



Coachella Valley Mosquito and Vector Control District

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

Board of Trustees Meeting

Tuesday, January 14, 2025

6:00 p.m.

AGENDA

The Board of Trustees will take action on all items on the agenda.

Materials related to an agenda item that are submitted to the Board of Trustees after distribution of the agenda packets are available for public inspection in the Clerk of the Board's office during normal business hours and on the District's website.

This meeting will be conducted by video and/or teleconference as well as in person at the District office located at the address listed above. To view/listen/participate in the meeting live, please join by calling 1-888-475-4499 (toll-free), Webinar ID: **847 1941 0493**, or click this link to join: <https://us02web.zoom.us/j/84719410493>.

Assistance for those with disabilities: If you have a disability and need an accommodation to participate in the meeting, please contact the Clerk of the Board at (760) 342-8287 at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible. The District will attempt to accommodate you in every reasonable manner.

- 1. Call to Order** – John Peña, Board President
- 2. Introduction of New Trustee and Oath of Office (Pg. 7)**
- 3. Pledge of Allegiance**
- 4. Roll Call** – John Peña, Board President
- 5. Confirmation of Agenda**

6. Public Comments

Members of the public may provide comments in person or remotely at the time of the meeting as set forth in the agenda. Public comments may also be sent by E-mail to the Clerk of the Board by 2:00 p.m. on January 14, 2025, at mscarborougheckel@cvmosquito.org. E-mails received prior to 2:00 p.m. on the day of the Board meeting will be made part of the record and distributed to the Board. This method is encouraged as it gives the Board of Trustees the opportunity to reflect upon your input. E-mails will not be read at the meeting.

- A. **PUBLIC Comments — NON-AGENDA ITEMS:** This time is for members of the public to address the Board of Trustees on items of general interest (a non-agenda item) within the subject matter jurisdiction of the District. The District values your comments; however, pursuant to the Brown Act, the Board cannot take action on items not listed on the posted Agenda. **Comments are limited to a total of three (3) minutes per speaker for non-agenda items.**

- B. **PUBLIC Comments — AGENDA ITEMS:** This time is for members of the public to address the Board of Trustees on agenda items (Open and Closed Sessions). **Comments are limited to three (3) minutes per speaker per agenda item.**

All comments are to be directed to the Board of Trustees and shall be devoid of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during public comments.

7. Public Hearing for Energy Service Contract

- A. Open Public Hearing — **John Peña, Board President (Pg. 10)**

- B. Public Comments-Energy Service Contract

- C. Approval of Resolution 2025-01 Adopting Certain Findings Pursuant To Government Code section 4217.10 et seq. and Approving an Energy Service Contract For Energy-Related Improvements.— **ad hoc Building Committee, Jeremy Wittie, MS, CSDM, General Manager, and David I’Anson, Administrative Finance Manager**

- D. Close Public Hearing — **John Peña, Board President**

8. Announcements, Presentation, and Written Communications

- A. Service Recognition **(Pg. 17)**

9. Items of General Consent

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

- A. Minutes for December 10, 2024, Board Meeting **(Pg. 19)**
- B. Approval of expenditures for December 8, 2024, to January 10, 2025 **(Pg. 25)**
- C. Informational Items:
 - Financials — **David I'Anson, Administrative Finance Manager (Pg. 28)**
 - Correspondence **(Pg. 43)**
- D. Approval to renew agreement with Ocean Air Helicopters Inc. to conduct aerial ultra-low volume (ULV) adulticiding and larviciding applications; Budgeted; Funds Available — **Greg Alvarado, Operations Manager (Pg. 44)**
- E. Approval to purchase two (2) Polaris Ranger XP 1000 Premium Utility Vehicles, branding and accessories, in an amount not to exceed \$50,000.00, from Capital Replacement Budget Fund #8415.13.300.000 – utilizing the Sourcewell Contract 091024-PSI – **Edward Prendez, Information Technology Manager (Pg. 63)**

10. Business Session

- A. Old Business — **NONE**
- B. New Business
 - i. Discussion and appointment of the Abatement Hearing Committee — **John Peña, Board President (Pg. 68)**
 - ii. Nomination and election of the Board of Officers for the 2025 Calendar Year — **ad hoc Nominations Committee (Pg. 69)**
 - iii. Discussion and/or approval of Resolution 2025-02 Amending the Purchasing Policy — **David I'Anson, Administrative Finance Manager (Pg. 72)**

11. Committee and Trustee Reports

A. Executive Committee — **John Peña, Board President**

Executive Committee oral report

B. Finance Committee — **Doug Walker, Committee Member (Pg. 105)**

Finance Committee oral report and Finance Committee minutes from December 10, 2024

C. 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 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.

12. Reports

A. General Manager

- i. General Manager’s Report — **Jeremy Wittie, MS, CSDM, General Manager**

Questions and/or comments from Trustees regarding the reports

B. General Counsel

13. Closed Session

Closed Session (s):

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957 (b)(1)

Title: General Manager

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

Agency designated representatives: President John Peña, Vice President Benjamin Guitron, and Trustee Felipe Ortiz

Unrepresented employee: General Manager

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.

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Certification of Posting

I certify that on January 10, 2025, 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 January 10, 2025

Megan Scarborough-Eckel
Megan Scarborough-Eckel, Clerk of the Board



**Coachella Valley Mosquito and
Vector Control District**

January 14, 2025

Staff Report

Agenda Item: Oath of Office

Background:

The Board of Trustees is the governing body of the District. The Board shall consist of a single representative of each incorporated city within the District's boundaries and two representatives of the County of Riverside.

Trustees shall reside in and be a registered voter in the jurisdiction of their appointing legislative body. Each Trustee shall be appointed for a term of two (2) or four (4) years, as decided by his or her appointing legislative body.

Any person appointed to serve as a Trustee must take the oath of office prior to formally and officially assuming his or her position as a Trustee. The oath of office shall be taken each time a Trustee is appointed for a subsequent term.

Newly appointed Trustee:

John Vallat, Indian Wells (2 years)

**Oath of Office for
Trustees and Employees of the
Coachella Valley Mosquito and Vector Control District**

"I, **John Vallat** do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I will take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

John Vallat

THIS OATH WAS ADMINISTERED ON THE 14th DAY OF JANUARY 2025.
BY MEGAN SCARBOROUGH-ECKEL, CLERK OF THE BOARD
IN THE CITY OF INDIO, CALIFORNIA.

ACCEPTED FOR FILING:
COACHELLA VALLEY MOSQUITO AND
VECTOR CONTROL DISTRICT

BY: _____
MEGAN SCARBOROUGH-ECKEL
CLERK OF THE BOARD



PUBLIC HEARING

NOTICE OF PUBLIC HEARING

RESOLUTION ADOPTING CERTAIN FINDINGS AND APPROVING AN ENERGY SERVICE CONTRACT FOR ENERGY-RELATED IMPROVEMENTS TO THE COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT FACILITY WITH CENTRICA BUSINESS SOLUTIONS

The Coachella Valley Mosquito and Vector Control District will hold a Public Hearing on **January 14, 2025, at 6:00 PM** at the District office located at **43-420 Trader Place, Indio, CA 92201**, for the purpose of presenting findings, receiving public comment, and considering the adoption of a Resolution approving an Energy Service Contract with Centrica Business Solutions. The contract is for the implementation of certain energy-related improvements to District facilities, in accordance with California Government Code Sections 4217.10 to 4217.18.

The findings will demonstrate, and the Energy Service Contract will require, that the cost to the District for implementing these energy improvements will be less than the anticipated marginal cost of thermal, electrical, or other energy that would have been consumed by the District without these improvements.

The District's jurisdiction includes the cities of **Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage and unincorporated sections of Riverside County.**

For further information, please contact District General Manager, Jeremy Wittie, at (760) 342-8287.

Megan Scarborough-Eckel

Megan Scarborough-Eckel, Clerk of the Board



**Coachella Valley Mosquito and
Vector Control District**

Staff Report

January 14, 2025

Agenda Item: Public Hearing

Discussion and/or approval for staff to finalize Energy Services Contract and scope of work with Centrica Business Solutions — **ad hoc Building Committee, Jeremy Wittie, MS, CSDM, General Manager, and David l’Anson, Administrative Finance Manager**

Background:

The ad hoc Building Committee was tasked with exploring energy-related improvements to reduce electricity costs and environmental impact. Centrica Business Solutions (“Centrica”) conducted an investment-grade audit and provided a comprehensive scope of work for the proposed project.

The scope was revised down due to uncertainty with electrical vehicle regulations and availability.

The recommended scope of work consists of:

Project	Cost
LED Lighting Upgrade	\$264,518
Building Management System Replacement and Expansion	\$222,613
Replacement of current Solar Photovoltaics	\$818,125
New Solar Photovoltaics	\$957,507
Total	\$2,262,765

Annual service options for measurement and verification (MV) and Operations and Maintenance (OM) will be determined through contract negotiations which will be budgeted annually in the operating budget.

Staff Recommendation:

Authorize staff to move forward with negotiating a contract with Centrica Business Solutions. Schedule a public hearing for January as required by Government Code section 4217.13

Exhibits:

- [IGA Report](#)
- [Centrica Design-Build Energy Services Agreement](#)

RESOLUTION NO. 2025-01
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COACHELLA VALLEY
MOSQUITO AND VECTOR CONTROL DISTRICT ADOPTING CERTAIN FINDINGS
PURSUANT TO GOVERNEMENT CODE SECTION 4217.10 ET SEQ. AND APPROVING AN
ENERGY SERVICE CONTRACT FOR ENERGY-RELATED IMPROVEMENTS

WHEREAS, Chapter 3.2 (sections 4217.10 et seq.) of the California Government Code authorizes public agencies, such as the Coachella Valley Mosquito and Vector Control District (“District”), to enter into an Energy Services Contract for the implementation of energy-related improvements following a regularly scheduled public hearing, public notice of which is given at least two (2) weeks in advance, at which the legislative body of the agency (1) determines that the terms of the Energy Services Contract are in the best interest of the District, and (2) makes findings consistent with Chapter 3.2 of the California Government Code; and

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the Board of Trustees of the District, without advertising for bids, to enter into one or more energy service agreements with any person or entity, pursuant to which that person or entity will provide electrical or conservation services to the District, which may comprise or include an energy conservation facility, if the anticipated cost to the District for electrical energy or conservation services provided under the agreements is less than the anticipated marginal cost to the District for the procurement of electrical, or other energy that would have been consumed by the District in the absence of the energy service agreement; and

WHEREAS, as set forth in California Public Resources Code Section 25008, the policy of the State of California is to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, at the June 2023 California Special Districts Association (CSDA) General Manager Summit, Centrica Business Solutions Services, Inc. (Centrica) presented a workshop on renewable energy and financing energy savings projects. At this meeting, District staff asked Centrica to look at the possibility of installing electric vehicle infrastructure, replacing the District’s solar panel and invertors, and exploring the possibility of battery backup; among other things; and

WHEREAS, District staff have reviewed the qualifications presented by Centrica, a New York corporation, to conduct and provide an assessment of the District’s energy usage, energy needs and opportunities to reduce energy expenses, and found Centrica’s qualifications to appear bona fide and adequate; and

WHEREAS, in July 2023, Centrica met with District staff and the General Manager for a discovery meeting and site walk, and from August to November 2023, Centrica conducted a Preliminary Feasibility Assessment and conducted a Board Workshop to discuss the Preliminary Feasibility Assessment; and

WHEREAS, at the December 12, 2023 Board Meeting, the Board of Trustees approved that Centrica conduct an Investment Grade Audit which would include, but not be limited to:

- (1) ASHRAE Level 3 Energy Audit
- (2) Comprehensive field audit and data gathering
- (3) Detailed savings and firm costs
- (4) Measurement and verification methodology
- (5) Detailed report

WHEREAS, in July 2024 Centrica delivered to the District an Investment Grade Audit which was reviewed by District staff and the ad hoc committee; and

WHEREAS, on December 10, 2024, the Board of Trustees provided additional direction to staff regarding the Energy Savings Contract to be negotiated with Centrica following a duly noticed public hearing to be held on January 14, 2025; and

WHEREAS, evidence of the provision of notice of such public hearing is on file with the Clerk of the Board of Trustees and incorporated herein by this reference; and

WHEREAS, the total estimated 25-year energy costs for the district is \$4,280,957 and the expected net energy cost savings from on-site electricity generation is approximately \$2,917,622 over a 25-year period; and

WHEREAS, the proposed Energy Services Contract between the District and Centrica includes energy measures whose costs will also be less than the anticipated marginal costs for thermal, electrical, or other energy that would have been consumed without implementing the improvements outlined in the Energy Services Contract; and

WHEREAS, the Board of Trustees of the District desire to authorize, approve and execute the Energy Savings Contract as referenced herein.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED, 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 and are incorporated into this Resolution by this reference.

Section 2. Energy Conservation Services Contract Findings.

The Board of Trustees finds that the cost of the Energy Savings Contract to the District for the solar, electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of the electrical, or other energy that would have been consumed by the District in the absence of the Energy Savings Contract and that it is in the best interest of the District to approve and enter into the Energy Savings Contract.

