,603)	(3,122,831)	109,772	(679,688)	(707,960)			

**CVMVCD**  
Balance Sheet  
As of 9/30/2019

		<b>Current Year</b>
<hr/>		
Assets		
Cash and Investments		
1000	Cash - Investments	9,806,232.12
1016	Petty Cash	500.00
1017	Petty Cash Checking	1,500.00
1025	First Foundation - General	29,444.02
1026	First Foundation - Payroll	129,456.63
	Total Cash and Investments	<hr/> 9,967,132.77
Current Assets		
1050	Accounts Receivable	139,504.30
1085	Inventory	510,872.04
1168	Prepaid Insurance	290,676.28
1169	Deposits	1,087,624.00
	Total Current Assets	<hr/> 2,028,676.62
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	<hr/> 10,624,757.37
Other Assets		
1520	Resources to Be Provided	3,514,102.32
1525	Deferred Outflows of Resources	1,115,916.00
1530	Deferred Outflows of Resources - OPEB	312,420.00
1900	Due to/from	0.03
	Total Other Assets	<hr/> 4,942,438.35
	Total Assets	<hr/> <hr/> 27,563,005.11
Liabilities		
Short-term Liabilities		
Accounts Payable		
2015	Credit Card Payable	199,509.89
2020	Accounts Payable	67,465.62
2030	Accrued Payroll	0.06
2040	Payroll Taxes Payable	0.08
2185	Employee Dues	0.04

**CVMVCD**  
Balance Sheet  
As of 9/30/2019

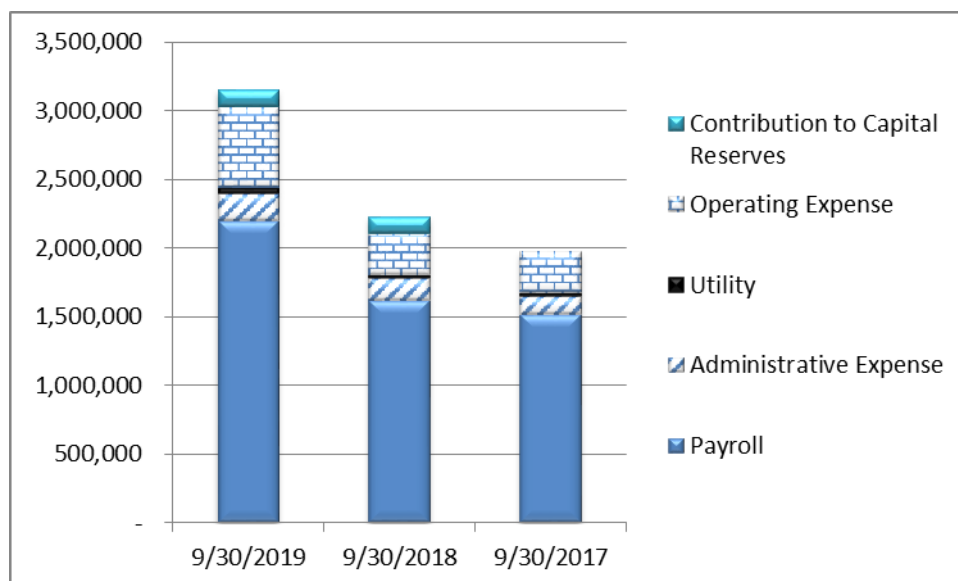
		<b>Current Year</b>
		<hr/>
	Total Accounts Payable	266,975.69
	Total Short-term Liabilities	266,975.69
	Long-term Liabilities	
2100	Pollution Remediation Obligation	2,100,000.00
2200	Net Pension Liability	1,585,309.00
2210	Deferred Inflows of Resources	91,874.00
2300	Net OPEB Liability	715,923.00
2500	Compensated Absences Payable	689,034.56
	Total Long-term Liabilities	5,182,140.56
	Total Liabilities	5,449,116.25
		<hr/>
	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	
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	
		(3,016,520.60)
	Total Current YTD Net Income	(3,016,520.60)
	Total Fund Balance	22,113,888.86
		<hr/>
	Total Liabilities and Net Assets	27,563,005.11
		<hr/>

## FINANCE

The financial reports show the preliminary balance sheet, receipts, and the revenue and expenditure reports for the month ending September 30, 2019. The revenue and expenditure report shows that the operating budget expenditure for July 1, 2019 to September 30, 2019 is \$3,152,237; total revenue is \$29,407 resulting in excess revenue over (under) expenditure for the year to September 30, 2019 of (\$3,122,830).

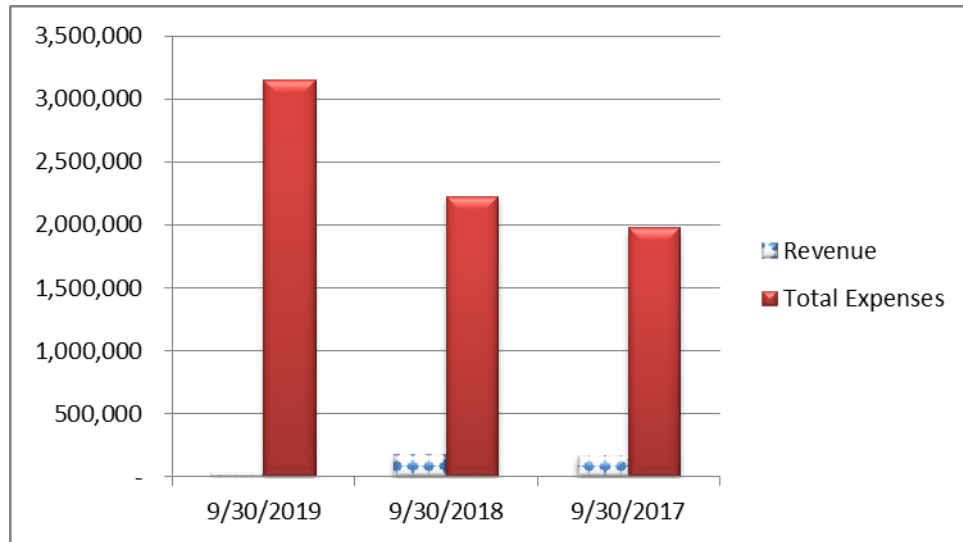
### THREE YEAR FINANCIALS

	9/30/2019	9/30/2018	9/30/2017
<b>Total Revenue</b>	<b>29,407</b>	<b>170,882</b>	<b>162,267</b>
Expenses			
Payroll	2,199,475	1,615,008	1,520,225
Administrative Expense	197,271	164,140	128,761
Utility	42,685	22,550	26,359
Operating Expense	586,919	304,892	298,047
Contribution to Capital Reserves	125,887	120,653	
<b>Total Expenses</b>	<b>3,152,237</b>	<b>2,227,243</b>	<b>1,973,392</b>
<b>Profit (Loss)</b>	<b>(3,122,830)</b>	<b>(2,056,361)</b>	<b>(1,811,125)</b>



**Figure 1 Three Year Expenditure**

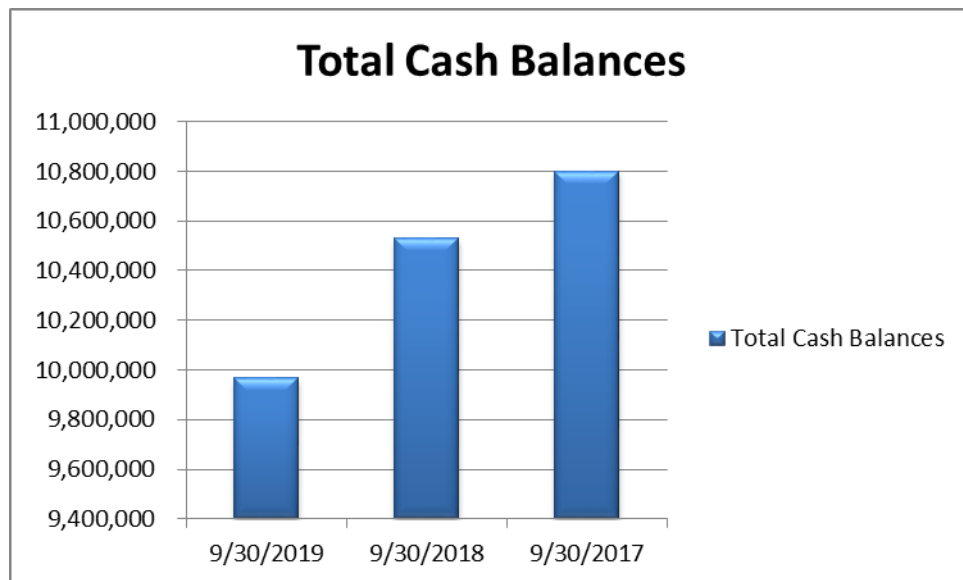




**Figure 2 Three Year Revenue & Expenditure**

### THREE YEAR CASH BALANCE

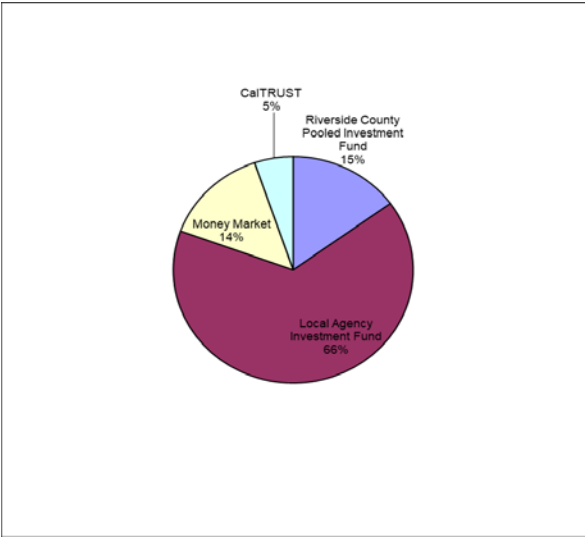
CASH BALANCES	9/30/2019	9/30/2018	9/30/2017
Investment Balance	9,806,232	10,423,469	10,633,418
Checking Accounting	29,444	22,237	55,792
Payroll Account	129,457	83,403	110,482
Petty Cash	2,000	2,000	2,000
<b>TOTAL CASH BALANCES</b>	<b>9,967,133</b>	<b>10,531,109</b>	<b>10,801,692</b>



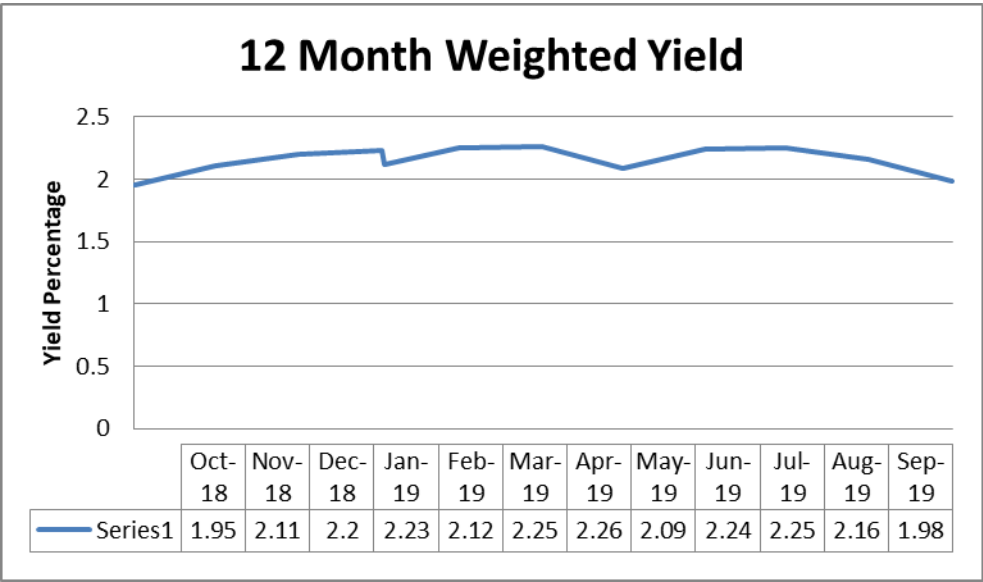
**Figure 3 Cash Balances**

**DISTRICT INVESTMENT PORTFOLIO 9/30/2019**

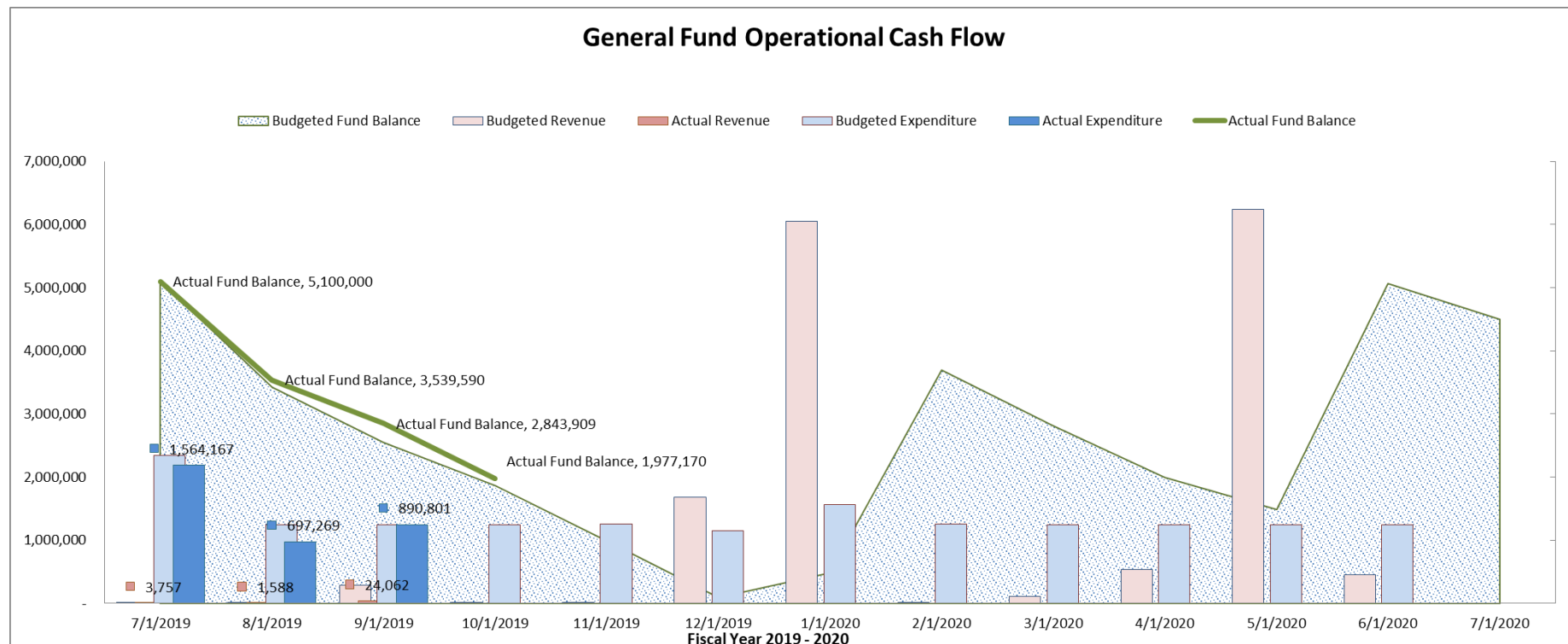
The District’s investment fund balance for the period ending September 30, 2019 is \$9,806,232. The portfolio composition is shown in the pie chart. Local Agency Investment Fund (LAIF) accounts for 66% of the District’s investments; the Riverside County Pooled Investment Fund is 15% of the total. The LAIF yield for the end of December was 2.29% and the Riverside County Pooled Investment Fund was 2.23%; this gives an overall weighted yield for District investments of 1.98%.



**Figure 4 Investment Portfolio 9-30-19**




**Figure 5 District Investments Weighted Yield**



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 September 30, 2019 of \$29,407 minus total Expenditure of \$3.15 million is \$2.0 million. For planning purposes the District is within budget, showing expenditure is lower than budgeted. Revenue is lower than budgeted, this is due to the property taxes current unsecured (estimated to be \$151,702), normally received in September will be distributed from the County to the District in October. As long as the green line stays out of the shaded area the District is within budget.

	<p align="center"><b>Coachella Valley Mosquito and Vector Control District</b></p> <p align="center"><b>Staff Report</b></p>	<p align="center"><b>October 8, 2019</b></p>
<p><b>Agenda Item:</b> Informational Item</p> <p>District Travel and Training Opportunities– <b>Grace Morales, Executive Assistant/Clerk of the Board</b></p>		
<p><b>Background:</b></p> <p><b>January 26-29, 2020: Mosquito and Vector Control Association of California (San Diego, CA)</b>  The annual MVCAC Conference provides quality public information, comprehensive mosquito and vector-borne disease surveillance, training to high professional standards, and effective legislative advocacy on behalf of California mosquito and vector control districts. MVCAC promotes cost effective methods of mosquito and vector control as a means to protect public health and safety. MVCAC actively promotes the safe and effective use of public health pesticides. MVCAC does this through legislative advocacy, public education and media relations.  <b>Requests to attend must be made by the November 2019 Board Meeting.</b></p> <p><i>The following are conferences and meetings that are currently scheduled to be attended:</i></p> <p><b>MVCAC Fall Meeting – October 29-30, 2019:</b></p> <ul style="list-style-type: none"> <li>• Jeremy Wittie, General Manager</li> <li>• Jennifer Henke, Laboratory Manager</li> <li>• Kim Hung, Vector Ecologist</li> <li>• Roberta Dieckmann, Interim Operations Manager</li> <li>• Tammy Gordon, Public Information Officer</li> </ul> <p><b>CSDA Clerk of the Board Conference – November 12-14, 2019:</b></p> <ul style="list-style-type: none"> <li>• Graciela Morales, Executive Assistant/Clerk of the Board</li> </ul>		
<p align="center"><b>On Demand Webinars Offered Through CSDA.net</b></p>		
<p><b>Description</b></p>	<p><b>Cost</b></p>	
<p><b>Good Governance</b>  <i>Every board wants to govern well. It's about serving the public well. This course offers the perspective of a seasoned decision maker and consultant that will make you consider best practices of good governance for special districts; what your role is and what it is not, where the lines get drawn, and</i></p>	<p>\$55.00</p>	

<p><i>where to be careful. This course is meant to provide best practices for all board members both new and experienced.</i></p>	
<p><b>Keeping up the Brown Act</b>  <i>Public agency board members must understand the complex public meeting and transparency laws established by the Brown Act. In this workshop, we will walk through practical scenarios to identify the common pitfalls, and best practices, in Brown Act compliance.</i></p>	<p>\$55.00</p>

### Board Business Status Log 2019

Board Action Item / Description		Month	Status	Comment
<b>Agreements</b>				
	New General Counsel Agreement	January	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	Retainer \$4,000/ Month for all general counsel legal services; excluding litigation
	Approval of General Manager Employment Agreement Amendment	January	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	2% COLA; Special Merit Pay 3.5%
	Cleaning Services Agreement with CleanExcel	January	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Service Agreement with Salton Sea Aerial Services	February	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Public Works Contract with MAAS Companies for Project Manager Services for the Thermal Facility Asphalt Paving Project	February	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with Palm Springs Air Conditioning for Installation of Dehumidifiers Salton Sea	March	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with Willdan Financial for Engineering Services in Connection with the District's Benefit Assessment	March	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with Ceja International Security	March	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with Cintas through a US Communities Purchasing Alliance Contract for Uniform Service	May	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with NSWC, Johnson Controls, and Zaretsky to Complete the Laboratory's Exhaust Fan	May	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	

	Replacement Project			
	Agreement with Onyx for Asphalt Repair Services of the District Headquarters	May	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with Onyx for Paving and Landscaping Project at the Thermal Facility	June	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Agreement with Health Career Connection for Intern for the Laboratory Department	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
<b>Policies</b>				
<b>Purchases Range = \$5k to \$10K</b>				
	Donation to the AMCA Research Foundation	June	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
<b>Purchases Greater than \$10K</b>				
	Supplies for Arbovirus Testing (ThermoFisher)	January	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Four Cushman 800x Gas Powered Carts	February	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Annual Renewal of Abila, MIP Fund Accounting, Maintenance and Support	May	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Purchase (1) One 2019 ARGO Frontier Amphibious Tract Vehicle	May	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	Ordered and tentative arrival date 10/11
	Purchase of Additional Control Products for FY18-19	June	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Purchase of Supplies for Arbovirus Testing from ThermoFisher Scientific	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	

	Purchase One Super Duty Mist Sprayer for Area Wide Larvicide Applications	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Purchase of Additional Control Products for FY18-19	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Purchase Control Products From the Lowest Responsible Bidders or Sole-Source Providers	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Purchase Control Products From the Lowest Responsible Bidders or Sole-Source Providers	September	In Progress <input checked="" type="checkbox"/> Completed <input type="checkbox"/>	
<b>Resolutions</b>				
	Resolution 2019-01 Adopting Employee Pay Schedule	February	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-02 In Recognition of Ramon Gonzalez's 25 Years of Service to the District Employee Pay Schedule	March	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-03 Designating the Week of April 21-27, 2019, as Mosquito Awareness Week	March	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-04 Adopting the 2019 CVMVCD Mosquito-borne Virus Surveillance and Emergency Response Plan	May	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	



	Resolution 2019-05 In Recognition of Carlos Hernandez 25 Years of Service to the District Employee Pay Schedule	June	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-06 Approving FY 2019-20 Budget	June	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-07 Intention to Levy Assessments for FY 2019-20	June	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-08 Approving Engineer's Report, Confirming Diagram and Assessment, and Ordering the Levy of Assessments for Fiscal Year 2019-20	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-09, Authorizing Attendance of Professional Development Conferences and Meetings by Members of The Board of Trustees and Employees of the District for Fiscal Year 2019-2020	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Resolution 2019-10, Adopting Employee Pay Schedule	July	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
<b>Other</b>				
	Chromebooks for Trustees	January	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	Chromebooks for Trustees for Board packet and other District use
	Approval of the New District Logo	February	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	

	Surplus Sale of One, 2,000 Gallon Decommissioned Above Ground Tank	February	In Progress <input checked="" type="checkbox"/> Completed <input type="checkbox"/>	
	Warrant Extension	February	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	Refund in the amount of \$8,718.33 following revised benefit assessment for property having APN 745-360-003	September	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	
	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	September	In Progress <input type="checkbox"/> Completed <input checked="" type="checkbox"/>	

## (YEAR) CVMVCD EMERGENCY SUCCESSION PLAN

### Procedure to Follow in the Event of an Unplanned Absence of the General Manager

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In order to ensure the continuous coverage of executive duties critical to the ongoing operations of the Coachella Valley Mosquito and Vector Control District (District), the following procedure has been established.