Section 3. Energy Savings Contract Approval Execution and Delivery.

The form of the Energy Savings Contract by and between the District and Centrica, in substantially the form presented to the District and attached hereto as Exhibit "A", is hereby approved. The President of the Board or designee(s) (each an "Authorized Representative(s)"), is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to Centrica the Energy Savings Contract and related documents as necessary to carry out the Energy Savings Contract, subject to such minor changes thereto as such officer or person may require and approve, with the concurrence of Energy Savings Contract's legal counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Determination Under CEQA.

Determination Under CEQA. The County Superintendent of Schools hereby determines that the transactions described herein is not a “project” for purposes of the California Environmental Quality Act (CEQA), Division 13 (commencing with Section 21000) of the Public Resources Code, and authorizes and directs the execution, posting and filing of a Notice of Exemption pursuant to the provisions and requirements of CEQA by the Authorized Representatives.

Section 5. Effective Date.

This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, ADOPTED, AND APPROVED, this 14th day of January, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Pena, Jr., President
Board of Trustees

ATTEST:

Megan Scarborough Eckel, Clerk of the Board

APPROVED AS TO FORM:

Lena D. Wade, General Counsel

REVIEWED:

Jeremy Wittie, M.S., General Manager



RECOGNITION

**A PROCLAMATION OF THE BOARD OF TRUSTEES OF THE
COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
IN RECOGNITION OF CLIVE WEIGHTMAN
AFTER EIGHT YEARS OF SERVICE
TO THE DISTRICT**

WHEREAS, the Coachella Valley Mosquito and Vector Control District (“District”) was established in 1928 as an independent special district by the Riverside County Board of Supervisors with the mission of reducing the risk of disease transmission by mosquitoes and other vectors and the protection of residents and visitors of the Coachella Valley; and

WHEREAS, Clive Weightman served the District and gave continuous, faithful, and loyal service for 8 years; and

WHEREAS, Clive Weightman was appointed on January 2, 2017, by the City of Indian Wells, as a Trustee; and

WHEREAS, Clive Weightman’s hard work, support, and dedication has contributed to the District’s mission of protecting public health of residents and visitors of the Coachella Valley.

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

Clive Weightman is hereby recognized for his outstanding contributions and dedication to the District and the citizens of the Coachella Valley.

DATED THIS 14TH DAY OF JANUARY 2024.

John Peña
President, Board of Trustees

Jeremy Wittie, M.S.
General Manager



ITEMS OF GENERAL CONSENT

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

**Board of Trustees Meeting
Minutes**

MEETING TIME: 6:00 p.m., December 10, 2024

LOCATION: 43420 Trader Place, Indio, CA 92201

TRUSTEES PRESENT

PRESIDENT: John Peña	La Quinta
VICE PRESIDENT: Benjamin Guitron	Indio
TREASURER: Clive Weightman	Indian Wells
SECRETARY Dr. Doug Kunz	Palm Springs
Steve Downs	Rancho Mirage
Dr. Frank Figueroa	Coachella
Gary Gardner	Desert Hot Springs
Bito Larson	County at Large
Felipe Ortiz	County at Large
Doug Walker	Palm Desert

TRUSTEES ABSENT

Nancy Ross	Cathedral City
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STAFF AND GENERAL COUNSEL PRESENT

Jeremy Wittie, General Manager
Lena Wade, Legal Counsel, SBEMP
Greg Alvarado, Operations Manager
David l'Anson, Administrative Finance Manager
Robert Gaona, Public Information Manager
Jennifer A. Henke, Laboratory Manager
Crystal Moreno, Human Resources Risk Manager
Edward Prendez, Information Technology Manager
Megan Scarborough-Eckel, Clerk of the Board

Other staff members joined the meeting as well.

MEMBERS OF THE PUBLIC PRESENT

Yes

1. Call to Order

President Peña called the meeting to order at 6:03 p.m.

A. Roll Call

At roll call, ten (10) out of eleven (11) Trustees were present.

2. Pledge of Allegiance

Everyone in attendance recited the Pledge of Allegiance.

3. Confirmation of Agenda

President Peña inquired if there was a need to make adjustments to the agenda. With no objections from the Board, the agenda was confirmed as stands.

4. Public Comments

A. PUBLIC Comments — NON-AGENDA Items:

Mr. Brad Anderson of Rancho Mirage gave a public comment and also submitted written comments.

B. PUBLIC Comments — AGENDA Items:

Mr. Brad Anderson of Rancho Mirage gave a public comment and also submitted written comments.

5. Announcements, Presentations, Written Communications

A. Audit Presentation of Fiscal Year ending June 30, 2024 — **Jonathan Abadesco, CPA, C.J. Brown & Company CPAs**

Trustee Figueroa requests that the PowerPoint presentation be made available to the public in the board packet for inspection in the future.

6. Items of General Consent

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

A. Minutes for November 12, 2024, Board Meeting

B. Approval of expenditures for November 8, 2024, to December 7, 2024

C. Informational Items:

- Financials — **David I'Anson, Administrative Finance Manager**
- California Public Employers Labor Relations Association (CalPELRA) Annual Conference, November 12-15, 2024, Monterey, California — **Graciela Morales, Human Resources Specialist**
- Entomological Society Association (ESA) Annual Conference, November 10-13, Phoenix, Arizona — **Jennifer A. Henke, MS, BCE, Laboratory Manager, Kim Hung, PhD, BCE, Vector Ecologist, and Gabriela Perezchica Harvey, MS, Vector Ecologist**
- Mosquito and Vector Control Association of California (MVCAC) Planning and Committee Meeting, December 2-4, San Diego, CA — **Jeremy Wittie, MS, CSDM, General Manager, Jennifer A. Henke, MS, BCE, Laboratory Manager, and Robert C. Gaona, MPA, Public Information Manager**
- District Travel for the Board of Trustees — **Megan Scarborough-Eckel, Clerk of the Board**

On a motion from Trustee Downs, seconded by Trustee Gardner, the Board of Trustees approved all Items of General Consent.

Ayes: President Peña, Trustees Downs, Figueroa, Gardner, Guitron, Kunz, Larson, Ortiz, Walker, Weightman

Noes: None

Abstained: None

Absent: Trustee Ross

7. Business Session

A. Old Business

- I. Approval for staff to negotiate an Energy Services Contract and scope of work with Centrica Business Solutions, to be presented at a public hearing in January 2025 — **ad hoc Building Committee, Jeremy Wittie, MS, CSDM, General Manager, and David I'Anson, Administrative Finance Manager**

On a motion from Trustee Gardner, seconded by Trustee Downs, the Board of Trustees approved Item (i) of Old Business.

Ayes: President Peña, Trustees Downs, Gardner, Guitron, Kunz, Ortiz, Walker

Noes: Trustee Weightman

Abstained: Trustees Figueroa, Larson

Absent: Trustee Ross

B. New Business

- I. Discussion and/or approval of Resolution 2024-16 providing informal bidding procedure under the Uniform Public Construction Cost Accounting Act (Section 22000, et seq of the Public Contract Code) — **David I'Anson, Administrative Finance Manager and Sarah Prendez, CPP, Purchasing Clerk**

President Peña and Trustee Gardner exited the dais at 6:48 pm.

Trustee Figueroa exited the dais at 6:49 pm.

Trustee Gardner returned to the dais at 6:49 pm.

President Peña returned to the dais at 6:50 pm.

Trustee Figueroa returned to the dais at 6:51 pm.

On a motion from Treasurer Weightman, seconded by Trustee Ortiz, the Board of Trustees approved Item (i) of New Business.

Ayes: President Peña, Trustees Downs, Figueroa, Gardner, Guitron, Kunz, Larson, Ortiz, Walker, Weightman

Noes: None

Abstained: None

Absent: Trustee Ross

- II. Discussion and/or approval of Resolution 2024-18 implementing a rotational system for appointments to the Executive Committee of the Board of Trustees, ensuring equitable participation from all Trustees over time — **Executive Committee and Megan Scarborough-Eckel, Clerk of the Board**

On a motion from Trustee Ortiz, seconded by Vice President Guitron, the Board of Trustees approved Item (ii) of New Business.

Ayes: President Peña, Trustees Downs, Guitron, Kunz, Ortiz, Weightman

Noes: Trustees Figueroa, Gardner, Walker

Abstained: Trustee Larson

Absent: Trustee Ross

- III. Approval of 2025 research proposal in an amount not to exceed \$152, 813. 93; \$76,406.97 will be expensed in Fiscal Year (FY) 2024/25 the balance will be expensed FY 2025/26 from Fund 8510.01.600.000 – Research Projects, *Budgeted; Funds Available* — **ad hoc Research Committee and Jennifer A. Henke, MS, BCE, Laboratory Manager**

On a motion from Trustee Walker, seconded by Trustee Ortiz, the Board of Trustees approved Item (iii) of New Business.

Ayes: President Peña, Trustees Downs, Figueroa, Gardner, Guitron, Kunz, Larson, Ortiz, Walker, Weightman

Noes: None

Abstained: None

Absent: Trustee Ross

- IV. Approval to enter into an agreement with Outfront Media for an advertising campaign in an amount not to exceed \$31,913.00 — **Robert C. Gaona, MPA, Public Information Manager**

Trustee Larson requests that the District inquire about free advertising first in the future before entering into an agreement as such.

On a motion from Trustee Figueroa, seconded by Trustee Gardner, the Board of Trustees approved Item (iv) of New Business.

Ayes: President Peña, Trustees Downs, Figueroa, Gardner, Guitron, Kunz, Larson, Ortiz, Walker, Weightman

Noes: None

Abstained: None

Absent: Trustee Ross

8. Committee and Trustee Reports

A. Executive Committee — John Peña, Board President

Executive Committee oral report and minutes from December 6, 2024

President Peña gave a brief update to the Board, staff, and public.

B. Finance Committee — Clive Weightman, Board Treasurer

Finance Committee oral report and Finance Committee minutes from November 12, 2024

Treasurer Weightman gave a brief update to the Board, staff, and public.

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

Trustees Figueroa and Ortiz gave brief comments.

9. Reports

A. General Manager

i. General Manager's Report — Jeremy Wittie, M.S., CSDM, General Manager

General Manager, Jeremy Wittie, gave a brief update to the Trustees, staff, and public present.

B. General Counsel

None

10. Closed Session

Closed Session (s):

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957 (b)(1)

Title: General Manager

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

Agency designated representatives: President John Peña, Vice President Benjamin Guitron, and Trustee Felipe Ortiz

Unrepresented employee: General Manager

Upon return from Closed Session, Lena Wade, General Counsel, announced there was no reportable action.

11. Adjournment

There being no further business to discuss, President Peña adjourned the meeting at 7:48 p.m.

John Peña
President

Dr. Doug Kunz
Secretary

Coachella Valley Mosquito and Vector Control District

Checks Issued for the Period of:

Dec 6-Jan 10, 2025

Check No	Payable To	Description	Check Amount	Total Amount
	Payroll Disbursement	December 6, 2024	283,141.50	
	Payroll Disbursement	December 20, 2025	265,410.51	
	Payroll Disbursement	January 3, 2025	265,985.64	
				814,537.65
Pre-Approved Expenditures Utilities/Benefits:				
45575	Empower Trust Company, LLC	401/401a/457 Contributions: 11/22,12/08PP	24,109.00	
45597	CASDU	Reprint of lost check	405.01	
45598	Aflac	Reprint of lost check	1,517.56	
45599	Aflac	Reprint of lost check	1,517.56	
45600	CalPERS Healthcare Acct	Cafeteria Plan	119,796.74	
45601	CalPERS - Retirement Acct	Retirement Contributions: 11/08,11/22,12/08PP	123,993.00	
45618	CalPERS - Retirement Acct	Retirement Contributions: 12/20/2024PP	41,044.52	
45619	Empower Trust Company, LLC	Deferred Compensation: 12/20/2024PP	12,302.16	
45620	Principal Life Insurance Co.	Cafeteria Plan	14,297.12	
				338,982.67
Pre-Approved Expenditures less than \$10,000.00:				
45576	Advance Imaging Systems	Contract Services	482.40	
45577	Airgas USA, LLC	Lab Supplies & Expenses	879.14	
45578	Clairemont Equipment	Equipment Rental	374.05	
45579	ClientFirst Consulting Group LLC	Professional Services	2,641.25	
45580	CSI Ceja Security International	Contract Services	1,547.00	
45581	Daniel's Tire Service	Tire Services	1,041.82	
45582	Dudek & Associates	Professional Fees	830.00	
45583	Employee Relations Inc.	Recruitment/Advertising	42.90	
45584	C & J Brown & Company, CPAS - An Accountancy Corporation	Professional Fees	384.00	
45585	Government Finance Officers Assoc.	Conference Expense	1,500.00	
45586	Hypertec USA Inc	Cloud Computing Services	110.49	
45587	Jeffrey B. Love, Inc.	Attorney Fees	810.00	
45588	Jernigan's Sporting Goods, Inc.	Safety Expense	146.80	
45589	Izzy Motors Inc. dba La Quinta Chevrolet	Vehicle Parts & Supplies	814.01	
45590	Prudential Overall Supply	Uniform Expense	2,653.35	
45591	Quench USA Inc.	Employee Support	177.06	
45592	Shasta Fire Protection, Inc.	Repair & Maintenance	700.00	
45593	Slovak Baron Empey Murphey & Pinkney LLP	Attorney Fees	4,000.00	
45594	Total Compensation Systems, Inc.	Professional Fees	922.50	
45595	UPS	Postage	254.96	
45596	USA Drain & Plumbing Works INC	Repair & Maintenance	2,750.00	
45602	34th Street Inc. dba 34th Street Consulting, Inc.	Staff Training	2,950.00	
45603	Abila, Inc.	Cloud Computing Services	1,009.83	
45604	Advance Imaging Systems	Contract Services	431.03	
45606	CleanExcel	Janitorial Services	2,632.00	
45607	Desert Air Conditioning Inc.	Repair & Maintenance	3,343.80	
45608	C & J Brown & Company, CPAS - An Accountancy Corporation	Professional Fees	2,032.00	
45609	Gabriela Perezchica-Harvey	Professional Development	297.70	
45610	Hawk Designs	Offsite Vehicle Maintenance & Repair	215.00	
45611	Jernigan's Sporting Goods, Inc.	Safety Expense	200.00	
45612	Izzy Motors Inc. dba La Quinta Chevrolet	Vehicle Parts & Supplies	238.38	
45613	Pickering Events LLC	Promotion & Education	2,050.00	
45614	P.J.'s Desert Trophies	Employee Incentive	366.82	
45615	Prudential Overall Supply	Uniform Expense	1,795.01	
45616	Slovak Baron Empey Murphey & Pinkney LLP	Attorney Fees	3,156.50	
45617	Veolia ES Technical Solutions, LLC	Lab Supplies & Expenses	248.74	
45621	Airgas USA, LLC	Lab Supplies & Expenses	399.32	
45622	Burrtec Waste Industries	Repair & Maintenance	46.83	
45623	Consolidated Electrical Distributors, Inc.	Repair & Maintenance	347.78	
45624	Excel Landscape South	Contract Services	1,620.00	
45625	C & J Brown & Company, CPAS - An Accountancy Corporation	Professional Fees	2,032.00	
45626	Fiesta Ford-Lincoln-Mercury	Offsite Vehicle Maintenance & Repair	406.35	
45627	Hawk Designs	Vehicle Parts & Supplies	180.00	
45628	Hypertec USA Inc	Cloud Computing Services	110.49	
45629	City of Indio Alarm Program	Permits,Licenses, and Fees	14.00	
45630	Izzy Motors Inc. dba La Quinta Chevrolet	Vehicle Parts & Supplies	2,278.05	
45631	Linde Gas & Equipment Inc.	Offsite Vehicle Maintenance & Repair	67.71	
45632	Pitney Bowes Purchase Power	Postage	1,009.75	
45634	Prudential Overall Supply	Uniform Expense	3,414.25	
45635	Quench USA Inc.	Employee Support	186.14	
45636	Slovak Baron Empey Murphey & Pinkney LLP	Attorney Fees	4,000.00	
45637	SC Commercial LLC dba SC Fuels	Motor,Fuel,Oil	8,958.49	
45638	Veolia ES Technical Solutions, LLC	Lab Supplies & Expenses	124.47	
45639	UPS	Postage	287.68	
				69,511.85
Cash - California Bank & Trust Checking				
				69,511.85
Cash - California Bank & Trust Checking				
45605	Booz Allen Hamilton Inc.	Professional Services	25,000.00	
45640	UMPQUA Bank Commercial Card OPS	Umpqua District Credit Card December 2024 Statement	69,310.47	

Coachella Valley Mosquito and Vector Control District

Checks Issued for the Period of:

Dec 6-Jan 10, 2025

<u>Check No</u>	<u>Payable To</u>	<u>Description</u>	<u>Check Amount</u>	<u>Total Amount</u>
Cash - California Bank & Trust Check Run Total to be Approved				94,310.47
Total Expenditures: Dec 6-Jan 10, 2025				1,317,342.64
<hr/>		<hr/>		
John Pena, President		Clive Weightman, Treasurer		



FINANCE REPORTS

FINANCE

The financial reports show the balance sheet, receipts, and revenue and expenditure reports for the month ending November 30, 2024. The revenue and expenditure report shows that the operating budget expenditure for July 1, 2024 to November 30, 2024, is \$7,404,913 total revenue is \$356,064 resulting in excess revenue over (under) expenditure for the year to November 30, 2024, of (\$7,048,849).

THREE YEAR FINANCIALS

	Actual	Budget	Actual	Actual
	11/30/2024	Budget	11/30/2023	11/30/2022
Revenue	356,064	332,325	357,382	218,375
Expenses				
Payroll	4,868,434	4,905,392	3,541,512	3,649,375
Administrative Expe	446,739	501,970	445,285	362,364
Utility	75,941	58,560	50,791	57,398
Operating Expense	1,224,775	1,457,625	1,222,537	1,009,930
Contribution to Capital	789,024	789,024	1,005,899	1,506,673
Total Expenses	7,404,913	7,712,571	6,266,024	6,585,740
Profit (Loss)	(7,048,849)	(7,380,246)	(5,908,642)	(6,367,365)

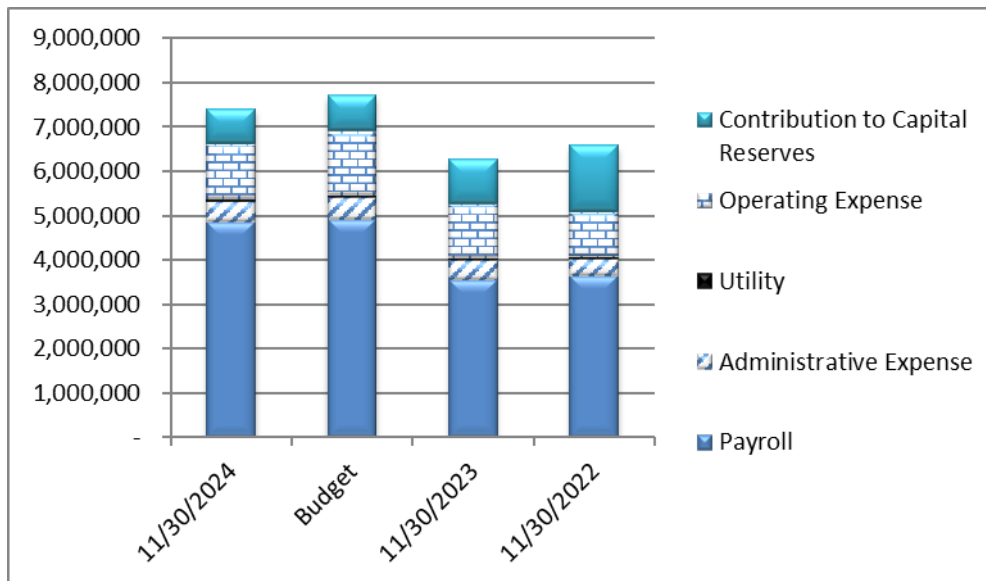


Figure 1 - Three Year Expenditure

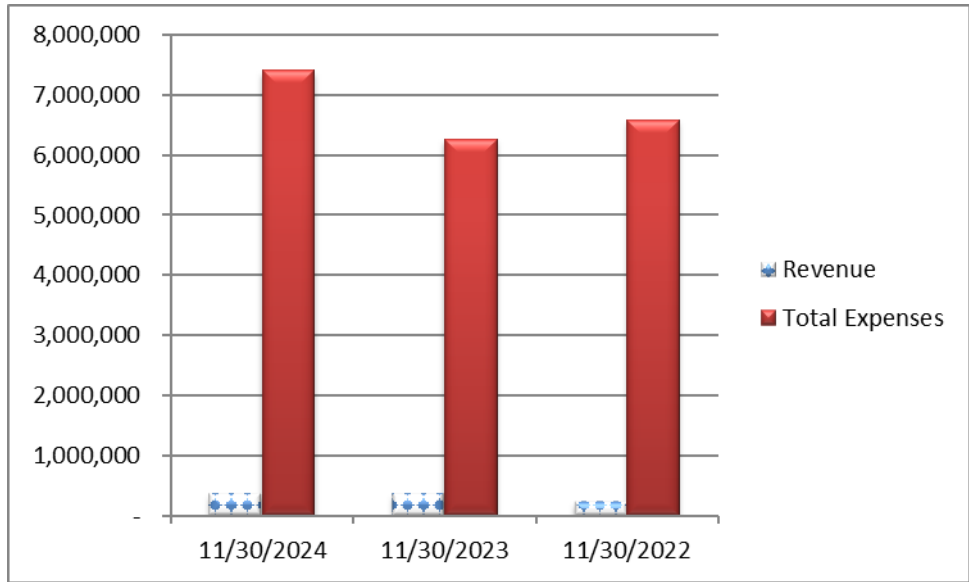


Figure 2 - Three-Year Revenue & Expenditure

THREE-YEAR CASH BALANCE

Cash Balances	11/30/2024	11/30/2023	11/30/2022
Investment Balance	14,522,491	12,386,266	10,158,305
Checking Accounting	149,009	28,357	29,633
Payroll Account	121,475	107,394	137,393
Petty Cash	2,000	2,000	2,000
Total Cash Balances	14,794,974	12,524,018	10,327,331

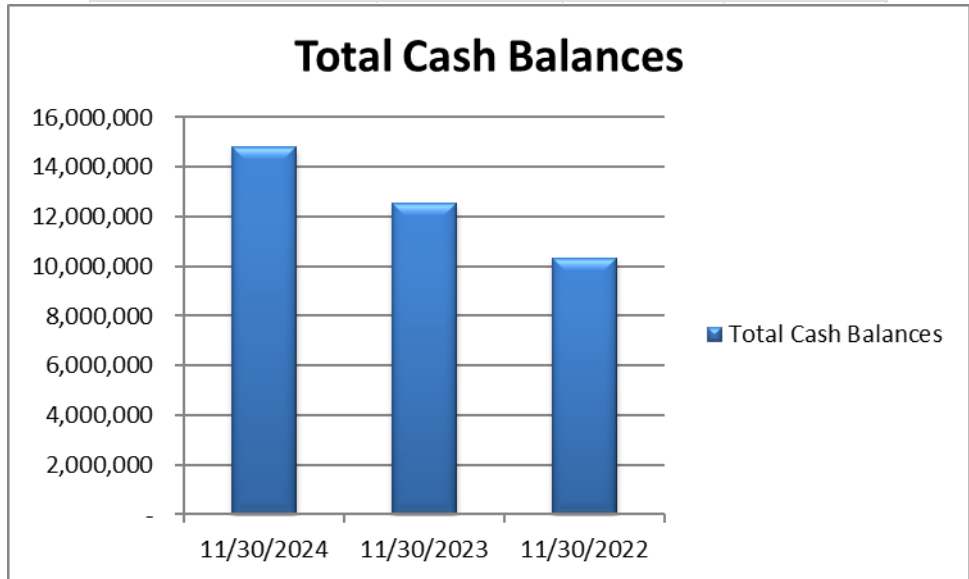


Figure 3 - Cash Balances

DISTRICT INVESTMENT PORTFOLIO 11/30/2024

The District’s investment fund balance for the period ending November 30, 2024, is \$14,522,491. The portfolio composition is shown in the pie chart. Local Agency Investment Fund (LAIF) accounts for 21% of the District’s investments; the Riverside County Pooled Investment Fund is 41% of the total. The LAIF yield for the end of October was 4.48% and the Riverside County Pooled Investment Fund was 4.11%. This gives an overall weighted yield for District investments of 3.37%.