#### **Definitions**

- *Temporary Absence:* An unexpected absence in which it is expected that the General Manager will return to the position once the event precipitating the absence is resolved.
  - *Short-Term Absence:* More than two weeks, but less than two months in duration.
  - *Long-Term Absence:* More than two months in duration.
- *Permanent Unplanned Absence:* Arises unexpectedly and is known that the General Manager will not return to duty.
- *Standing Appointee:* Management employee designated by General Manager to serve as the Acting General Manager in the unexpected absence of the incumbent.
- *Back-Up Appointee:* In the event the designated Standing Appointee is unable to serve in that capacity, the Back-up Appointee will serve as the Acting General Manager.

#### **Annual Designation of Standing Appointee and Back-up Appointee**

Each year by January 1, the General Manager will identify and designate a Standing Appointee. The Standing Appointee will have the skills and abilities to serve in the capacity of Acting General Manager during an unplanned absence of the current General Manager.

#### **General Manager designates as Standing Appointee: (Name, Title)**

The General Manager will also identify and designate a Back-Up Appointee. The Back-up Appointee will have the skills and abilities to serve in the capacity of Acting General Manager during an unplanned absence of the current General Manager only if the Standing Appointee is unable to serve in that capacity.

**General Manager designates as Back-up Appointee: (Name, Title)**

If both, the Standing Appointee and the Back-Up Appointee are unable to carry out their assignment for any reason, the Executive Assistant/Clerk of the Board shall notify the President of the Board of Trustees and Human Resources Manager.

**Temporary Absence Procedure**

*In the event of a temporary absence of the General Manager, the Executive Assistant/Clerk of the Board shall immediately notify the President of the Board of Trustees (Board) of the absence.*

*A. Short-Term Temporary Absence*

1. In the event of an unplanned short-term absence, the management team will have the responsibility of ensuring the District's operations continue.
2. Each manager has the authority to make and carry out decisions within their respective areas of responsibility.
3. The Standing Appointee will serve in the role of Lead Manager.
4. The decision about when the absent General Manager returns to lead the District should be determined by the Human Resources Manager and the Board President. They will decide a mutually agreed upon schedule and start date. A reduced schedule for a set period of time can be allowed, by approval of the Board President, with the intention of working the way up to a full-time commitment.

*B. Long-Term Temporary Absence*

1. In the event of an unplanned long-term absence, the Executive Assistant/Clerk of the Board will notify the *Standing Appointee* of their duty to serve as Acting General Manager.
2. If the Standing Appointee is unable to serve in the capacity of Acting General Manager, the Executive Assistant/Clerk of the Board will notify the *Back-up Appointee* of their duty to serve in the capacity of Acting General Manager.
3. The person appointed as Acting General Manager shall work closely and regularly communicate with the President of the Board.

4. The Executive Committee, on behalf of the Board, will have responsibility for monitoring the work of the Acting General Manager.
5. The General Manager will maintain communication (if able) with both the Board President and the District's Human Resources Manager to provide an expected date of return to duty.
6. Upon return of the General Manager, the Acting General Manager will report important matters that took place during the absence to ensure the General Manager is fully informed and up to date.
7. The decision about when the absent General Manager returns to lead the District should be determined by the Human Resources Manager and the Board President. They will decide a mutually agreed upon schedule and start date. A reduced schedule for a set period of time can be allowed, by approval of the Board President, with the intention of working the way up to a full-time commitment.

### **Permanent Un-Planned Absence Procedure**

1. In the event of a permanent un-planned absence of the General Manager; the first five actions outlined under Long-Term absence will be followed.
2. The President of the Board of Trustees shall call a Special Meeting and work with legal counsel and human resources staff to create an action plan to permanently fill the position of General Manager.

### **Catastrophic Loss Prevention Measure**

From time to time the General Manager, Standing Appointee designee, and Back-up Appointee designee may attend an offsite meeting together. In order to prevent a sudden catastrophic loss of these three key leadership positions while traveling, no more than two of the three positions should take the same vehicle or form of transportation to attend the meeting.

### **Annual Review and Update of Plan**

The General Manager shall review this Emergency Succession Plan each year to update, if needed, the Standing Appointee and/or Back-up Appointee previously assigned to serve in those roles.

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Jeremy Wittie, M.S.  
General Manager


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Date

# **SECTION 10**



# **OLD BUSINESS**

	<p><b>Coachella Valley Mosquito and Vector Control District</b></p> <p><b>Staff Report</b></p>	<p><b>October 8, 2019</b></p>
<p><b>Agenda Item:</b> Old Business</p> <p>Discussion and/or approval to sign an MOU jointly between the Coachella Valley Association of Governments (CVAG), the City of Indio (City), and Coachella Valley Mosquito and Vector Control District (District) to grant the easement for CV Link – <b>Ad Hoc Property Committee and Jeremy Wittie, M.S., General Manager</b></p>		
<p><b>Background:</b></p> <p>At the November 13, 2018 District Board meeting, CVAG staff presented an update on CV Link, a multi-modal pathway across the Coachella Valley that is designed to provide safe access and connectivity for pedestrians, bicyclists, and low-speed electrical vehicles. CVAG needs to construct an access point for CV Link on part of the Coachella Valley Mosquito Vector Control District’s vacant property that is east to the District headquarters.</p> <p>At said meeting, CVAG presented three options for the access point and requested an easement from the District to construct an access point for CV Link. The District’s Board members generally preferred an option that located the easement furthest away from the District’s main campus so as not to hinder any potential expansion of the District’s headquarters. The District also authorized the General Manager to negotiate some form of agreement with CVAG.</p> <p>Based on discussions with CVAG and City staff, consultation with the District’s Legal counsel and the discovery of several issues surrounding the District’s owned vacant land it was decided that an ad hoc Property Committee would be formed to look into the matter in depth and decide what to do.</p> <p>The ad hoc Property Committee and CVMVCD staff met with the City and CVAG staff on August 2, 2019 to discuss options available. After a thorough discussion, the Committee agreed to move forward with drafting an MOU for future recommendation to the full Board of Trustees as proposed by both the City of Indio and CVAG, with changes as follows:</p>		



1. Grant easement to City which will then be City- owned property; *current draft of MOU changes this to granting CVAG the easement directly and is part of a three party MOU rather, The District, City of Indio, and CVAG.*
2. Select Easement - option 3 as proposed by CVAG; access directly off street and onto levee; requiring a retaining wall.
3. The District is required to offer to dedicate the District Streets to the City and the City is required to accept the offer of dedication of the District Streets as public rights-of-way.
4. The parties agree that the Public Access Easement shall be recorded concurrently with the City's acceptance of the offer of dedication and receipt of funding from CVAG.
5. If and when the vacant property is sold by the District, the new owners will be required to complete the customary remaining improvements on the District Streets, which include, but not limited to, the installation of sidewalks, placement of survey monuments, repair of existing improvements (concrete curb and gutter, etc.) as required by a covenant running with the vacant land
6. CVAG will remove the concrete stand pipes currently located on the proposed easement. CVAG will also be responsible for the installation of a retaining wall and fence and absorb all costs associated with these
7. The City of Indio agrees to waive City/recording fees and to also waive the requirements of performance or payment bonds.
8. The City will work with the District to revert the street name to Trader Place and replace signage.

The General Manager received a draft MOU from the City in September. Since then, the General Manager has worked with the District's legal counsel to make needed changes to the MOU. The items noted above are the most substantial items so far. The MOU is still currently being reviewed by the City and CVAG attorneys and it is expected to be finalized in the coming weeks. We do not believe there are items of significant importance to add or change the current proposed terms of the MOU.

**Staff Recommendation:**

That the Board of Trustees take whatever action deemed necessary.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF INDIO, THE  
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AND THE  
COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

This Memorandum of Understanding (“**MOU**”) is dated \_\_\_\_\_, 2019 (“Effective Date”), and is by and among the City of Indio, a municipal corporation (“**Indio**” or “**the City**”), the Coachella Valley Association of Governments, a joint powers authority (“**CVAG**”) and the Coachella Valley Mosquito and Vector Control District, a special district, (“**District**”). Indio, CVAG and District may be collectively referred to herein as “**Parties**.”

**RECITALS**

A. The District is the owner of certain real property located in the City of Indio with Assessor Parcel Numbers 610-070-025 and 610-070-002 and as further depicted in Exhibit “A” (“**District Property**” or “**Property**”). In 1998, the District received approval for Parcel Map No. 28725 for the subdivision of the District Property; however, the District never recorded a final map for the District Property.

B. A portion of the Property is improved with the District’s offices and maintenance facilities. The remainder of the Property is vacant and improved with certain rights-of-way known as Trader Place and Oleander Avenue and are further delineated in Exhibit “A” (collectively the “**District Streets**”). Because the District never recorded a final map, these segments of Trader Place and Oleander Avenue were never dedicated to or accepted by the City.

C. CVAG is implementing a segment of an alternative transportation project known as “**CV Link**” within the boundaries of the City. CV Link is a 50-mile path that will ultimately link the Coachella Valley from Palm Springs to the Salton Sea. Along the path, there are access points connecting the CV Link path to public streets. The City has learned that an access easement is needed to connect CV Link to Trader Place in the City. That portion of Trader Place, however, was never dedicated to the City and remains property of the District.

D. In order to facilitate the implementation of the CV Link segment in the City, the Parties have agreed to work together through this MOU to facilitate a public access easement on the District’s Property between the CV Link pathway and Trader Place (“**Easement**” or “**Public Access Easement**”), in the form attached hereto as Exhibit “B”. The proposed Easement shall be granted directly to CVAG.

E. In order to connect the CV Link pathway to City streets via the Easement, the District is required to offer to dedicate the District Streets to the City and the City is required to accept the offer of dedication of the District Streets as public rights-of-way.

F. The Parties agree to take all actions necessary to accomplish the purposes described in the above Recitals.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Memorandum of Understanding, and other good and valuable consideration the receipt

and sufficiency of which is acknowledged by each of the Parties, the Parties hereby agree as follows:

**Section 1. Incorporation of Recitals.** The recitals set forth above and hereby incorporated and made a part of this MOU.

**Section 2. Public Access Easement.**

A. Subject to the obligations of the Parties set forth herein, District hereby grants to CVAG and CVAG's successors and assigns the Public Access Easement.

B. The Parties agree that the Public Access Easement shall be recorded concurrently with the City's acceptance of the offer of dedication and receipt of funding described in Section 7.

C. CVAG shall construct a fence similar in construction and design to the fence that is currently surrounding the improved portion of the District Property to separate the Public Access Easement property from the remaining District Property. District will provide its cooperation to enable the construction of the fence by CVAG, including providing access to the District Property. The Parties have discretion to determine the mechanics of the installation of the fence (i.e. the timing of installation, etc.). CVAG will be solely responsible for all costs associated with the construction of the fence.

**Section 3. Retaining Wall and Standpipes.** CVAG, at its sole cost and expense, will remove the concrete standpipes that are shown on Exhibit D and install a retaining wall upon the District Property contemporaneously with the construction of the fence. The design of the retaining wall will be submitted in advance by CVAG to the District for approval. The District will have fifteen (15) business days to comment on the design and CVAG will reasonably accommodate any structural, aesthetic or other concerns that the District may have. If the District does not submit written comments to CVAG within this period, then the design will be deemed approved.

**Section 4. Subdivision of Existing Parcel.** The Parties understand that it is the intent of the District to file an application with the City of Indio for the subdivision of the District Property by a parcel map ("Parcel Map"). The City shall review and approve the Parcel Map in expeditiously and in good faith. The District desires to subdivide the District Property so that the improved portion with the District's offices and maintenance facilities becomes its own separate legal lot ("New District Parcel") and the remainder of the District Property that is vacant and contains the District Streets becomes its own separate legal lot or lots, as determined by District ("Remainder Property") and becomes available for sale prior to the installation of improvements called for in Section 5 and without the necessity of posting payment or performance bonds provided that lien contracts on the Remainder Property as allowed by the Subdivision Map Act are granted to the City in the Covenant, as defined below.

**Section 5. Remainder Property Improvements.** The District shall include in any purchase and sale agreement for the Remainder Property a provision that any proposed purchaser, or its successors and assigns, is required to complete the customary remaining

improvements on the District Streets, which includes but are not limited to, the installation of sidewalks, placement of survey monuments, repair of existing improvements (concrete curb and gutter, etc.) (collectively “Street Improvements”), as required by a covenant running with the land (“Covenant”) to be placed on the Remainder Property so that any subsequent purchaser, or its successors and assigns, is obligated to perform the Street Improvements.

The District shall provide to the City the proposed Covenant to be attached to the purchase and sale agreement for its review and approval prior to the approval of the Parcel Map and a detailed list of the required Street Improvements prepared by the City Engineer and the time-frame for the completion of said improvements which shall be immediately prior to the issuance of a building permit. Upon completion of the Street Improvements, the City shall provide the owner of the Remainder Property with a certificate of completion and record an unconditional release of the Covenant.

**Section 6. Covenant and Conditions.** In order to effectuate the intent and purpose of Section 5 of this MOU, the District agrees to cooperate with the City to cause to be recorded on the Remainder Property the Covenant at the time of recording the final Parcel Map.. In addition, as part of the approval of the Parcel Map, the City shall cause to be placed a condition to effectuate the intent and purpose of Section 5 of this MOU with regard to the Street Improvements requirement. The District agrees it may not take any action to contest such condition so long as it is consistent with this Agreement.

**Section 7. Dedication of District Streets.**

A. The District shall take all actions necessary to dedicate the District Streets to the City for the City’s acceptance. The City shall cause the acceptance of the District Streets in conformance with applicable state laws concurrent with recordation of the Public Access Easement.

B. Concurrent with the City’s acceptance of the offer of dedication, CVAG shall provide to City the sum of Ninety Thousand Dollars (\$90,000) to be used by the City for upfront needed maintenance improvements to the District Streets (i.e. grind and overlay). The City shall not be obligated to accept the District Streets until the funding from CVAG has been received.

**Section 8. Waiver of Recording Fees.** The City agrees to waive any City and recording fees related to the dedication of the District Streets and the City’s acceptance of said streets.

**Section 9. Renaming of Street.** The City agrees to assist the District with renaming or ensuring that the street on which its offices and maintenance facilities are located is named Trader Place, to the extent that the street naming process allows. Such process includes the review and approval by the Police and Fire Departments to ensure that public safety response is not compromised. Generally street names are approved as part of the filing for a final map and therefore, this may be part of the conditions placed on the approvals for the proposed subdivision application.

**Section 10. Cooperation of Parties.** The District and City hereby authorize their respective officers (i.e. General Manager for the District and City Manager for the City) to take

all acts necessary to implement the terms of this MOU including the authority to execute all documents necessary to complete the transactions contemplated herein.

**Section 11. Term of MOU.** The term of this MOU shall commence on the date first written above and shall terminate when all of the Parties' respective obligations hereunder have been performed.

**Section 12. Legally Binding Obligations.** Upon execution of this MOU, the Parties understand and agree that the obligations hereunder shall be deemed to create legally binding obligations.

**Section 13. Time of the Essence.** Time is of the essence regarding this MOU.

**Section 14. Authority.** Each signatory of this MOU represents that they are duly authorized to execute this MOU on behalf of the Party for which such signatory executes this MOU. Each Party represents that it has the appropriate legal authority to enter into this MOU and to perform all obligations under this MOU.

**Section 15. Jurisdiction and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of Riverside, California.

**Section 16. Construction and Interpretation.** This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

**Section 17. Entire Agreement.** This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any and all prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

**Section 18. Successors and Assigns.** This MOU shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this MOU. No Party may assign its interests in or obligations under this MOU without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

**Section 19. Remedies Not Exclusive.** No remedy conferred by any of the specific provisions of this MOU is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

**Section 20. Waivers.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

**Section 21. Compliance with Law.** In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

**Section 22. Notices.** All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU. Notice shall be deemed to have been duly given and received on: (i) the date of service if served personally on the Party to whom notice is to be given at the address or addresses as provided below, (ii) the first day after mailing, if mailed or dispatched by Federal Express, United States Express Mail, or other similar overnight courier service, postage prepaid and addressed as provided below, or (iii) the third (3rd) business day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To Indio: City of Indio  
City Manager  
100 Civic Center Mall  
Indio, California 92201

To District: Coachella Valley Mosquito and Vector Control District  
General Manager  
43420 Trader Place  
Indio, California 92201

To CVAG: Coachella Valley Association of Governments  
General Manager  
73710 Fred Waring Dr. #200,  
Palm Desert, CA 92260

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

**INDIO:**

CITY OF INDIO

By: \_\_\_\_\_  
Mark Scott, City Manager

ATTEST:

By: \_\_\_\_\_  
Cynthia Hernandez, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

**DISTRICT:**

COACHELLA VALLEY MOSQUITO  
AND VECTOR CONTROL DISTRICT

By: \_\_\_\_\_  
Jeremy Wittie, M.S, General Manager

ATTEST:

By: \_\_\_\_\_  
Graciela Morales, District Clerk of the  
Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lena D. Wade, Esq. District General  
Counsel

**CVAG:**

COACHELLA VALLEY ASSOCIATION  
OF GOVERNMENTS

By: \_\_\_\_\_  
Tom Kirk, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Best Best & Krieger LLP

DRAFT



**EXHIBIT “A”**

**DISTRICT PROPERTY**

(Attached.)

DRAFT

## EXHIBIT "B"

Recording requested by and when  
recorded, return to:

Coachella Valley Association  
Of Governments  
Attn: Martin Magana  
73-710 Fred Waring Drive  
Palm Desert, CA 92260

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APN(s): 610-070-025 and 610-070-002 (portions)

No recording fee per Government Code § 6103  
No Documentary Transfer Tax per Revenue and  
Taxation Code § 11922

### **EASEMENT DEED**

(CV Link Multi-Modal Transportation Corridor Project)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, a special district (hereinafter referred to as "Grantor") does hereby grant to the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, a joint powers authority created under the laws of the State of California (hereinafter referred to as "Grantee"), it successors and assigns, a perpetual exclusive easement and right of way for a multipurpose public path ("Project"), including riding, walking, jogging, running, biking, electric vehicles and similar uses in, on, over and across that portion of Grantor's property ("Grantor's Property") that is legally described in Attachment "A", which is attached hereto and by this reference incorporated herein, and graphically depicted on Attachment "B", which is attached hereto and by this reference incorporated herein (collectively, the "Easement"). The Easement is subject to the following terms and conditions:

1. The purpose of the Project and the Easement is to (i) foster mobility within the Coachella Valley, (ii) promote public health and wellness through exercise and the use of different modes of transportation, (iii) ensure public safety by providing a dedicated path for such modes of transportation, (iv) enhance mobility and accessibility for disadvantaged individuals, and (v) provide environmental benefits such as improved air quality and reduced carbon emissions from the use of different modes of transportation.

2. The Easement will include the right of Grantee to access, construct and maintain a paved path within the area described on Attachment B, as well as utility installations, lighting, rest areas, exercise stations and such other facilities as are reasonable or desirable for the public use of the Project. Grantee shall be solely responsible for the construction, operation, maintenance and use of the Project facilities within the area described on Attachment B.

3. (a) In consideration of the grant of the Easement, Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its directors, officers, employees, agents, successors and assigns (the "Indemnified Parties") from and against all "Damages," as defined in sub-section (c) below, that may be imposed on, incurred by, or asserted against the Indemnified Parties as a result of (i) any damage to Grantor's Property as a result of the activities of Grantee or any invitee, including Desert Healthcare District, while present on the Easement or the Property or in connection with the construction and installation of the Project; (ii) any negligent act or omission of Grantee, its employees, agents and contractors, occurring on or about the Grantor's Property; or (iii) any claim by a member of the public that alleges that such party incurred Damages while making use of the Project or the Grantor's Property, including without limitation, damage to personal property or any death or bodily injury. The foregoing indemnity will not apply to the extent that Damages were caused by (x) an affirmative act of the Indemnified Parties that is negligent and was the proximate cause of an injury; or (y) the intentional misconduct of the Indemnified Parties. Furthermore, it is not intended that any third party have the right to claim it is a beneficiary of the indemnity obligations of Grantee hereunder.