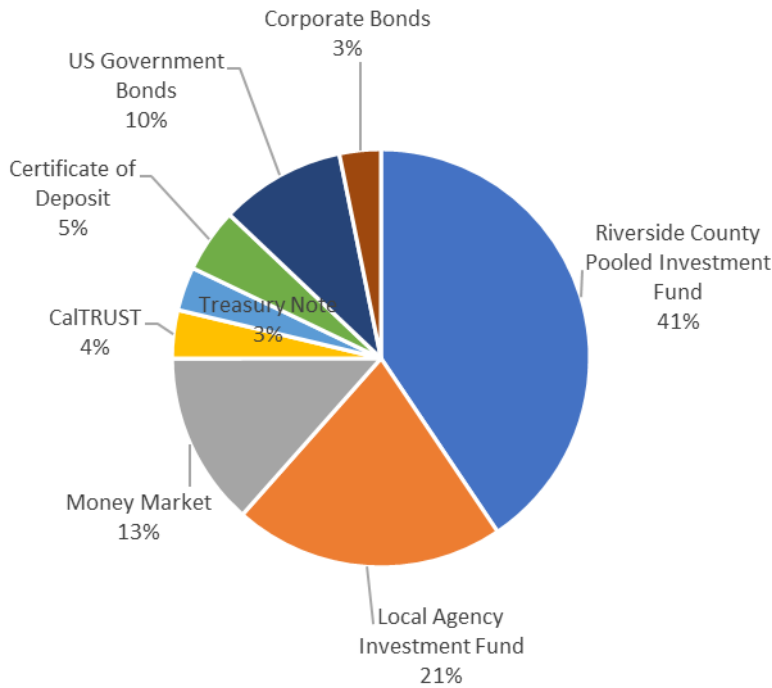


Figure 4 - Investment Portfolio 9/30/24

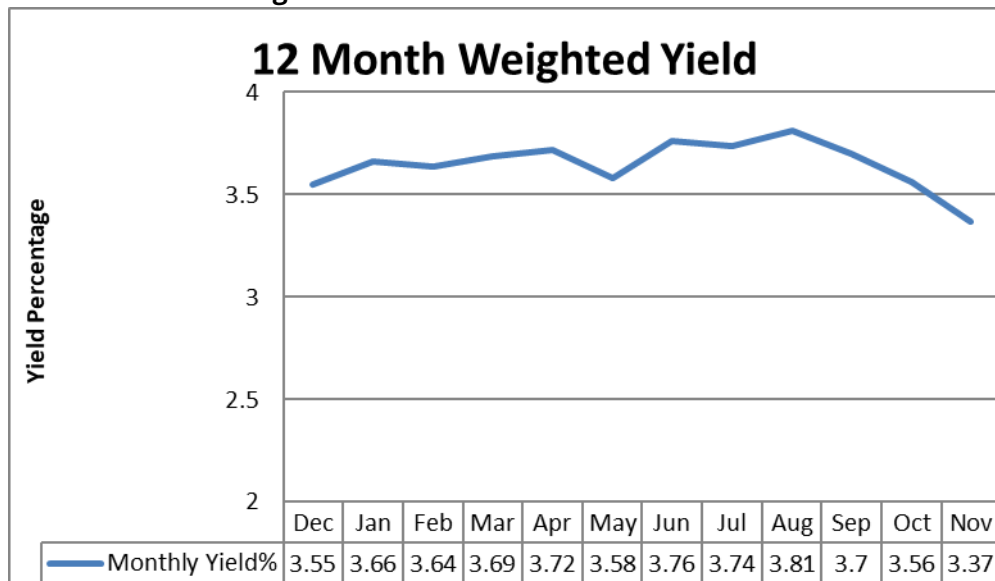
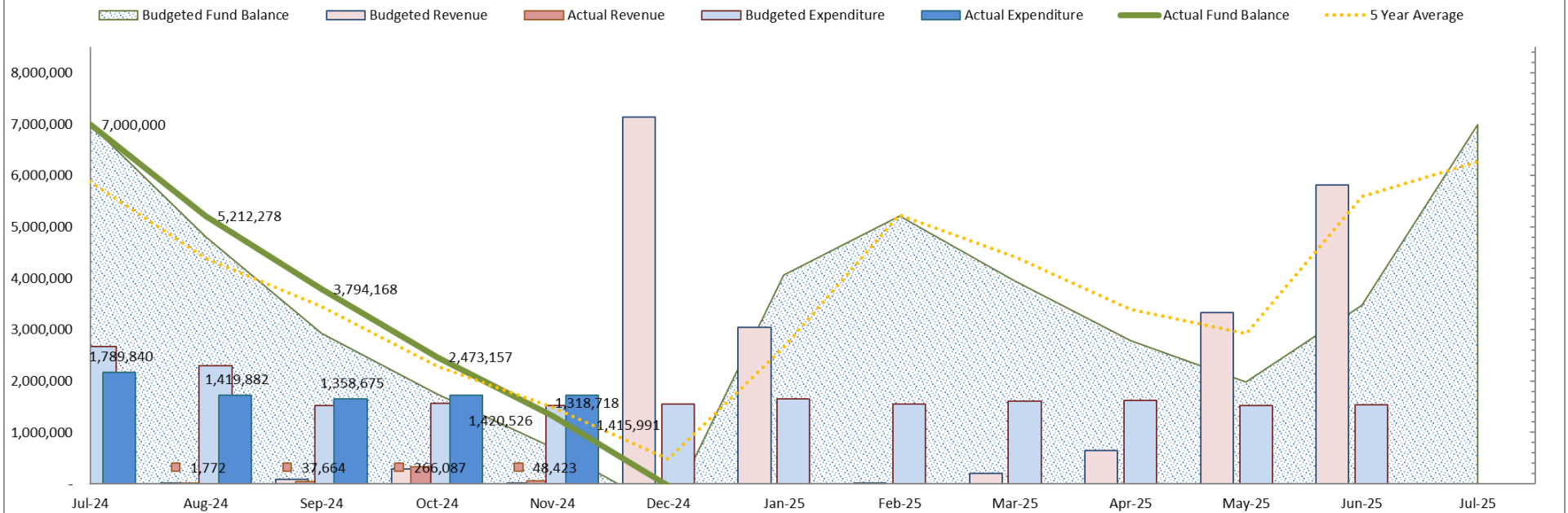


Figure 5 - District Investments Weighted Yield

General Fund Operational Cash Flow

Fiscal Year 2024- 2025



The **General Fund Operational Cash Flow** graph outlines the District's working capital for the fiscal year July 1, 2024, to June 30, 2025. The beginning Operational Cash Flow fund balance is \$7.0 million and the ending Operational Cash Flow fund balance is \$7.0 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 \$0.6 million for CalPERS unfunded liability. The budget also accounts for prepayments. The revenue follows a different pattern, Riverside County distributes the property tax revenue in January and May with advancements in December and April. The *shaded area* represents the **Budgeted Operational Cash Flow Fund Balance** which has a formula of (beginning) **Fund Operational Cash Flow Balance** plus **Revenue** minus **Expenditure**. The *green line* represents the **Actual Operational Cash Flow Fund Balance** and is graphed against the *shaded area* **Budgeted Operational Cash Flow Fund Balance**. The *three-year average* Fund Operational Cash Flow Balance is the orange dash line.

The graph shows \$7.0 million **Operational Cash Flow Fund Balance** plus total Revenue for July 1 to November 30, 2024, of 356,064 minus total Expenses of \$7,404,913 is \$(48,849). For planning purposes, the District is under budget. As long as the green line stays out of the shaded area the District is within budget, as of November 30, 2024, the line is outside the shaded area.

Coachella Valley Mosquito and Vector Control District
 FINANCES AT A GLANCE
 ALL FUNDS COMBINED
 For the Month Ended November 30, 2024

	Beginning of the Month	Change During the Month	End of the Month
INVESTMENTS	15,516,904	(994,413)	14,522,491
CASH	265,709	6,774	272,483
INVESTMENTS & CASH	15,782,613	(987,638)	14,794,974
RESTRICTED ASSETS	201,397		201,397
CURRENT ASSETS	1,954,797	(117,280)	1,837,517
FIXED ASSETS	8,735,019	-	8,735,019
OTHER ASSETS	5,712,600	-	5,712,600
TOTAL ASSETS	32,386,425	(1,104,918)	31,281,507
TOTAL LIABILITIES	5,562,872	107,933	5,670,804
TOTAL DISTRICT EQUITY	26,823,553	(1,212,851)	25,610,702
TOTAL LIABILITIES & EQUITY	32,386,425	(1,104,918)	31,281,507
RECEIPTS			
		\$ 101,204	
CASH DISBURSEMENTS			
Payroll	\$ 528,714		
General Admin	\$ 560,080		
	.		
Total Cash Disbursements		\$ (1,088,794)	
NON-CASH ENTRIES:			
Accrual Modifications -		\$ (117,328)	
Changes in A/P, A/R & Pre-paid insurance		_____	
Change during Month - Excess of Cash over Receipts & Non-Cash Adjustments		\$ (1,104,918)	

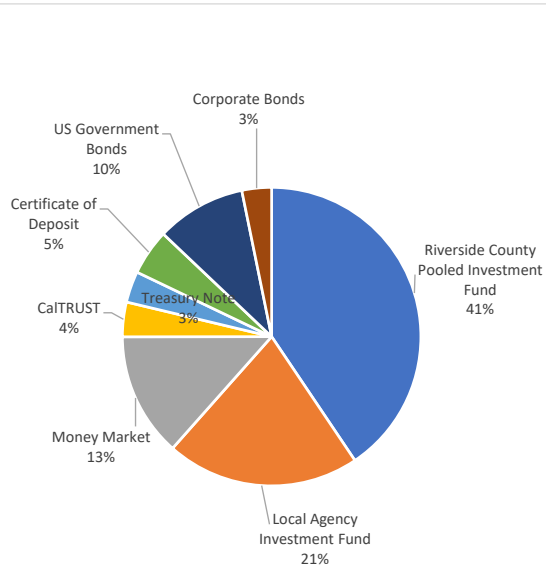
CVMVCD
 Cash Journal - deposits
 From 11/1/2024 Through 11/30/2024

Effective ...	Transaction Description	Deposits	Payee/Recipient Name
11/7/2024	Benefit Assessment Teeter	52,780.84	Riverside County
11/30/2024	November Receipts - Bank Interest	837.60	California Bank & Trust
11/30/2024	November Receipts - RDV	<u>47,585.40</u>	Riverside County
Report Total		<u>101,203.84</u>	

**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
INVESTMENT FUND BALANCES AS OF NOVEMBER 30, 2024**

INSTITUTION	IDENTIFICATION	Issue Date	Maturity Date	YIELD	General Fund	Thermal Capital Fund	Capital Equipment Replacement Fund	Capital Facility Replacement Fund	Capital Project Insectory Fund	BALANCE
LAIF	Common Investments			4.48%	1,702,515	46,888	117,508	879,787	299,976	\$ 3,046,675
Riverside County	Funds 51105 & 51115			4.11%	3,292,693	90,683	227,263	1,701,524	580,159	\$ 5,892,322
CalTRUST	Medium Term Fund			4.64%	304,259	8,379	21,000	157,228	53,609	\$ 544,475
CA Bank & Trust	Market Rate			1.10%	1,049,314	28,899	72,424	542,241	184,885	\$ 1,877,763
Pershing	Market Rate			1.00%	40,443	1,114	2,791	20,899	7,126	\$ 72,373
Federal Home Ln	US Government Bonds	11/24/2020	11/24/2025	0.63%		24,618	61,695	461,912	157,495	\$ 705,720
Federal Natl Mtg Assn	US Government Bonds	11/25/2020	11/25/2025	0.63%		24,614	61,687	461,853	157,475	\$ 705,630
Bank Amer Corp	Corporate Bonds	11/25/2020	11/25/2025	0.65%		16,252	40,731	304,950	103,977	\$ 465,910
US Treasury Securities	Treasury Note	1/17/2023	1/15/2026	3.88%		17,110	42,881	321,052	109,467	\$ 490,510
ALL IN American Cred	Certificate of Deposit	1/18/2023	1/19/2027	4.55%		8,618	21,599	161,712	55,138	\$ 247,068
Austin Telco	Certificate of Deposit	1/27/2023	1/27/2028	4.75%		7,920	19,849	148,612	50,671	\$ 227,052
Alaska USA Fed Cr	Certificate of Deposit	3/8/2023	3/8/2028	4.60%		8,616	21,592	161,663	55,121	\$ 246,993
Total Investments					6,389,225	283,712	711,022	5,323,433	1,815,100	\$ 14,522,491

**PORTFOLIO COMPOSITION AS OF NOVEMBER 30, 2024
WEIGHTED YIELD 3.37%**



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
November 30, 2024

		Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
Revenues										
4000	Property Tax - Current Secured	5,348,216	0	0	0	0	0	0	(5,348,216)	(100)%
4010	Property Tax - Curr. Supplmntl	67,646	0	0	0	0	0	0	(67,646)	(100)%
4020	Property Tax - Curr. Unsecured	252,667	231,645	254,707	23,062	0	0	0	2,040	1 %
4030	Homeowners Tax Relief	37,471	5,679	0	(5,679)	5,679	0	(5,679)	(37,471)	(100)%
4070	Property Tax - Prior Supp.	53,097	0	0	0	0	0	0	(53,097)	(100)%
4080	Property Tax - Prior Unsecured	12,532	0	0	0	0	0	0	(12,532)	(100)%
4090	Redevelopment Pass-Thru	8,465,177	0	47,585	47,585	0	47,585	47,585	(8,417,592)	(99)%
4520	Interest Income - LAIF/CDs	275,000	68,750	53,291	(15,459)	0	838	838	(221,709)	(81)%
4530	Other Miscellaneous Receipts	63,000	26,250	480	(25,770)	5,250	0	(5,250)	(62,520)	(99)%
4551	Benefit Assessment Income	2,370,094	0	0	0	0	0	0	(2,370,094)	(100)%
	Total Revenues	16,944,900	332,325	356,064	23,740	10,929	48,423	37,494	(16,588,836)	(98)%
Expenditures										
Payroll Expenses										
5101	Payroll - FT	6,656,349	2,773,479	2,934,703	(161,224)	554,696	795,263	(240,567)	3,721,647	56 %
5102	Payroll Seasonal	202,865	94,391	48,496	45,896	18,878	7,439	11,440	154,370	76 %
5103	Temporary Services	14,900	6,208	0	6,208	1,242	0	1,242	14,900	100 %
5105	Payroll - Overtime Expense	29,440	12,267	13,971	(1,704)	2,453	1,688	766	15,469	53 %
5150	CalPERS State Retirement	1,480,875	1,072,721	863,345	209,376	58,308	(44,150)	102,457	617,530	42 %
5155	Social Security Expense	409,979	171,436	183,188	(11,752)	34,287	46,842	(12,555)	226,791	55 %
5165	Medicare Expense	95,882	40,094	43,616	(3,522)	8,019	11,481	(3,462)	52,267	55 %
5170	Cafeteria Plan	1,381,508	575,629	635,388	(59,759)	115,126	112,258	2,867	746,121	54 %
5172	Retiree Healthcare	210,000	87,500	110,787	(23,287)	17,500	17,923	(423)	99,213	47 %
5180	Deferred Compensation	137,156	57,148	31,635	25,513	11,430	55,531	(44,102)	105,521	77 %
5195	Unemployment Insurance	34,236	14,518	3,307	11,212	2,904	401	2,503	30,930	90 %
	Total Payroll Expenses	10,653,191	4,905,392	4,868,434	36,957	824,842	1,004,676	(179,834)	5,784,756	54 %