(b) If any of the Indemnified Parties have sovereign immunity or immunity as a public agency, including Grantee, with respect to any claim for Damages alleged by a third party, then the indemnity obligation of Grantee will be limited to asserting such immunity from claims in cooperation with the Indemnified Parties pursuant to sub-section (d) below and in no event will this indemnity be interpreted as a waiver or release of such immunity.

(c) As used herein, "Damages" shall mean all actual and direct liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability.

(d) Promptly following receipt of any written claim or legal proceeding asserted by a person or entity who is not a party to this Easement Deed (a "Third-Party Claim"), the Indemnified Parties shall notify Grantee of such claim in writing. Grantee shall have a period of 30 days (or such lesser period as may be required to timely respond to a Third-Party Claim) following the receipt of such notice to assume the defense thereof and Grantee shall thereafter undertake and diligently pursue the defense of the Third-Party Claim. Grantee shall reimburse Indemnified Parties for any legal expense reasonably incurred by Indemnified Parties to timely respond to a Third-Party Claim prior to Grantee assuming the defense thereof. Grantee shall not consent to entry of judgment or enter into any settlement agreement, without the consent of the Indemnified Parties, that does not include a complete and unconditional release of the Indemnified Parties or that imposes injunctive or other equitable relief against the Indemnified Parties. The Indemnified Parties shall be entitled to participate in, but not control, the defense thereof, with counsel of their choice and at their own expense. If Grantee fails to assume and diligently pursue the defense of such Third-Party Claim, the Indemnified Parties may defend against such Third-Party Claim in such manner as they may deem appropriate, including without limitation settlement thereof on such terms as the Indemnified Parties may deem

appropriate, and to pursue such remedies as may be available to the Indemnified Parties against Grantee. Notwithstanding the foregoing, the Indemnified Parties shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of Grantee, that does not include a complete and unconditional release of Grantee.

4. Grantee shall maintain commercial general liability insurance or with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Grantee shall submit to District a valid certificate of insurance in favor of District, its Board, officers, agents, employees and volunteers at all times.

5. Grantee will have the right to grant a non-exclusive easement to Desert Healthcare District for the use of the Easement for the purpose of using the Easement for public access related to public health and wellness. In addition to any rights that Grantee may have at law or equity to enforce the terms of this Easement, in the event that Grantee fails to enforce the terms of this Easement as necessary for public benefit and use of the Project, then the public agencies and entities that have provided funding for the Project as of the date of this Easement Deed shall have the right, individually or collectively, to enforce the provisions of this Easement Deed for the benefit of the public.

6. Grantee shall be obligated to maintain the Easement at all times in a clean and improved condition and used solely for the purposes set forth herein, and shall not allow the property to fall into neglect or disrepair, failing which shall cause the Easement to be terminated and of no further force or effect, with full right, title and interest restored to Grantor.

*[signature page follows]*

Grantor hereby executes this Deed of Easement as of the date set forth below.

Date: \_\_\_\_\_

GRANTOR:

COACHELLA VALLEY MOSQUITO AND  
VECTOR CONTROL DISTRICT, A SPECIAL  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA       }  
COUNTY OF RIVERSIDE    }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

# **SECTION**

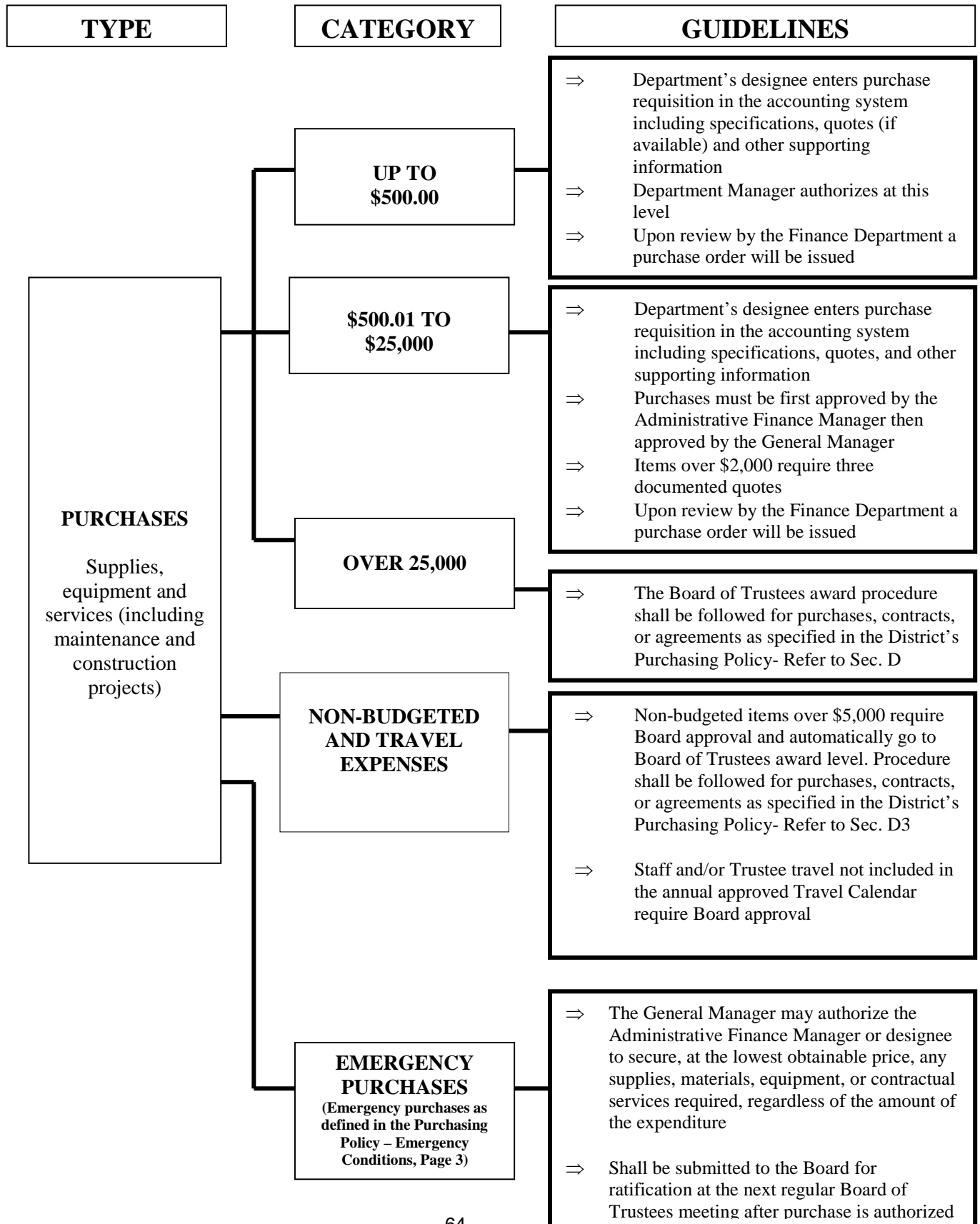
**11**



# **NEW BUSINESS**

	<p style="text-align: center;"><b>Coachella Valley Mosquito and Vector Control District</b></p> <p style="text-align: center;"><b>Staff Report</b></p>	<p style="text-align: center;"><b>October 8, 2019</b></p>
<p><b>Agenda Item:</b> New Business</p> <p>Approval of Resolution 2019-11 adopting the District's new Purchasing Policy and Guidelines – <b>David I'Anson, Administrative Finance Manager</b></p>		
<p><b>Background:</b></p> <p>The District adopted the current Purchasing Policy and Guidelines in 2010 to establish efficient procedures for the procurement and purchase of supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases.</p> <p>In an effort to increase the efficiency of the District's day-to-day business practices, the Board of Trustees have considered increasing the General Manager's contracting and purchasing authority from \$5,000 to \$25,000 for the procurement of goods and services for the District.</p> <p>The new Purchasing Policy and Guidelines supersedes prior policies and shall govern the District's purchasing function. The Policy and Guidelines has been edited (1) to provide for the General Manager's contracting authority of \$25,000 for the procurement of goods and services for the District, and (2) to make ministerial, non-substantive changes to the 2010 Purchase Policy.</p>		
<p><b>Staff Recommendation:</b></p> <p>Staff recommends that the Board of Trustees adopts resolution 2019-11, adopting the District's new Purchasing Policy and Guidelines.</p>		
<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Purchasing System Overview</li> <li>• Payment Procedure Overview</li> <li>• Purchasing Policy and Guidelines</li> <li>• Resolution 2019-11</li> </ul>		

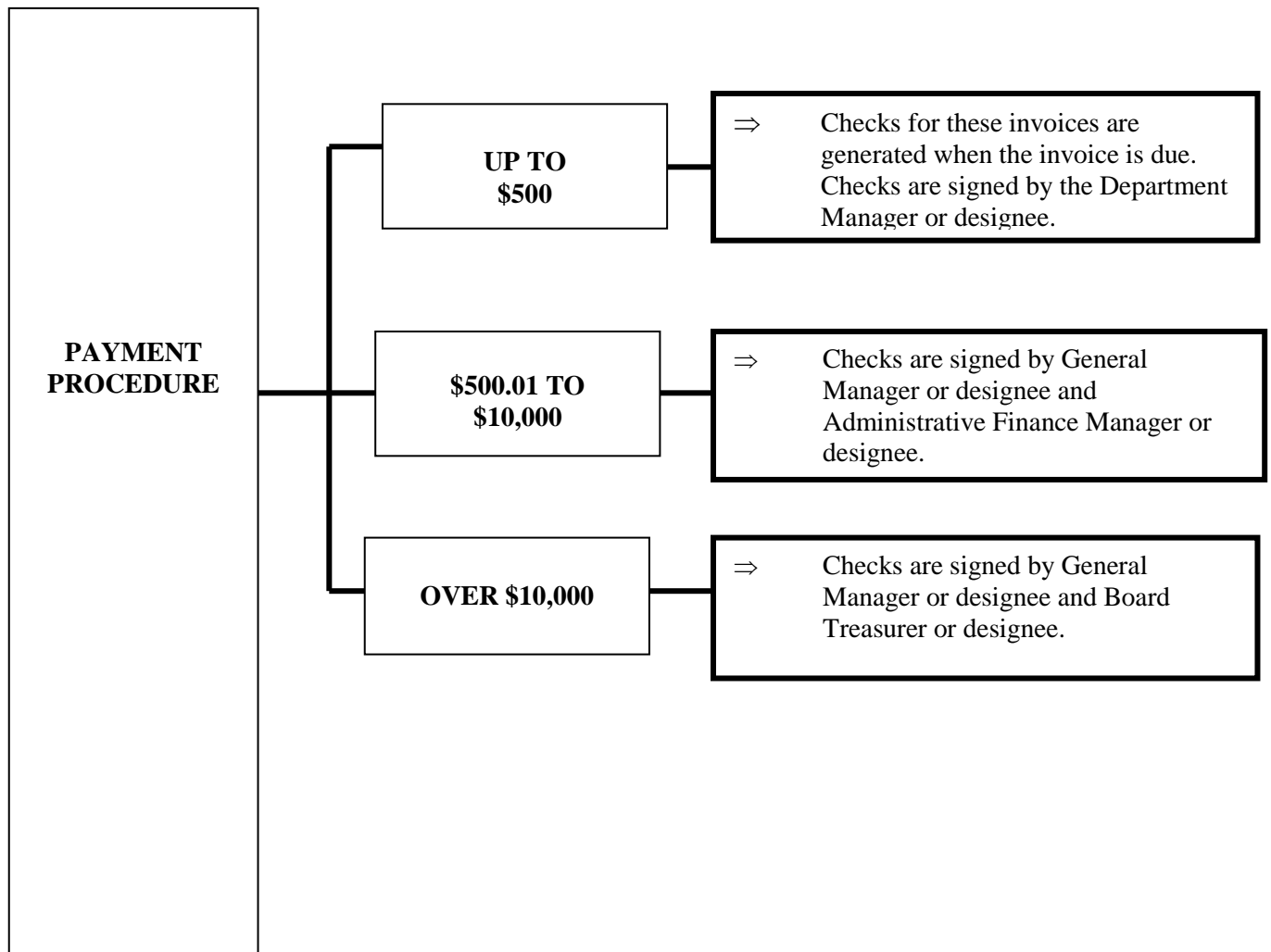
# PURCHASING SYSTEM OVERVIEW





## PAYMENT PROCEDURE OVERVIEW

TYPE	CATEGORY	GUIDELINES
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# **COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT PURCHASING POLICY AND GUIDELINES**