CVMVCD
Statement of Revenue and Expenditures
November 30, 2024

		Annual		YTD Budget	Current	Current	Current	Annual	Percent	
		Budget	YTD Budget	YTD Actual	Variance	Period Budget	Period Actual	Budget Variance	Annual Budget	
									Annual Budget	
Administrative Expenses										
5250	Tuition Reimbursement	20,000	8,333	5,699	2,635	1,667	0	1,667	14,301	72 %
5300	Employee Incentive	10,000	4,167	7,153	(2,986)	833	6,295	(5,462)	2,847	28 %
5302	Wellness	10,600	4,417	303	4,114	883	39	845	10,297	97 %
5305	Employee Assistance Program	2,500	1,042	617	425	208	0	208	1,883	75 %
6000	Property & Liability Insurance	317,738	138,641	134,205	4,436	27,728	26,841	887	183,533	58 %
6001	Workers' Compensation Insurance	228,798	116,166	114,733	1,433	23,233	22,947	287	114,066	50 %
6050	Dues & Memberships	56,147	33,699	36,456	(2,756)	2,279	11,048	(8,769)	19,691	35 %
6060	Reproduction & Printing	41,950	17,479	6,687	10,792	3,496	333	3,163	35,263	84 %
6065	Recruitment/Advertising	6,000	2,500	1,653	847	500	160	340	4,347	72 %
6070	Office Supplies	23,035	9,098	5,739	3,359	1,820	1,172	648	17,296	75 %
6075	Postage	6,300	2,625	2,631	(6)	525	264	261	3,669	58 %
6080	Computer & Network Systems	13,399	5,583	0	5,583	1,117	0	1,117	13,399	100 %
6085	Bank Service Charges	500	208	247	(39)	42	49	(7)	253	51 %
6090	Local Agency Formation Comm.	3,000	3,000	3,196	(196)	0	0	0	(196)	(7)%
6095	Professional Fees	136,850	25,771	23,138	2,633	5,154	940	4,214	113,712	83 %
6100	Attorney Fees	97,000	49,167	27,368	21,798	6,833	4,000	2,833	69,632	72 %
6106	HR Risk Management	8,000	3,333	7,620	(4,287)	667	0	667	380	5 %
6110	Conference Expense	60,400	10,167	12,951	(2,785)	933	10,911	(9,977)	47,449	79 %
6115	In-Lieu	13,200	5,500	5,500	0	1,100	1,100	0	7,700	58 %
6120	Trustee Support	7,600	3,167	3,280	(114)	633	433	200	4,320	57 %
6200	Meetings Expense	11,380	4,742	3,089	1,653	948	828	120	8,291	73 %
6210	Promotion & Education	33,200	13,833	8,147	5,686	2,767	4,722	(1,955)	25,053	75 %
6220	Public Outreach Advertising	56,000	23,333	18,993	4,341	4,667	8,263	(3,596)	37,008	66 %
6500	Benefit Assessment Expenses	83,000	16,000	17,335	(1,335)	8,000	8,260	(260)	65,665	79 %
Total Administrative Expenses		1,246,597	501,970	446,739	55,231	96,034	108,603	(12,570)	799,858	64 %
Utilities										
6400	Utilities	137,783	57,410	75,272	(17,862)	11,482	20,420	(8,938)	62,511	45 %
6410	Telecommunications	2,760	1,150	669	481	230	0	230	2,091	76 %
Total Utilities		140,543	58,560	75,941	(17,381)	11,712	20,420	(8,708)	64,602	46 %

CVMVCD
Statement of Revenue and Expenditures
November 30, 2024

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
Operating									
7000 Uniform Expense	61,749	25,679	18,476	7,203	5,146	888	4,258	43,273	70 %
7050 Safety Expense	45,220	18,675	18,440	235	3,735	514	3,221	26,780	59 %
7100 Physican Fees	3,000	1,250	820	430	250	715	(465)	2,180	73 %
7150 IT Communications	94,980	39,575	37,242	2,333	7,915	7,767	148	57,738	61 %
7200 Household Supplies	3,000	1,250	2,309	(1,059)	250	551	(301)	691	23 %
7300 Repair & Maintenance	47,000	19,583	11,741	7,842	3,917	2,111	1,806	35,259	75 %
7310 Maintenance & Calibration	6,800	0	0	0	0	0	0	6,800	100 %
7350 Permits, Licenses & Fees	9,242	5,857	3,676	2,182	105	200	(95)	5,567	60 %
7360 Software Licensing	64,529	18,890	15,453	3,437	480	1,845	(1,365)	49,076	76 %
7400 Vehicle Parts & Supplies	59,700	24,875	21,709	3,166	4,975	2,908	2,067	37,991	64 %
7420 Offsite Vehicle Maint & Repair	19,378	8,074	14,651	(6,576)	1,615	6,131	(4,517)	4,727	24 %
7450 Equipment Parts & Supplies	34,380	14,500	22,182	(7,682)	2,615	5,996	(3,381)	12,198	35 %
7500 Small Tools Furniture & Equip	6,500	2,708	2,256	452	542	548	(6)	4,244	65 %
7550 Lab Supplies & Expense	55,275	26,250	19,069	7,181	4,800	2,677	2,123	36,206	66 %
7570 Aerial Pool Surveillance	25,000	0	0	0	0	0	0	25,000	100 %
7575 Surveillance	134,610	59,963	53,159	6,804	5,093	4,622	471	81,451	61 %
7600 Staff Training	141,774	57,288	53,229	4,059	18,501	14,378	4,123	88,545	62 %
7650 Equipment Rental	1,500	625	1,251	(626)	125	231	(106)	249	17 %
7675 Contract Services	170,258	82,414	75,939	6,475	12,081	13,696	(1,615)	94,319	55 %
7680 Cloud Computing Services	235,037	120,702	43,156	77,545	47,896	18,561	29,335	191,880	82 %
7700 Motor Fuel & Oils	159,800	66,583	56,005	10,578	13,317	16,292	(2,976)	103,795	65 %
7750 Field Supplies	23,000	9,583	2,936	6,648	1,917	21	1,896	20,064	87 %
7800 Control Products	832,830	683,071	650,219	32,851	7,083	7,546	(463)	182,611	22 %
7850 Aerial Applications	150,000	62,500	0	62,500	12,500	0	12,500	150,000	100 %
8415 Capital Outlay	101,350	42,896	35,179	7,716	7,379	3,453	3,926	66,171	65 %
8510 Research Projects	250,000	64,834	64,829	4	12,968	12,966	2	185,171	74 %
9000 Contingency Expense	275,000	0	849	(849)	0	(130)	130	274,151	100 %
Total Operating	3,010,912	1,457,625	1,224,775	232,849	175,204	124,487	50,716	1,786,137	59 %

CVMVCD
Statement of Revenue and Expenditures
November 30, 2024

	Annual Budget	YTD Budget	YTD Actual	YTD Budget Variance	Current Period Budget	Current Period Actual	Current Period Variance	Annual Budget Variance	Percent Annual Budget
Contribution to Capital Reserves									
8900 Transfer to other funds	1,893,658	789,024	789,024	0	157,805	157,805	0	1,104,634	58 %
Total Contribution to Capital Reserves	1,893,658	789,024	789,024	0	157,805	157,805	0	1,104,634	58 %
Total Expenditures	16,944,900	7,712,570	7,404,913	307,656	1,265,596	1,415,992	(150,396)	9,539,987	56 %
Net revenue over/(under) expenditures	0	(7,380,245)	(7,048,849)	331,396	(1,254,666)	(1,367,569)	(112,903)		

CVMVCD

Balance Sheet - Unposted Transactions Included In Report
As of 11/30/2024

		<u>Current Year</u>
Assets		
Cash and Investments		
1000	Cash - Investments	14,522,491.21
1016	Petty Cash	500.00
1017	Petty Cash Checking	1,500.00
1035	CB&T General Checking	149,008.74
1036	CB&T Payroll Checking	121,474.51
	Total Cash and Investments	<u>14,794,974.46</u>
Restricted Cash Assets		
1040	Restricted Assets - Pension Stabilization CEPPT	201,396.89
	Total Restricted Cash Assets	<u>201,396.89</u>
Current Assets		
1050	Accounts Receivable	15,000.00
1051	Lease Payments Receivable	14,645.58
1080	Interest Receivable	12,107.97
1085	Inventory	417,938.78
1166	Prepaid IT Service	6,983.33
1167	Prepaid Research Proposals	12,965.90
1168	Prepaid Expenses	351,945.03
1169	Deposits	1,005,930.00
	Total Current Assets	<u>1,837,516.59</u>
Fixed Assets		
1170	Construction in Progress	72,606.36
1300	Equipment/Vehicles	2,305,558.91
1310	Computer Equipment	827,649.76
1311	GIS Computer Systems	301,597.91
1320	Office Furniture & Equipment	1,348,648.73
1330	Land	417,873.30
1335	Oleander Building	5,665,861.83
1336	Signage	23,651.39
1340	Structures & Improvements	3,485,233.50

CVMVCD

Balance Sheet - Unposted Transactions Included In Report
As of 11/30/2024

		Current Year
1341	Bio Control Building	6,923,882.74
1342	Bio Control Equip/Furn	43,986.77
1399	Accumulated Depreciation	(12,681,531.98)
	Total Fixed Assets	8,735,019.22
	Other Assets	
1520	Resources to Be Provided	3,514,102.32
1525	Deferred Outflows of Resources	1,301,492.00
1530	Deferred Outflows of Resources - OPEB	897,005.31
1900	Due to/from	0.12
	Total Other Assets	5,712,599.75
	Total Assets	31,281,506.91
	Liabilities	
	Short-term Liabilities	
	Accounts Payable	
2015	Credit Card Payable	74,840.59
2020	Accounts Payable	370,947.17
2030	Accrued Payroll	189,355.28
2040	Payroll Taxes Payable	85,083.69
2185	Employee Dues	8,226.36
	Total Accounts Payable	728,453.09
	Total Short-term Liabilities	728,453.09
	Long-term Liabilities	
2100	Pollution Remediation Obligation	2,100,000.00
2200	Net Pension Liability	1,522,076.00
2230	Deferred Inflows - OPEB	483,696.00
2235	Deferred Inflow of Resources - Leases	14,472.55
2300	Net OPEB Liability	44,168.00
2500	Compensated Absences Payable	777,938.78
	Total Long-term Liabilities	4,942,351.33
	Total Liabilities	5,670,804.42

CVMVCD

Balance Sheet - Unposted Transactions Included In Report
As of 11/30/2024

	<u>Current Year</u>
Fund Balance	
Non Spendable Fund Balance	
3920 Investment in Fixed Assets	10,673,170.66
3945 Reserve for Prepaids & Deposit	1,041,259.68
3960 Reserve for Inventory	459,270.86
Total Non Spendable Fund Balance	<u>12,173,701.20</u>
Committed Fund Balance	
3965 Public Health Emergency	4,851,276.00
Total Committed Fund Balance	<u>4,851,276.00</u>
Assigned Fund Balance	
3910 Reserve for Operations	5,800,000.00
3925 Reserve for Future Healthcare Liabilities	453,746.00
3955 Thermal Remediation Fund	63,688.00
3970 Reserve for Equipment	726,018.00
3971 Reserve for Facility & Vehicle Replacement	2,659,312.00
Total Assigned Fund Balance	<u>9,702,764.00</u>
Unassigned Fund Balance	
3900 Fund Equity	(568,650.76)
3991 Prior Year Adjustment GASB87	20,909.82
3999 P&L Summary	5,797,281.31
Total Unassigned Fund Balance	<u>5,249,540.37</u>
Current YTD Net Income	(6,366,579.08)
Total Current YTD Net Income	<u>(6,366,579.08)</u>
Total Fund Balance	<u>25,610,702.49</u>
Total Liabilities and Net Assets	<u><u>31,281,506.91</u></u>



CORRESPONDENCE



SHELTER
FROM THE
STORM

FOR VICTIMS OF DOMESTIC VIOLENCE

73-550 Alessandro Dr., Ste. #103, Palm Desert, CA 92260 · Fed I.D. 33-0293124
Phone: (760) 674-0400 Fax: (760) 674-0440 · www.shelterfromthestorm.com
24-Hour Crisis Hot Line: (760) 328-SAFE or 1-800-775-6055

December 26, 2024

CV Mosquito & Vector Control District
Ms. Abby Torres
Email: atorres@cvmosquito.org

SENT VIA EMAIL

Subject: Heartfelt Thanks for Adopting Families This Holiday Season

Dear Abby,

On behalf of Shelter From The Storm, Inc. (SFTS) I extend our heartfelt gratitude for your extraordinary generosity in **adopting three families** through our Adopt-A-Family for the Holidays program. Your kindness has made this holiday season brighter for these families, providing not only essential items but also hope and joy during a challenging time in their lives. Thank you for dropping off the gifts on December 12, 2024, in time for our client holiday distribution event.