## **I. PURPOSE**

This document defines the policies and procedures for the procurement of supplies, equipment, and services for the Coachella Valley Mosquito and Vector Control District (“District”).

## **II. PURCHASING POLICIES AND GUIDELINES**

The basic purchasing policy of the District is to obtain quality supplies, services, vehicles, and equipment needed for the proper operation of its various programs at the lowest possible cost. This will be accomplished through the use of written quotes and competitive bidding, whenever possible, as determined by the District in its sole and absolute discretion. Purchasing functions are to be conducted by the Finance Department, or other department designated by the General Manager, except as provided herein. The purchasing function shall be supervised by the Administrative Finance Manager who shall be responsible for its operating and staffing.

### **A. Ethics and Standards Behavior**

All purchasing functions shall be conducted with absolute integrity. The very highest ethical standards shall be maintained in all material activities and the Finance Department shall remain constantly aware of its responsibilities when spending public funds.

### **B. Local Vendor Purchasing Preference**

Local preference is the practice of procurement from certain suppliers/contractors because they are also local taxpayers. Local preference is desirable because it stimulates the local economy, creates civic partnership and is environmentally friendlier with respect to transportation of goods. In evaluating competitive bids or quotes any local vendor/bidder within the District’s sphere of influence may receive a five percent (5%) preference off of its bid or quote. This preference shall be applied only when a non-local vendor/bidder has first been determined to be the lowest responsible vendor/bidder but a local vendor/bidder may equal or improve upon bid if the preference is applied. If upon applying this preference, should the local vendor/bidder equal the lowest responsible vendor/bidder or become the lowest responsible vendor/bidder, the District may select this vendor/bidder even though the actual cost to the District would not be the lowest. In the event that a non-local vendor/bidder and a local vendor/bidder have the same bid or quote and it is the lowest responsible bid or quote the five percent preference need not be applied. The local business shall be selected to receive the purchase award. The local business must still demonstrate that it is a responsible vendor /bidder before being selected for the purchase award. If local preference is exercised, the results and justification shall be presented to the Finance Committee for review before presentation to the Board of Trustees (“Board”) for approval.

### **C. Intangibles**

All orders/contracts shall be awarded on the basis of quality, previous performance, ability to meet the contract requirements, availability of service and parts, delivery schedule, and payment terms/discounts. The District strives for value for money when dealing with public funds, recognizing and appreciating intangible value. Added value service such as vendors offering training for staff on the use of their products or offering other services such as safety training, have a bearing on vendor preference. When evaluating bids, the District recognizes intangibles offered by the vendor/bidder. If for example a vendor/bidder offers training for pesticide usage or training for safety, such vendor/bidder may be selected if its bid is the same or is within five percent (5%) the value of the other lowest bid or quote.

### **D. Purchasing Authority**

There are three levels of authority for customary purchases of the District: (1) Department award, (2) General Manager award, and (3) Board Award. Generally, authority is established by the dollar amount of the purchase.

#### **1. Department Award: Up to \$500**

The department manager may authorize the purchase of supplies, equipment, or services as needed for department manager's area of responsibility for purchases up to \$500.

When seeking goods or services specific to the department's operation, the department shall complete the purchase requisition form and submit the form, including specifications, quotes (if available) and other supporting information, to the Finance Department for review and approval. Upon approval by the Finance Department, a purchase order will be issued.

#### **2. General Manager Award: \$500.01 to \$25,000**

Purchases between \$500.01 and \$25,000 must first be approved by the Administrative Finance Manager and then approved by the General Manager prior to issuance of a purchase order number. Informal bidding procedures for items valued over \$2,000 require three (3) documented quotes attached to the purchase request.

When seeking goods or services specific to the department's operation, the department shall complete the purchase requisition form and submit the form, including specifications, quotes and other supporting information, to the Finance Department for review and approval. Upon approval by the Finance Department, a purchase order will be issued.

### **3. Board of Trustees Award**

Board approval is required for (a) purchases exceeding \$25,000, (b) capital items not budgeted that exceed \$5,000, and (c) staff and /or Trustee travel that has not been included in the approved Travel Calendar.

The procedure for a purchase award by the Board shall be utilized for all purchases, contracts, or agreements exceeding \$25,000 as follows:

Specifications and other relative information shall be sent to the General Manager or his designee for approval. Upon approval, a Notice Inviting Sealed Proposals ("NISP") shall be prepared by the initiating department and forwarded to the Administrative Finance Manager or designee for publication. The Administrative Finance Manager or designee must receive the NISP at least three (3) weeks prior to the date and time set for opening of bids.

All formal bid opening dates shall be at a time, date, and location specified in the NISP. The Administrative Finance Manager or designee shall publicly open and declare the content of bids received at the time and place specified in the NISP. Bid results will be made available to all interested parties as soon as possible, following the bid reading. Price alone does not determine the result of the bid. The District, when possible, will select a local vendor or a vendor that offers value added services and will allow up to 5% difference on the price outcome when evaluating the total bid package. The General Manager shall report the results of the bidding to the Board along with recommendations regarding results and award. The Board shall declare the outcome of bids at a public meeting of the Board. In the event the requisite number of bids is not received, bid opening may be suspended pending Board action (*see below*).

The Board has established a policy allowing for a minimum of two (2) bids. If only one (1) bid is obtained, the initiating department shall consult with the District's Administrative Finance Manager and may exercise the option to extend the bid period up to thirty (30) days without opening the submitted bid, to allow for the District's receipt of additional bids. If the General Manager or designee makes a determination to open the sole original bid, or if no additional bids are received during the bid extension period, the District, in its sole and absolute discretion, may: 1) re-advertise the NISP; 2) order the work done by District employees; 3) award the contract to the sole bidder based on a cost analysis evidencing the relationship of the one bid to expected market price; or 4) negotiate a contract in the best interest of the District.

All capital purchases over \$5,000 not included in the budget and staff and /or Trustee travel that has not been included in the approved Travel Calendar require Board approval.

## **E. Exceptions to Standard Purchasing Procedures**

### **1. Emergency Conditions**

An emergency is defined as a breakdown in machinery or equipment resulting in the interruption of an essential service, or a distinct threat to public health, safety, or welfare that requires immediate action by the District. In the case of an emergency requiring the immediate purchase of supplies, materials, equipment or contractual services, the General Manager may authorize the Administrative Finance Manager or designee to secure at the lowest obtainable price, supplies, materials, equipment, or contractual services required in the open market, regardless of the amount of the expenditure.

The General Manager may authorize the purchase of materials, supplies, equipment, services, public broadcasting and overtime where an emergency is deemed to exist, and it is determined that service involving the public health, safety, or welfare would be interrupted if the customary procedure were followed. All emergency purchases which would otherwise require formal bidding procedures or prior Board approval shall be submitted to the Board for ratification at the next regular Board meeting following authorization of the purchase.

The General Manager may authorize the use of funds from the Restricted Reserve for Public Health Emergency (General Fund) in the case of a declaration of Epidemic Planning according to the District's Mosquito-Borne Virus Surveillance and Emergency Response Plan ("Risk Assessment").

### **2. Limited Availability**

Occasionally, required supplies, material, equipment, or services are of a proprietary nature, or are otherwise of such specific design or construction, or are specifically desired for purposes of maintaining cost effective system consistency, as to be available from only one source ("Sole Source"). After reasonable efforts to find alternative suppliers, the Administrative Finance Manager or designee may dispense with the requirement of a minimum of two (2) bids and recommend making the purchase from the Sole Source.

### **3. Cooperative Purchasing**

The Administrative Finance Manager or designee shall have the authority to join with other public jurisdictions in cooperative purchasing agreements. The Administrative Finance Manager or designee may also buy directly from a vendor at a price established by competitive bidding by another public jurisdiction in substantial compliance with this Policy, even if the District has not entered into a cooperative agreement with that public agency. The Administrative Finance Manager or designee may also purchase from the United States of America or any state, municipality or other public corporation or agency without following formal purchasing procedures as defined in this Policy.

#### **4. Professional Services**

The General Manager has the authority to enter into a professional services agreement up to \$25,000 for legal and professional consulting services in connection with Human Resources matters.

##### **F. Recordkeeping**

The Finance Department is responsible for maintaining purchasing records. During the course of a contract the responsible department shall maintain the contract records. At the conclusion of the contract, the original bids, specifications, and other pertinent data shall be forwarded, along with the request for final payment, to the Finance Department. These contract records shall be maintained in the accounts payable files indefinitely, or as prescribed by the District's Records Retention Policy.

### **III. PURCHASING PROCEDURES**

#### **A. Requisition**

When a purchase order is required, the request shall be presented to the Finance Department electronically through Purchasing Software Microix Workflow (Workflow) or other software as identified by the General Manager from time to time. The requisition must contain sufficient information to ensure acquisition of the correct item(s). Requests that will exceed the budgeted amount must be accompanied by a "Request for Transfer of Funds" so the proposed account will have sufficient funds for the purchase. The Administrative Finance Manager may allow a budget override so long as such action would not exceed the budget when reasonably projected to the end of the fiscal year. Requisitions shall not be made utilizing accounts that are unrelated to the type of item or service being purchased. Written quotes or bids, specifications, and other documentation shall accompany the request. Purchase requests that are between \$2,000 and \$24,999.99 are subject to informal bid procedures; items that exceed \$25,000 are subject to formal bidding procedures.