Your contributions have created lasting memories for families who now feel the love and care of our community. Thanks to your support, these families are better equipped to build a more stable and hopeful future.

We are incredibly grateful for your partnership and look forward to working together in the future to continue making a difference in the lives of survivors of domestic violence and their children. Wishing you and your team a joyous holiday season and a prosperous New Year.

Warm regards,

Angelina Coe
Executive Director
Shelter From The Storm, Inc. (SFTS)



**Coachella Valley Mosquito and Vector
Control District**

January 14, 2025

Staff Report

Agenda Item: Consent Calendar

Approval to renew the annual agreement with Ocean Air Helicopters Inc. to conduct aerial ultra-low volume (ULV) adulticiding and larviciding applications; *Budgeted; Funds Available* – **Greg Alvarado, Operations Manager**

Background:

Currently, the District has an aerial applications contract with Ocean Air Helicopters Inc. to conduct adulticide or larvicide applications. There is a four (four) hour minimum per application for daytime applications and a three (3) hour minimum per application for nighttime applications. After eight (8) applications there will be a three (3) hour minimum per application. These hourly rates include truck and ground crew, helicopter, and pilot, with flight time only recorded when the aircraft is in the air.

Current rate:

- \$3000.00 per hour for a daytime application with Helicopter Bell 206L4; \$3150.00 per hour for nighttime application with Helicopter Bell 206L4.

Needs Assessment:

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

Staff Recommendation:

Staff recommends renewing the agreement with Ocean Air Helicopters Inc.

Fiscal Impact: Based on use - total budget for this line item is \$150,000

FY2024-25 Budget GL 7850.01.500.000- Aerial Applications	Current Available Funds	Estimated Expense Remainder Fiscal Year 2024-25	Remaining Available Funds
\$150,000	\$150,000	\$0-150,000	150,000

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

THIS SERVICE PROVIDER AGREEMENT (hereinafter, the "Agreement") is made and entered into this ___ day of December 2024, by and between the Coachella Valley Mosquito and Vector Control District, an independent special district operating under the Mosquito Abatement and Vector Control District Law (California Health and Safety Code §§ 2000 et seq.), located in the County of Riverside, State of California, hereinafter referred to as the "District," and Ocean Air Helicopters, Inc., a California corporation, hereinafter referred to as "Service Provider." The District and Service Provider are sometimes individually referred to herein as a "Party", and collectively referred to herein as the "Parties" with reference to the following:

RECITALS:

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

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

NOW THEREFORE, in consideration of the covenants, conditions, and promises contained herein and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. INCORPORATION OF RECITALS

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

Section 2. SCOPE OF SERVICES, EXTRA WORK

Service Provider shall perform those Services specifically described in the "Scope of Services," attached hereto and incorporated herein by this reference as Exhibit "A." At any time during the term of this Agreement, the District may request that Service Provider perform "Extra Work". As used herein, the term "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Service Provider shall not perform, nor be compensated for, Extra Work without prior written authorization from the District. Notwithstanding anything to the contrary herein, any provisions in the Proposal that are in addition to or inconsistent with the terms of this Agreement shall be deemed invalid and shall have no force or effect.

Section 3. TERM

This Agreement shall commence upon mutual execution and shall continue in full force and effect until December 31, 2027.

Section 4. COMPENSATION

Compensation to be paid to Service Provider shall not exceed (1) **Three Thousand Dollars and No Cents (\$3,000.00)** per hour for a daytime application with Helicopter Bell 206L4; (2) **Three Thousand One Hundred Fifty Dollars and No Cents (\$3,150.00)** per hour for nighttime application with Helicopter Bell 206L4.

There is a four (four) hour minimum per application for daytime applications and a three (3) hour minimum per application for nighttime applications. After eight (8) applications there will be a three (3) hour minimum per application. These hourly rates include truck and ground crew, helicopter, and pilot, with flight time only recorded when the aircraft is in the air.

Ocean Air Helicopters, Inc. will be available for contract work with a 48-hour notice pending prior commitments, in accordance with the Schedule of Rates set forth in this Section 4.

Section 5. METHOD OF PAYMENT

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

b. The District shall pay Service Provider the amount specified in the invoice within thirty (30) days of receipt by the District, provided that the Services reflected in the invoice were performed to the reasonable satisfaction of the District in accordance with the terms of this Agreement.

Section 6. INDEPENDENT CONTRACTOR'S STATUS

a. Service Provider shall perform the Services in Service Provider's own way as an independent contractor, and in pursuit of Service Provider's independent calling, and not as an employee of the District. However, Service Provider shall regularly confer with the District's General Manager as provided for in this Agreement.

b. Service Provider agrees that it is not entitled to the rights and benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Service Provider is responsible for providing, at its own expense, disability, unemployment, workers' compensation, and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

c. Service Provider hereby specifically represents and warrants to the District that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of the District and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the District is located. Further,

Service Provider represents and warrants that the individual signing this Agreement on behalf of Service Provider has the full authority to bind Service Provider to this Agreement.

Section 7. CIVIL CODE SECTION 1542 WAIVER

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

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

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities, and demands of whatsoever character, nature, and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Service Provider further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

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

a. Service Provider represents and acknowledges the following:

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

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

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

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

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

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

b. The District represents and acknowledges the following:

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

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

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

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

(5) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the Services set forth in this Agreement, provided that such Services do not interfere with the District's normal business operations.

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

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

Section 9. NOT AGENT OF THE DISTRICT

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

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

Section 10. LICENSING AND PERMIT REQUIREMENTS

Service Provider represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications, and/or permits necessary for performing the Services described in this Agreement.

Section 11. WARRANTY

Service Provider warrants that all Services will be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such Services.

Section 12. FAMILIARITY WITH WORK

a. By executing this Agreement, Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the Scope of Services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

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

Section 13. EQUAL OPPORTUNITY EMPLOYMENT

Service Provider represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Service Provider shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Section 14. CONFLICTS OF INTEREST

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

Section 15. COMPLIANCE WITH LAWS

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

Section 16. INSURANCE REQUIREMENTS

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers and agents and independent contractors. Service Provider shall provide insurance on an occurrence, not claims-made basis. Service Provider acknowledges and agrees that for purposes of clarification

with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Service Provider shall further procure and maintain at its own expense, during the term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers and agents and independent contractors in performing the Services required by this Agreement.

c. Service Provider agrees to require that all Parties, including but not limited to subcontractors, architects, engineers, or others with whom Service Provider enters into contracts or whom Service Provider hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the Parties to this Agreement. Service Provider agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

d. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Service Provider agrees to maintain all coverages required herein until the District provides written authorization to terminate the coverages following the District's review and determination that all liability posed under this Agreement as to the Party providing insurance has been eliminated.

e. Service Provider agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Service Provider shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the District and/or its officers, employees, servants, volunteers, agents and independent contractors.

Section 17. WORKERS' COMPENSATION INSURANCE

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

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

Section 18. ADDITIONAL NAMED INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for

Workers' Compensation, errors and omissions, professional liability, or directors and officers coverage, shall bear an endorsement whereby it is provided that, the District and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the District's General Manager and it's General Counsel, are named as additional insured's.

Section 19. WAIVER OF SUBROGATION RIGHTS

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

Section 20. PROOF OF INSURANCE COVERAGE; CERTIFICATES

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

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

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time provided that the respective Party provides the other Party at least thirty (30) business days written notice of such termination or suspension.

b. This Agreement may be terminated or suspended with cause by either Party at any time provided that the respective Party provides the other Party at least ten (10) business days' written notice of such termination or suspension.

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

Section 22. TIME OF THE ESSENCE

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

Section 23. INDEMNIFICATION

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

except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, agents, employees or volunteers.

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

c. Notwithstanding the provisions of subsections a. and b. of this section, Service Provider shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the District to furnish timely information or to approve or disapprove Service Provider's work promptly, or by reason of delay or faulty performance by the District, construction contractors, or governmental agencies, or by reason of any other delays beyond Service Provider's control, or for which Service Provider is without fault.

Section 24. REPORTS

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

Section 25. BOOKS AND RECORDS

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

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

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

d. Where the District has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Service Provider's business, the District may, by written request of any of the above-named officers, require that custody of the records be given to the District and that the records and documents be maintained at the District's main office. Access to such records and documents shall be granted to any Party

authorized by Service Provider, Service Provider's representatives, or Service Provider's successor-in-interest.

Section 26. OWNERSHIP OF DOCUMENTS

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

Section 27. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without prior written consent of the District, be used by Service Provider for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Service Provider shall not use the District's insignia or photographs relating to the project for which Service Provider's Services are rendered, or any publicity pertaining to Service Provider's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

Section 28. MODIFICATIONS AND AMENDMENTS

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

Section 29. BACKGROUND CHECKS

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

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the District and Service Provider with respect to the subject matter of this Agreement.

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

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

Section 31. AMBIGUITIES

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

Section 32. NOTICES

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

To the District:	Jeremy Wittie, General Manager Coachella Valley Mosquito & Vector Control District 43-420 Trader Place Indio, CA 92201 Telephone: (760) 342-8287 Facsimile: (760) 342-8110 Email: JWittie@cvmosquito.org
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To Service Provider:	Hunter Olney, Owner Ocean Air Helicopters, Inc. P.O. Box 1522 Valley Center, CA 92082 Telephone: (760) 393-8014 Email: oceanairhelicopters@gmail.com
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

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

Section 34. REVIEW BY ATTORNEYS

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

Section 35. WAIVER

- a. No waiver shall be binding unless executed in writing by the Party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT AND SUBCONTRACTING

- a. The experience, knowledge, capability, and reputation of Service Provider, its principals, and employees were a substantial inducement for the District to enter into this Agreement. Assignments of any or all rights, duties, or obligations of Service Provider under this Agreement will be permitted only with the written consent of the District.
- b. Service Provider shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the District. If the District consents to such subcontract, Service Provider shall be fully responsible to the District for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the District and subcontractor nor shall it create any obligation on the part of the District to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 37. CARE OF WORK

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

Section 38. CAPTIONS AND HEADINGS

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

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

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

Section 40. SEVERABILITY

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

Section 41. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 42. DEFAULT

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

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

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

d. In the event that a default of any Party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 43. CUMULATIVE REMEDIES

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

Section 44. VENUE

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

Section 45. LITIGATION EXPENSES AND ATTORNEY'S FEES

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

Section 46. EFFECTIVENESS OF AGREEMENT

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

Section 47. NO THIRD PARTY BENEFICIARIES

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

Section 48. LABOR LAWS

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

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

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

Section 49. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

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

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

Section 50. COUNTERPARTS

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

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

OCEAN AIR HELICOPTERS

Jeremy Wittie, M.S., CSDM General Manager

Hunter Olney, Owner

ATTEST:

Melissa A. Tallion, Clerk of the Board

APPROVED AS TO FORM:

Lena D. Wade, General Counsel

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

**EXHIBIT "A"
SCOPE OF SERVICES**

Ocean Air Helicopters, Inc. agree to perform as follows:

To have a suitable FAA approved helicopter available to the District for the period from December __, 2024, through December 31, 2027, for the following purposes:

1. Adulthooding and/or larviciding as requested by the District.
2. Ocean Air Helicopters, Inc. shall maintain its FAA approved helicopter in good and workman-like condition, such that the helicopter is prepared to fly on no more than 48 hours' notice. The helicopter shall also be maintained and available to fly at least 10 days in a row, weather permitting.
3. Ocean Air Helicopters, Inc. shall provide the District with all updates and renewals of the insurance policies and with licenses as necessary to operate a helicopter under this Agreement, within one week of any change to the insurance and licenses provided at execution of this agreement.
4. Ocean Air Helicopters, Inc. is required to provide a FAA certified pilot, who holds a State of California pesticide certification and individual commercial applicator license, within 48 hours of notice.
5. Ocean Air Helicopters, Inc. will work with the District to obtain a congested area flight plan from the FAA for flying over populated areas.
6. Provide ULV aerial mosquito adulthooding and/or larviciding control over proposed sites specified by the District.
7. To follow the proposed flying route, swath width, and applications rate required by District.
8. Only in the event of unfavorable weather conditions or mechanical problems with the helicopter shall Ocean Air Helicopters, Inc. be relieved of the obligation within this contract.
9. To be responsible to calibrate the helicopter according to the specifications provided by the District and the product manufacturer.
10. To record and provide the District with the hours worked, helicopter hours and area treated in each monthly billing statement.
11. All equipment required by Service Provider to perform the Services must be on standby availability to conduct aerial pesticide applications upon notice during the year.

12. Ability to communicate directly with other aircraft, ground crew, and FAA air traffic control as required.

Obligations of the District:

The District shall be responsible for and agrees to perform as follows:

1. To provide aerial maps, routes, flight routes, swath width of areas for ULV adulticiding for each application.
2. To provide products to be used for ULV and larvicide applications and provide the label and MSDS for the product.
3. To provide requires application rate and provide blank product for calibration of equipment.
4. To perform adult surveillance before, during, and after ULV adulticiding.
5. To post and inform the public regarding area or routes of aerial ULV adulticiding.
6. To provide monthly summary of pesticide used during ULV aerial adulticiding to the Agricultural Commissioner.

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

**EXHIBIT "B"
CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

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

OCEAN AIR HELICOPTERS, INC.

Hunter Olney

Date



**Coachella Valley Mosquito and
Vector Control District**

Staff Report

January 14, 2025

Agenda Item: Items of General Consent

Approval to purchase two (2) Polaris Ranger XP 1000 Premium Utility Vehicles, branding and accessories, in an amount not to exceed \$50,000.00, from Capital Replacement Budget Fund #8415.13.300.000 – utilizing the Sourcewell Contract 091024-PSI - **Edward Prendez, Information Technology Manager**

Background:

This request is for the purchase of two (2) replacement Polaris Ranger Utility Vehicles, including branding and required accessories. As part of the replacement process, Fleet Services will retire UNIT #5 Polaris Ranger and UNIT #157 Polaris Sportsman ATV. Following this replacement, the fleet will consist of three (3) Polaris Rangers and one (1) Polaris Sportsman ATV.

The accessories include:

- Steel/Aluminum Tubing: For mounting water tanks, hoses and engine.
- Tank Connectors: To integrate barrier sprayers with vehicles.
- Protective Shields: To safeguard operators during spraying operations.

These barrier sprayers are essential for applying control products to vegetation in both urban and rural environments. They are particularly effective in areas with elevated mosquito activity, targeting mosquitoes while they are resting on or landing on vegetation.

Each Polaris Ranger XP 1000 Premium vehicle costs \$20,240.92, with both vehicles supporting the Operations Mosquito Program to enhance operational efficiency and effectiveness.

The District's Purchasing Policy permits exceptions to the competitive bidding process when a purchase or contract is tied to a government agency's purchase order or contract that has been authorized through that agency's competitive bidding procedures. This provision enables the District to "piggyback" on contracts established by other government agencies, such as the Sourcewell Contract 091024-PSI.

The purchase of new utility vehicles has been accounted for in the Capital Outlay budget under Fleet Maintenance Capital Outlay, with a designated amount of \$50,000.00 allocated for the utility vehicle purchase.

Staff Recommendation:

Approval of purchasing two (2) vehicles utilizing the Sourcewell 091024-PSI.

Strategic Business Plan Alignment:

Goal 4.3: Increase the effectiveness of staff in measurable ways through the implementation and use of new tools, technology, and equipment.

Fiscal Impact:

FY2024-25 Budget GL # 8415.14.300.000 Amount budgeted	Current Available Funds	Proposed Expense Fiscal Year 2024-25	Remaining Available Funds
\$363,200	338,693	50,000	288,693



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
 Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name:	JUAN HERRERA	Quote Number:	QUO-64187-P4N8J8
Email:	jcherrera@cvmosquito.org	Revision #:	1
Phone:	7605412065	Date:	1/6/2025 2:42 PM
Fax:		Quote Expires:	2/5/2025
Bill To:	Coachella Valley Mosquito and Vector Control District	Contract Name:	Sourcewell
		Contract #:	091024-PSI
		Expiration Date:	11/13/2028
	92201	Cage:	3FP69
Ship To:		Duns#:	123399383
		Tax ID#:	41-1921490
	92201	Customer#:	

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended	Install Amount
R25RRE99BK	2	RANGER XP 1000 Premium - Stealth Gray - CA	\$20,999.00	\$20,240.92	\$40,481.84	\$0.00

Comments: Sourcewell ID# 109218

SUBTOTAL	\$40,481.84
INSTALL*	\$0.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$40,481.84

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
 - Billing Phone Number
 - Ship to Address
 - Point of Contact for Delivery
 - Point of Contact E-Mail
 - Point of Contact Phone
 - Quote Number
 - Alternate Point of Contact (Required)
 - Do you have a loading dock, ramps, or forklift for offloading
 - Tax exempt form for state we are shipping (or inform if taxable)
-

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



NEW BUSINESS



**Coachella Valley Mosquito and
Vector Control District**

Staff Report

January 14, 2025

Agenda Item: New Business

Discuss the appointment of the Abatement Hearing Committee — **John Peña, Board President**

Background:

Abatement Hearing Committee – The Abatement Hearing Committee conducts nuisance abatement hearings at regular or special meetings of the Committee in compliance with the Ralph M. Brown Act. The Committee is composed of three (3) Trustees, with one alternate, appointed by the Board annually each January, or whenever a vacancy occurs.

On January 9, 2025, Megan Scarborough-Eckel, Clerk of the Board, surveyed the Board of Trustees; those who expressed interest are listed below.

2025 Interested Trustees:

- Gary Gardner
- Benjamin Guitron-Alternate



**Coachella Valley Mosquito and
Vector Control District**

January 14, 2025

Staff Report

Agenda Item: New Business

Nomination and Election of Board Officers for the 2025 Calendar Year – **ad hoc
Nominations Committee**

Background:

The Nominations Committee (Trustees Frank Figueroa, Benjamin Guitron, and Felipe Ortiz) was appointed on January 9, 2025, by the Board President under the District's Bylaws to recommend a slate of Board officers for the 2025 calendar year.

Pursuant to Health and Safety Code section 2027(a), the Board is required to elect its officers at the first meeting in January each year or every other year. The Board's Bylaws currently provide officer terms of one year, and each officer shall serve not more than four (4) consecutive full terms in the office to which they were elected. To be eligible to hold office, the Trustee must have served as a Trustee for one calendar year.

The four officer positions are tasked with the following duties pursuant to the Bylaws:

President – When necessary, the President shall be the official representative of the District. He/she shall have the power to appoint committees and such other powers, as may be delegated by the Board, from time to time. The President is encouraged to appoint ad hoc committees whenever appropriate. The President shall be responsible for opening meetings promptly and for administering the business of the day, expediently and with appropriate order and decorum. The President shall sign all acts, orders, resolutions, and proceedings of the Board.

Vice-President – In the absence of the President, the Vice President shall assume the duties of the President.

Secretary – The Secretary shall assist the President as necessary. In the absence of the President and Vice-President, the Secretary shall assume the duties of the President. It

shall be the duty of the Secretary to authenticate, by his/her signature, when necessary, all the acts, orders, and proceedings of the Board.

Treasurer – The Treasurer shall assist the President as necessary. In the absence of the President, Vice-President, and Secretary, the Treasurer shall assume the duties of the President. The Treasurer shall also be responsible for the management of the District’s financial affairs.

To facilitate the process of electing new officers, the Nominating Committee has developed a slate of candidates for the offices of the President, Vice-President, Secretary, and Treasurer to be considered by the Board of Trustees, as follows:

<i>President:</i>	<i>Trustee John Peña</i>
<i>Vice-President:</i>	<i>Trustee Benjamin Guitron</i>
<i>Secretary:</i>	<i>Trustee Doug Kunz</i>
<i>Treasurer:</i>	<i>Trustee Frank Figueroa</i>

(Attached is information regarding the background of each of the candidates).

Each Board Member will have the opportunity to nominate other candidates from the floor. This slate, if elected, would serve for the 2025 calendar year. Under the Brown Act, the votes must be taken in open session since secret ballots are not permitted.

Committee Recommendation:

The ad hoc Nominations Committee recommends that the Board approve the nominated slate as presented.

To: Board of Trustees

Subject: Nominations for Officers of the CVMVCD Board of Trustees-2025

The Nominations Committee (Trustees: Frank Figueroa, Gary Gardner, Benjamin Guitron, and Felipe Ortiz) reviewed the possible candidates for the officer positions for the Coachella Valley Mosquito and Vector Control Board for 2025.

As a result, we recommend the following slate of Trustees to fill the officer positions for 2025:

President: John Peña

Trustee Peña was appointed by the City of La Quinta and has served on the Board of Trustees since 2021. Trustee Peña is a lifelong Coachella Valley resident and is involved in his community serving on several Boards and Commissions throughout the Coachella Valley. He was first elected to the La Quinta City Council in 1984 and served on the Council until his retirement in 2022. He came out of his public service retirement and was again elected to the City Council in 2014. The Nominating Committee is nominating Trustee Peña for President.

Vice President: Benjamin Guitron

Trustee Guitron was appointed by the City of Indio and has served on the Board of Trustees since 2018. Trustee Guitron is a retired Police Administrative Officer with the Indio Police Department and was a member of the police department for over 35 years. Trustee Guitron is involved with community work serving on Boards across the Coachella Valley. This has allowed him to gain experience with budgets, management, risk management, community relations, public safety, and civic government. He was also most recently elected to Indio City Council. The Nominating Committee is nominating Trustee Guitron for Vice President.

Secretary: Dr. Doug Kunz

Trustee Kunz was appointed by the City of Palm Springs and has served on the Board of Trustees since 2016. Trustee Kunz has practiced small animal medicine and surgery in Palm Springs for the past 45 years. He currently serves as Medical Director at VCA Desert Animal Hospital in Palm Springs. Dr. Kunz is involved in his community and was a leader for 40 years in the Boy Scouts. The Nominating Committee is nominating Trustee Kunz for Secretary.

Treasurer: Frank Figueroa, Ed.D.

Trustee Figueroa was appointed by the City of Coachella and has served on the Board since 2023. Trustee Figueroa is a lifelong Coachella Valley resident, serving on several Boards and Commissions throughout the valley, and finally being elected to Coachella City Council in 2022. Trustee Figueroa has also worked as a financial manager at the University of California, Riverside for 10 years.

Respectfully submitted by the Nominations Committee:

- Frank Figueroa
- Benjamin Guitron
- Felipe Ortiz

	<p>Coachella Valley Mosquito and Vector Control District</p> <p>Staff Report</p>	<p>January 14, 2025</p>
<p>Agenda Item: New Business</p> <p>Approval of Resolution 2025-02 Adopting the Purchasing Policy and Guidelines Which Shall Supersede Prior Policies And Shall Govern The District's Purchasing Function– David I'Anson, Administrative Finance Manager</p>		
<p>Background:</p> <p>The District adopted the current Purchasing Policy and Guidelines in 2019 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>Changes include increasing the informal bidding procedure requiring three (3) documented quotes from \$2,000 to \$10,000 for the procurement of goods and services for the District, and updating language to include informal bidding procedure under the Uniform Public Construction Cost Accounting Act adopted by Resolution 2024-16 (December 2024).</p>		
<p>Staff Recommendation:</p> <p>Staff recommends that the Board of Trustees adopts Resolution 2025-02, Adopting the Purchasing Policy and Guidelines Which Shall Supersede Prior Policies And Shall Govern The District's Purchasing Function</p>		
<p>Attachments:</p> <ul style="list-style-type: none"> • Purchasing System Overview • Payment Procedure Overview • Purchasing Policy and Guidelines • Resolution 2025-02 		

Resolution No. 2025-02

**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 October 8, 2019, the District adopted the current Purchasing Policy and Guidelines ("2019 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 informal bidding procedure requiring three (3) documented quotes for the procurement of goods and services for the District valued from \$2,000 to \$10,000; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by this reference are the Purchasing Policy and Guidelines ("2025 Purchasing Policy") that have been edited (1) to include informal bidding as set forth above, and (2) to make ministerial, non-substantive changes to the 2019 Purchase Policy; and

WHEREAS, the District now desires to approve and adopt the attached 2025 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 Board of Trustees of the District does hereby rescind the 2019 Purchase Policy and approve and adopt the 2025 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 2025 Purchase Policy.

Section 4. Public Inspection and Copying.

A copy of the 2025 Purchase Policy shall be maintained at the District's 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 2025 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 2025 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.

PASSED, ADOPTED AND APPROVED, this 14th day of January 2025.