#### **B. Request for Proposal (RFP) / Request for Qualifications (RFQ)**

1. The RFP/RFQ shall define, in detail, the terms, conditions, and specifications of goods or services required by the District. An RFP is primarily intended for large, complex, projects where cost and performance are equally important. An RFQ is primarily intended for professional services. The RFP/RFQ may be utilized for smaller projects as well as determined by the District in its sole and absolute discretion. The RFP/RFQ will be used whenever the acquisition of goods or services is multi-faceted and carries a high possibility of exposure for the District. Generally, this is not applicable to purchases that do not exceed \$25,000.

2. Two step RFP/RFO. In this case, pricing will not be included in the RFP/RFO but will be submitted in a separate sealed envelope. Only after selection is made, on the basis of the proposal, will the favored bidder's pricing information be opened. The other proposals' pricing envelopes will be returned to the respective bidders unopened.

**C. Notice Inviting Sealed Proposals**

The Notice Inviting Sealed Proposals (NISP) shall be prepared by the initiating department and is formal notification, through posting and advertisement by the Administrative Finance Manager or designee, that goods or services are being solicited by the District. The purpose of the NISP is to give widespread exposure of the District's needs, to expand the vendor base, and to fulfill the legal responsibility of giving fair access to supplying the District's needs. The NISP must contain sufficient information to define the work and other details to the reader, and the date and time at which the bids will be publicly opened and read. If expanded documentation is available, the NISP must indicate the cost, if any, plus the procedures for acquiring such documents (see Section D3 - Purchasing Authority, Board of Trustees Award).

**D. Purchase Order**

The purchase order number shall be generated by the Finance Department upon final approval and acceptance of the purchase requisition. Upon completion of the purchase order, the Finance Department will distribute copies of the purchase order to the ordering department, purchasing file, and the vendor/contractor.

**E. Standing Purchase Order**

Standing purchase orders may be entered into with vendors that are expected to supply products or services to the District on an ongoing and/or regular basis throughout the fiscal year. Standing purchase orders shall be closed at the conclusion of each fiscal year. For the beginning of each fiscal year, standing purchase order vendors shall be determined by the Finance Department, utilizing the previous year's standing purchase orders, and adding or deleting vendors based on department input and current needs. A list of vendors having standing purchase orders with the District shall be distributed to each department at the beginning of each fiscal year.

**F. CAL-Card Purchase**

For certain purchases, use of a credit card is expedient and sometimes even necessary (e.g. car rental). The General Manager shall designate which staff or Board member may hold a CAL-Card and the limits imposed on him/her. The Finance Administrator is the CAL-Card Program Administrator.

Use of the CAL-Card is limited to purchases specifically related to District business for a maximum single item purchase set by the General Manager or, for authorized travel and meeting purposes. Using the CAL-Card for personal purchases is strictly prohibited.

## **G. Petty Cash**

The District has established a Petty Cash Fund for purchases up to \$100 and a Petty Cash Checking Account for individual purchases not to exceed \$500 for any one reimbursement (Resolution 2013-02). Petty cash reimbursement requires approval from Department Manager and Administrative Finance Manager.

## **H. Amendment to Purchase Order**

It is sometimes necessary to change a purchase order. The three most common changes are monetary, time extension, and scope of work. Only the General Manager or Administrative Finance Manager may approve a formal change to an existing purchase order. Upon approval, the requesting department and vendor will receive an amended purchase order reflecting the change(s).

## **I. Receiving of Goods/Services/Equipment**

### **1. Inspection and Testing**

All goods procured by the District shall be subject to inspection and/or testing upon receipt or completion by the department receiving the product to assure conformance with the specifications set forth in the order. If a product fails to meet specifications, it shall be identified as "on hold pending rejection," and a written report of the findings shall be forwarded to the Finance Department. If a product is determined to be unusable, it shall be rejected and returned to the vendor as the vendor directs, and at the vendor's expense, for credit or replacement. Items found not to meet specifications, but are of limited usability, may be conditionally accepted but only after renegotiation of the original contract which meets the approval of the General Manager, the Administrative Finance Manager or designee.

### **2. Acceptance**

When goods have been received or a project has been completed to the satisfaction of the ordering department and the specifications, the packing slip and/or other completion documentation shall be signed off by the receiver/inspector. Information to be noted on the documents must include, as a minimum, the acceptor's signature and a legible rendering of their name and the date of receipt/completion. Any deviation from the exact ordering specifications must be noted on the receiving/acceptance documents.



## **IV. PAYMENT PROCEDURES**

### **A. Invoice Stage**

Payments shall be generated following the collection of all of the necessary paperwork and the invoice, and all goods are received and/or projects are completed to the satisfaction of the requisitioning officer.

### **B. Payment Authority**

The Board must approve expenditures that exceed \$25,000 before District checks will be sent except for: payroll and benefit related obligations to comply with the collective bargaining agreements to which the District is a party; employment agreements; State or federal law requirements; payment of utility bills; replenishment of the District's postage meter; and replenishment of the District's petty cash fund. A checklist will be provided to the Board at the regular monthly meeting. Checks that are pre-approved will be released to the vendor; checks that require Board approval will be listed as needing approval and will be held for signature.

There are three levels of approval authority for payment of invoices: staff approval, General Manager and Administrative Finance Manager approval, and Board approval. Generally, approval authority is established by the dollar amount of the payment.

#### **1. Staff Approval: Up to \$500**

District staff may authorize invoices that have a monetary value of \$500 or less. Checks for these invoices are generated when the invoice is due. Checks may be signed by the Department Manager or designee.

#### **2. General Manager and Administrative Finance Manager Approval: \$500.01 up to \$10,000**

Checks are generated for these invoices when the invoice is due. Checks are signed by the General Manager or designee and Administrative Finance Manager or designee.

#### **3. Board of Trustees Approval: over \$10,000**

Checks are generated for these invoices once a month and presented to the Board at the monthly meetings. Checks are signed by the General Manager or designee and Board Treasurer or designee.

## **Resolution No. 2019-11**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT ADOPTING THE PURCHASING POLICY AND GUIDELINES WHICH SHALL SUPERSEDE PRIOR POLICIES AND SHALL GOVERN THE DISTRICT'S PURCHASING FUNCTION**

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

**WHEREAS**, on February 18, 2010, the District adopted the current Purchasing Policy and Guidelines ("2010 Purchase Policy") in an effort to establish efficient procedures for the purchase of supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases; and

**WHEREAS**, in an effort to increase the efficiency of the District's day-to-day business practices, the Board of Trustees have considered increasing the General Manager's contracting authority from \$5,000 to \$25,000 for the procurement of goods and services for the District;

**WHEREAS**, attached hereto as Exhibit "A" and incorporated herein by this reference are the Purchasing Policy and Guidelines ("2019 Purchasing Policy") that that have been edited (1) to provide for the General Manager's contracting authority of \$25,000 for the procurement of goods and services for the District, and (2) to make ministerial, non-substantive changes to the 2010 Purchase Policy; and

**WHEREAS**, the District now desires to institute the attached 2019 Purchase Policy which shall supersede prior policies and shall govern the District's purchasing function.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

#### **Section 1. Recitals.**

The recitals set forth above are true and correct.

#### **Section 2. Adoption of the Revised Purchase Policy.**

The District's Board of Trustees ("Board") hereby rescinds the 2010 Purchase Policy and adopts the 2019 Purchase Policy attached hereto as Exhibit "A" and incorporated herein by this reference, as the Purchasing Policy and Guidelines which shall supersede prior policies and shall govern the District's purchasing function.

### **Section 3. Delegation of Authority.**

The District's General Manager is hereby delegated all authority necessary to implement the 2019 Purchase Policy.

### **Section 4. Public Inspection and Copying.**

A copy of the 2019 Purchase Policy shall be maintained at the District offices and shall be made available for public inspection and copying during regular business hours.

### **Section 5. Severability.**

The Board declares that, should any provision, section, paragraph, sentence or word of the 2019 Purchase Policy be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of the 2019 Purchase Policy as hereby adopted shall remain in full force and effect.

### **Section 6. Repeal of Conflicting Provisions.**

All the provisions of any resolution or policy heretofore adopted by the District that are in conflict with the provisions of this Resolution are hereby repealed.

### **Section 7. Effective Date.**

This Resolution shall take effect upon its adoption.

### **Section 8. 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.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**PASSED, ADOPTED AND APPROVED, this 8th day of October, 2019.**

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Doug Hassett, President  
Board of Trustees

**ATTEST:**

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Graciela Morales, Clerk of the Board

**APPROVED AS TO FORM:**

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Lena D. Wade, General Counsel


**REVIEWED:**

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Jeremy Wittie, M.S., General Manager

**EXHIBIT “A”**

**SEE ATTACHED  
COACHELLA VALLEY MOSQUITO AND  
VECTOR CONTROL DISTRICT  
PURCHASE POLICY**

	<p style="text-align: center;"><b>Coachella Valley Mosquito and Vector Control District</b></p> <p style="text-align: center;"><b>Staff Report</b></p>	<p style="text-align: center;"><b>October 8, 2019</b></p>
<p><b>Agenda Item:</b> New Business</p> <p>Approval of Resolution 2019-12 adopting the District's Abatement Policy – <b>Jeremy Wittie, M.S., General Manager</b></p>		
<p><b>Background:</b></p> <p>The District encompasses nine cities and unincorporated areas of Riverside County in the Coachella Valley, encompassing urban and rural areas with innumerable sites which can produce and attract vectors, such as, standing water from poor drainage, unkempt swimming pools, ornamental ponds, etc. The California Health and Safety Code section 2060(b) states that public nuisances are the responsibility of the person or agency claiming ownership, title, or right to property; furthermore, it outlines the procedure vector control districts must use to inform property owners that a public nuisance exists on their property. According to the Health and Safety Code the Board of Trustees may take any and all actions necessary or proper to abate or control vectors and vector-borne diseases.</p> <p>District staff has prepared the attached Abatement Procedures Policy and desires to adopt and implement it for immediate use within its Operations program to assist us in reaching our mission of providing effective and environmentally sound vector control and vector-borne disease prevention programs.</p>		
<p><b>Staff Recommendation:</b></p> <p>Staff recommends that the Board of Trustees adopts resolution 2019-12, adopting the District's Abatement Policy.</p>		
<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Abatement Policy</li> <li>• Resolution 2019-12</li> </ul>		

## **COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT ABATEMENT POLICY**

### **I. Abatement Warrant Pursuant to Health and Safety Code section 2053.**

A. The District may request an inspection and abatement warrant pursuant to Code of Civil Procedure section 1822.50 et seq. A warrant issued pursuant to this section shall apply only to the exterior of places, dwellings, structures, and premises. The warrant shall state the geographic area which it covers and shall state its purposes. A warrant may authorize District employees to enter property only to do the following:

1. Inspect to determine the presence of vectors or public nuisances.
2. Abate public nuisances, either directly or by giving Notice to the property owner to abate the public nuisance.
3. Determine if a Notice to abate a public nuisance has been complied with.
4. Control vectors and treat property with appropriate physical, chemical, or biological control measures.

B. Subject to the limitations of the United States Constitution and the California Constitution, District staff may enter any property, either within the District or property that is located outside the District from which vectors may enter the District, without hindrance or Notice for any of the following purposes:

1. Inspect the property to determine the presence of vectors or public nuisances.
2. Abate public nuisances, either directly or by giving Notice to the property owner to abate the public nuisance.
3. Determine if a Notice to abate a public nuisance has been complied with.
4. Control vectors and treat property with appropriate physical, chemical, or biological control measures.

### **II. Abating a Public Nuisance.**

In addition to the powers set forth in section I above, the District may abate a public nuisance pursuant to Health and Safety Code section 2060 et seq. as set forth below.

A. Due Diligence.

1. District staff shall document any vector breeding and/or harborage on the property in question and determine whether a public nuisance exists.

2. District staff will use appropriate measures to control the vector(s) present and issue an Official Notice of Warning ("Warning") to the property owner or party in possession to abate the nuisance and prevent their recurrence within five (5) business days.

3. On the first workday after the Warning expires, District staff will re-inspect the property. The District may issue up to three (3) Warnings, depending on circumstances and the severity of the nuisance as determined in the District's sole and absolute discretion.

4. If the owner or party in possession fails to comply with the Warning(s), District staff will initiate formal abatement proceedings as set forth below.

B. Abatement Proceedings.

1. The person or agency claiming ownership, title, or right to property or who controls the diversion, delivery, conveyance, or flow of water shall be responsible for the abatement of a public nuisance that is caused by, or as a result of, that property or the diversion, delivery, conveyance, or control of that water.

2. Whenever a public nuisance exists on any property within the District or on any property that is located outside the District from which vectors may enter the District, the District may notify the owner of the property of the existence of the public nuisance.

3. The notice required for abatement of a public nuisance ("Notice") shall:

a. State that a public nuisance exists on the property, describe the public nuisance, and describe the location of the public nuisance on the property.

b. Direct the owner of the property to abate the nuisance within a specified time.

c. Direct the owner of the property to take any necessary action within a specified time to prevent the recurrence of the public nuisance.



d. Inform the owner of the property that the failure to comply with the requirements of the Notice within the specified times may result in the District taking the necessary actions, and that the owner shall be liable for paying the costs of the District's actions.

e. Inform the owner of the property that the failure to comply with the requirements of the Notice within the specified times may result in the imposition of civil penalties of up to one thousand dollars (\$1,000) per day for each day that the public nuisance continues after the specified times.

f. Inform the owner of the property that before complying with the requirements of the Notice, the owner may appear at a hearing of the Board of Trustees ("Board") Abatement Hearing Committee ("Committee"), as set forth in section C below, at a time and place stated in the Notice.

4. The District shall cause the Notice to be served on the owner of the property in the same manner as a summons in a civil action. If, after a diligent search, the Notice cannot be served on the owner of the property, the Committee shall cause the Notice to be posted in a conspicuous place on the property for not less than ten (10) days before the hearing. Not less than ten (10) days before the hearing, the District shall also cause a copy of the Notice to be mailed by certified mail to the owner of the property at the address shown on the most recent assessment roll of the county in which the property is located.

5. At the hearing before the Committee at the time and place stated in the Notice, the Committee shall accept written and oral testimony from the property owner and other persons. At the close of the hearing, the Committee shall find, based on substantial evidence in the record, whether a public nuisance exists on the property. If the Committee finds that a public nuisance exists, the Committee shall order the owner of the property to abate the public nuisance and to take other necessary actions to prevent the recurrence of the public nuisance.

a. On the day prior to the hearing, District staff will re-inspect the nuisance in question to determine whether the owner has complied with the Notice. If the property owner or person in possession of the property has complied with the Notice, District staff will send a letter of acknowledgment to the owner.

b. If the owner or party in possession does not appear at the hearing, the Committee shall review the facts as described by the District staff at the hearing and make a determination.

c. Based on the extent of the work to be performed to abate the nuisance, the Committee will grant the owner or person in possession of the property a period of not fewer than five (5) calendar days and not more than fifteen 15 calendar days to comply with the order of the Committee.

6. If the owner of the property does not abate the public nuisance and take the necessary actions to prevent the recurrence of the public nuisance within the time specified by the Committee, the District may abate the public nuisance and take the necessary actions to prevent the recurrence of the public nuisance. In addition, the Committee may impose civil penalties pursuant to this policy.

C. Board of Trustees Abatement Hearing Committee.

The Board of Trustees shall create an Abatement Hearing Committee ("Committee") to conduct nuisance abatement hearings. The Committee shall be composed of three (3) members of the Board, with one alternate, appointed by the Board annually each January, or whenever a vacancy occurs. The Committee shall conduct nuisance abatement hearings at regular or special meetings of the Committee in compliance with the Ralph M. Brown Act.

D. Civil Penalty.

In addition to abating the public nuisance and taking any necessary actions to prevent the recurrence of the public nuisance, the Committee may impose a civil penalty on the owner of the property for failure to comply with the requirements of the abatement proceedings. The civil penalty may not exceed one thousand dollars (\$1,000) per day for each day that the owner of the property fails to comply with the District's requirements.

E. Recurrence of a Public Nuisance Abated.

The Committee may consider any recurrence of a public nuisance abated pursuant to Section 2061 to be a continuation of the original public nuisance.

F. Owner's Payment of Costs.

1. The owner of the property abated pursuant to this policy shall pay the District for the cost of abating the public nuisance and the cost of any necessary actions to prevent the recurrence of the public nuisance. The owner shall also pay any civil penalty imposed pursuant to this policy.

2. If the owner of the property fails to pay the District's costs within sixty (60) days, the Committee may order the costs and any civil penalties charged and collected against the property. The charge shall be collected at the same time and in the same manner as ordinary county taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the costs and civil penalties charged and collected against the property.

3. If the Committee charges the costs and any civil penalties against the parcel, the Committee may also cause the Notice of abatement lien ("Notice of Lien") to be recorded. The Notice of Lien shall, at a minimum, identify the record owner of the property, set forth the last known address of the record owner, set forth the date upon which the abatement of the public nuisance was ordered by the Committee, set forth the date upon which the abatement and any necessary actions to prevent the recurrence of the public nuisance was complete, and include a description of the real property subject to the lien and the amount of the cost and any civil penalties.

4. However, if the Committee does not cause the recordation of a Notice of Lien, and any real property to which the costs and any civil penalties relate has been transferred or conveyed to a bona fide purchaser for value, or a lien on a bona fide encumbrancer for value has been created and attaches to that property, prior to the date on which the first installment of county taxes would become delinquent, then the cost and any civil penalties may not result in a lien against that real property but shall be transferred to the unsecured roll for collection.

5. Recordation of a Notice of Lien shall have the same effect as recordation of an abstract of a money judgment recorded pursuant to Code of Civil Procedure section 697.310 et seq. The lien created shall have the same priority as a judgment lien on real property and shall continue in effect until released. Upon order of the Committee, an abatement lien created under this policy may be released or subordinated in the same manner as a judgment lien on real property may be released or subordinated.

G. Public Agencies.

The lien provisions of this policy shall not apply to property owned by a public agency. Notwithstanding section 6103 of the Government Code or any other provision of law, a public agency shall pay the District for the cost of abating the public nuisance, the cost of any necessary actions to prevent the recurrence of the public nuisance, and any civil penalties.

## **RESOLUTION NO. 2019-12**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT APPROVING THE ABATEMENT POLICY**

**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**, the District encompasses nine (9) cities and unincorporated areas of Riverside County lying in the Coachella Valley, encompassing urban and rural areas with innumerable sites which can produce and attract vectors, such as, but not limited to, standing water from poor drainage, unkempt swimming pools, ornamental ponds, miscellaneous containers that range in size from a bottle cap to improperly stored refuse containers; and

**WHEREAS**, California Health and Safety Code section 2060(b) states that public nuisances are the responsibility of the person or agency claiming ownership, title, or right to property; Section 2061 outlines the procedure vector control districts must use to inform property owners that a public nuisance exists on their property; and

**WHEREAS**, according to Section 2040(c), the Board of Trustees may take any and all actions necessary or proper to abate or control vectors and vector borne diseases; and

**WHEREAS**, attached hereto as Exhibit “A” and incorporated herein by this reference is an Abatement Procedures Policy prepared by District staff; and

**WHEREAS**, the District now desires to adopt and implement the attached Abatement Policy which shall supersede prior policies and shall govern the District’s Abatement Policy.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

#### **Section 1. Recitals.**

The Board hereby finds that the above Recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Board of Trustees (“Board”) finds that the actions contemplated by this Resolution are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

### **Section 3. Adoption of the Abatement Policy.**

The Board hereby adopts the Abatement Policy attached hereto as Exhibit "A" and incorporated herein by this reference, as the Abatement Policy which shall supersede prior policies and shall govern the District's abatement procedures.

### **Section 4. Abatement Hearing Committee.**

By this Resolution, the Board hereby creates an Abatement Hearing Committee ("Committee") to conduct nuisance abatement hearings consistent with Health and Safety Code section 2061. The Committee shall be composed of three members of the Board, with one alternate, appointed by the Board annually each January, or whenever a vacancy occurs. The Committee shall conduct nuisance abatement hearings at regular or special meetings of the Committee in compliance with the Ralph M. Brown Act as applicable. The Committee is authorized to consult with District staff as required.

### **Section 5. Delegation of Authority.**

The District's General Manager is hereby delegated all authority necessary to implement the Abatement Policy.

### **Section 6. Public Inspection and Copying.**

A copy of the Abatement Policy shall be maintained at the District offices and shall be made available for public inspection and copying during regular business hours.

### **Section 7. Severability.**

The Board declares that, should any provision, section, paragraph, sentence or word of Abatement Policy be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of the Abatement Policy as hereby adopted shall remain in full force and effect.

### **Section 8. Repeal of Conflicting Provisions.**

All the provisions of any resolution or policy heretofore adopted by the District that are in conflict with the provisions of this Resolution are hereby repealed.

### **Section 9. Effective Date.**

This Resolution shall take effect upon its adoption.

### **Section 10. 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 8<sup>th</sup> day of October 2019.**

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Doug Hassett, President  
Board of Trustees

**ATTEST:**

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Graciela Morales, Clerk of the Board

**APPROVED AS TO FORM:**

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Lena D. Wade, General Counsel

**REVIEWED:**

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Jeremy Wittie, MS, General Manager

**EXHIBIT “A”**

**SEE ATTACHED  
COACHELLA VALLEY MOSQUITO AND  
VECTOR CONTROL DISTRICT  
ABATEMENT POLICY**