John Peña, President
Board of Trustees

ATTEST:

Megan Scarborough-Eckel, Clerk of the Board

APPROVED AS TO FORM:

Lena D. Wade, General Counsel

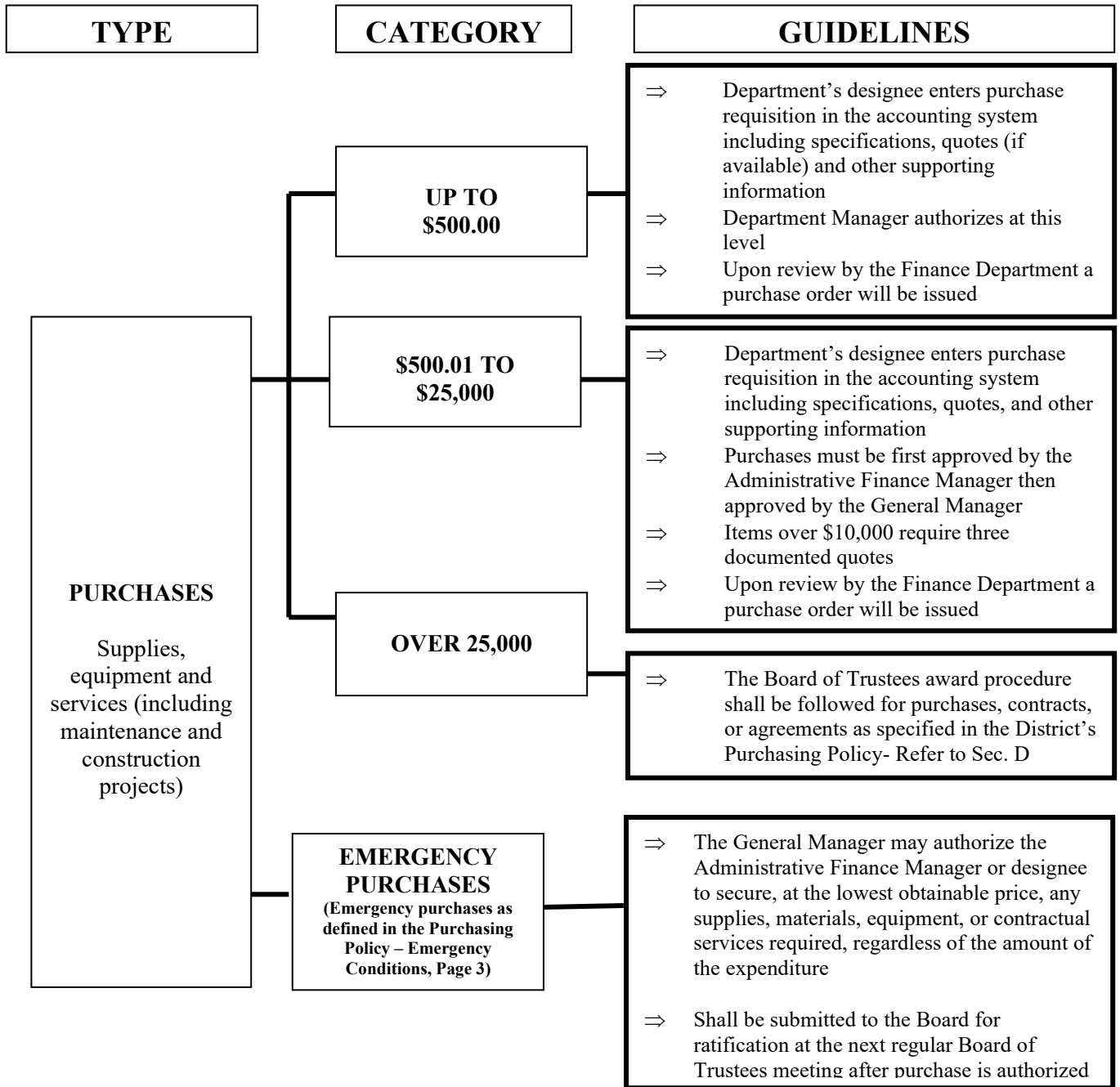
REVIEWED:

Jeremy Wittie, MS, CSDM, General Manager

EXHIBIT "A"

**COACHELLA VALLEY MOSQUITO AND
VECTOR CONTROL DISTRICT
PURCHASING POLICY AND GUIDELINES**

PURCHASING SYSTEM OVERVIEW



**COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
PURCHASING POLICY AND GUIDELINES**

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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 \$10,000 require three (3) documented quotes attached to the purchase request.

Deleted: 2

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.

Deleted: 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.

5. Informal Bidding Procedure Under the Uniform Public Construction Cost Accounting Act

Informal Bid Procedures: Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

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Contractors List: The District shall comply with the requirements of Public Contract Code Section 22034.

Notice Inviting Informal Bids: Where a public project is to be performed which is subject to the provisions of this Resolution, a notice inviting informal bids shall be circulated using one of the alternatives:

1. Notice inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list of qualified contractors.
2. Notice inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade

journals may be notified at the discretion of the District however. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Award of Contracts: The General Manager is authorized to award informal contracts pursuant to this Section.

Informal bidding procedures for items valued over \$10,000 require three (3) documented quotes attached to the purchase request.

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F. Recordkeeping

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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 \$10,000 and \$24,999.99 are

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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/RFQ. In this case, pricing will not be included in the RFP/RFQ 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. Commercial Card Purchase

For certain purchases, use of a Commercial Card is expedient and sometimes even necessary (e.g. car rental). The General Manager shall designate which staff or Board member may hold a Commercial Card and the limits imposed on him/her. The Administrative Finance Manager is the Commercial Card Program Administrator. All purchases made using the Commercial Card are subject to the Purchasing Policy rules.

Use of the Commercial 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 Commercial Card for personal purchases is strictly prohibited.

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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.

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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.

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 \$10,000 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.

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.

5. Informal Bidding Procedure Under the Uniform Public Construction Cost Accounting Act

Informal Bid Procedures: Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Contractors List: The District shall comply with the requirements of Public Contract Code Section 22034.

Notice Inviting Informal Bids: Where a public project is to be performed which is subject to the provisions of this Resolution, a notice inviting informal bids shall be circulated using one of the alternatives:

1. Notice inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list of qualified contractors.
2. Notice inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with section 22036 of the Public Contract Code. Additional contractors and/or construction trade

journals may be notified at the discretion of the District however, If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Award of Contracts: The General Manager is authorized to award informal contracts pursuant to this Section.

Informal bidding procedures for items valued over \$10,000 require three (3) documented quotes attached to the purchase request.

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 \$10,000 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/RFQ. In this case, pricing will not be included in the RFP/RFQ 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.

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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. Commercial Card Purchase

For certain purchases, use of a Commercial Card is expedient and sometimes even necessary (e.g. car rental). The General Manager shall designate which staff or Board member may hold a Commercial Card and the limits imposed on him/her. The Administrative Finance Manager is the Commercial Card Program Administrator. All purchases made using the Commercial Card are subject to the Purchasing Policy rules.

Use of the Commercial 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 Commercial 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.



COMMITTEE AND TRUSTEE REPORTS

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

**Finance Committee Meeting
Minutes**

TIME 4:30 p.m. **DATE:** December 10, 2024

LOCATION: 43420 Trader Place Indio, CA 92201

COMMITTEE MEMBERS PRESENT:

Indian Wells	Clive Weightman, Treasurer
County at Large	Bito Larson, Trustee
Palm Desert	Doug Walker, Trustee

COMMITTEE MEMBERS ABSENT:

None

OTHER TRUSTEES PRESENT:

None

STAFF PRESENT:

Jeremy Wittie, General Manager
David l'Anson, Administrative Finance Manager
Megan Scarborough-Eckel, Clerk of the Board

MEMBERS OF THE PUBLIC PRESENT:

No

1. Call to Order

Treasurer Weightman called the meeting to order at 4:37 p.m.

2. Roll Call

Roll Call indicated that all three (3) Finance Committee members were present.

Vice President Guitron joined the meeting at 5:10 pm.

3. Confirmation of Agenda

Treasurer Weightman inquired if anything on the agenda needed to be changed, seeing no requests, the agenda was confirmed as stands.

4. Public Comments

A. PUBLIC Comments — NON-AGENDA ITEMS:

Mr. Brad Anderson of Rancho Mirage gave a public comment and submitted written comments as well.

B. PUBLIC Comments — AGENDA ITEMS:

No public comments

5. Items of General Consent

- A. Approval of Minutes from November 12, 2024, Finance Committee Meeting

Trustee Larson requests that the minutes be updated to reflect corrections he mentioned.

On a motion from Trustee Larson, seconded by Trustee Walker, motions carries, and Finance Committee approved the minutes from November 12, 2024.

Ayes: Trustee Larson, Walker, Weightman

Noes: None

Abstained: None

Absent: None

6. Discussion, Review, and/or Update-

- A. Review of Check Report Abila MIP for the period of November 8, 2024, to December 7, 2024
- B. Credit Card Changes (Abila report & Microix Workflow Report) -Umpqua Statement dated November 30, 2024
- C. Review of October 2024 Financials and Treasurers Report

Committee Members had various questions and comments for staff regarding the check report, credit card statements, and the financial and treasurers report.

7. Old Business

- A. None

8. New Business

- A. Review of Purchasing Policy

A discussion was held; Finance Committee members had questions and comments for staff.

Trustee Larson requested that there be an internal credit card policy document for staff.

- B. Review of finance-related items on the December Board Agenda

9. Trustee and/or Staff Comments/Future Agenda Items

Next meeting: Tuesday, January 14, 2024, at 4:30 pm

10. Adjournment

There being no further business to discuss, Treasurer Weightman adjourned the meeting at 5:28 p.m.

Fwd: Public Comment - Agenda Item(s) 4.A, & Minutes - CVMVCD Finance Committee meeting of December 10, 2024

From Brad Anderson <ba4612442@gmail.com>

Date Tue 12/10/2024 10:59 AM

To mscarboroughekel@cvmosquito.org <mscarboroughekel@cvmosquito.org>; Jeremy Wittie <JWittie@cvmosquito.org>

Cc District 4 Supervisor V. Manuel Perez <district4@rivco.org>

CAUTION: This email originated from outside The City of Rancho Mirage. **DO NOT CLICK links** or open **attachments** unless you recognize the sender and know the content is safe.

December 10, 2024

Coachella Valley Mosquito and Vector Control District (CVMVCD)
43420 Trader Pl.
Indio, CA. 92201
Attention: Current Clerk of the Board / Acting General manager

Re: Written letter and attached email (Dated: November 12, 2024 (10:45AM) to be entered in the Public record and made available for public Inspection for the December 10, 2024 CVMVCD Finance committee meeting - Agenda Item(s): Non-Agenda Public comment & minutes of prior meeting.

Dear current CVMVCD appointees,

Please review my written statements listed below prior to the consideration of each agenda Items as listed.

It's remarkably clear that the Coachella Valley Mosquito and Vector Control District (CVMVCD) organization have been potentially attempting to limit and or eliminate free speech at CVMVCD Public meetings. After several attempts to have notifications of CVMVCD precived open Public meetings continued to be delivered to my contact address after the CVMVCD organization abruptly stopped their delivery of thoses CVMVCD public meeting notifications. Still NO CVMVCD pending public meetings notices have been delivered to me as of todays date.

Furthermore, correspondences (emails/Public Comments) sent to CVMVCD officials to be submitted into the public record of CVMVCD precived open Public meetings were never responded to by CVMVCD employees (Clerk of the Board or general manager). And thoses written statements (Public Comments) appear to have never been placed into the CVMVCD public accessible record.

Please correct the CVMVCD willingness not to follow the State of California best practices protocols and laws in regards to open Public meeting protocols.

Sincerely,



Cc:

----- Forwarded message -----

From: **Brad Anderson** <ba4612442@gmail.com>

Date: Tue, Nov 12, 2024, 10:45 AM

Subject: Public Comment - Agenda Item(s) 4.A and 6.B CVMVCD Finance committee meeting (November 12, 2024 - 4:30PM)

To: <mScarboroughheckel@cvmosquito.org>, <cvmosquito@cvmvcd.org>

Cc: Jeremy Wittie <JWittie@cvmosquito.org>

November 12, 2024

Coachella Valley Mosquito and Vector Control District (CVMVCD)

43420 Trader Pl.

Indio, CA. 92201

Attention: Current Clerk of the Board

Re: Written letter to be entered in the Public record and made available for public Inspection for the November 12, 2024 CVMVCD Finance committee meeting - Agenda Item(s): 4.A & 6.B

Dear current appointees,

Please review my written statements listed below prior to the consideration of each agenda Items as listed.

01) Agenda Item: 4.A (Non-Agenda Public comment)

As this organization CVMVCD (Finance committee) is well aware, it's been documented that this Coachella Valley resident is in strong opposition to the CVMVCD organization dictating that one of it's sub-committees (Finance committee) only has three (3) appointed members assigned to represent the whole of it's organizations eleven (11) member board of appointed trustees.

It was stated that eliminating finance committee members to three (3) members was needed to make meeting quorum. It's truly Immoral and probably self-serving that falsehoods were recorded that indicated three (3) finance committee members were needed to make meeting quorum over it's potentially true reason of forcing selected policies and or eliminate debate of CVMVCD operations (eliminating discord).

It's reasonable to consider that potential unlawful actions to limit long established public meeting protocols should be investigated by external entries. Please consider self-reporting prior to being exposed (once again) as a poorly managed public organization.

02) Agenda Item: 6.B (Expenditures)

It's highly recommended to stop using public collected dollars to feed CVMVCD organization staff members including administrators. It's deeply concerning that CVMVCD trustees are dining at Coachella Valley residents expense while Valley residents are struggling to survive to feed their families and shelter themselves from unabated vectors that maybe amplified by CVMVCD willingness to treat Coachella Valley residents as lab specimens.

Sincerely,

[REDACTED]

Cc: