

MUTUAL ASSISTANCE AGREEMENT FOR MOSQUITO AND VECTOR
CONTROL SERVICES

This Agreement is made and entered into by and between the mosquito and vector control agencies of Southern California that are signatory herein, on the ____ day of _____ 2025.

RECITALS

WHEREAS, mosquitoes and other vectors, that do not recognize political boundaries, can transmit disease and cause discomfort to humans and other animals;

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

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

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

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

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

1. **PURPOSE.**

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

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

C. **Definitions.**

i. **Qualifying Event-** a natural or human-caused event that causes concern with a public agency that is signatory to this Agreement that mosquitoes or other vectors may spread disease or discomfort beyond the area or capabilities that an agency can combat or abate using its own personnel and resources.

ii. **Authorized Official-** an officer or employee of a public agency that is signatory to this Agreement or their designee, who is authorized by the governing body of the public agency to request or offer assistance under this Agreement.

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- iii. **Requesting Agency-** the public agency requesting assistance under this Agreement.
- iv. **Responding Agency-** the agency responding to a request for assistance under this Agreement.
- v. **Period of Assistance-** the period during which a Responding Agency assists the Requesting Agency. It includes mobilization efforts, and coverage arrangements, portal-to-portal costs of equipment, personnel and supplies utilized in the response, as well as demobilization costs upon return to the Responding Agency.

2. MUTUAL ASSISTANCE REQUEST AND RESPONSE.

- A. **Authorized Official.** Each signatory agency shall designate an Authorized Official, and any alternates, and provide contact information to the signatory agencies.
- B. **Requests for Assistance.** In the event of a Qualifying Event an Authorized Official of the Requesting Agency may request mutual assistance from another signatory agency to this Agreement. Requests for assistance shall be made to the Authorized Official(s) of the Responding Agency(ies).
- C. **Response to a Request for Assistance.** After a Responding Agency receives a request for assistance, the Authorized Official of the Responding Agency shall inform, as soon as possible, the Requesting Agency whether it is willing to provide assistance.
- D. **Discretion of Responding Agency's Authorized Official.** Execution of this Agreement does not create any duty to respond to a request for assistance.

3. RESPONDING AGENCY PERSONNEL AND RESOURCES.

- A. **Control.**
 - i. **Generally.** Responding Agency personnel and resources shall remain under the direction and control of the Responding Agency. The Requesting Agency's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Agency.
 - ii. **NIMS or SEMS/Incident Command System.** In cases where CAL OES becomes involved in federal or state emergencies, the signatory parties may be required to use the Incident Command System (ICS) as prescribed by the State's Standard Emergency Management System (SEMS) or the National Emergency Management System (NEMS).
- B. **Communication.** The Responding Agency personnel will utilize Responding Agency cell phones in order to facilitate communications. If the Responding Agency does not have the necessary communication devices, it will be the responsibility of the Requesting Agency to supply communication devices.

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

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

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

4. COST REIMBURSEMENT.

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

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

Responding Agencies' staff labor shall be reimbursed at the fully burdened hourly rate for each classification providing assistance to the requestor agency at the time of request.

- ii. The Requesting Agency will return borrowed equipment in good working order and repair any damages incurred during the Period of Assistance. If damaged beyond repair equipment will be replaced by the Requesting Agency at current market value.
- iii. Materials and Supplies - The Requesting Agency must reimburse the Responding Agency in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies.
- iv. Mileage Reimbursement- The Responding Agency will be reimbursed for mileage for all Responding Agency vehicles used during the period of

assistance. Mileage will be reimbursed per the IRS mileage rate and will be the vehicle total mileage starting from Responding Agency headquarters to the return to Responding Agency headquarters once the period of assistance is deemed complete.

B. Payment Period. The Responding Agency must provide an itemized bill to the Requesting Agency for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Agency must send the itemized bill within 60 days after the period of assistance. The Requesting Agency must pay the bill in full on or before the 90th day following the billing date. Unpaid bills become delinquent upon the 91st day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the Wall Street Journal, plus two percent (2%) per annum, unless both parties agree to an alternative repayment plan.

5. DISPUTES.

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

6. INSURANCE AND INDEMNIFICATION.

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

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

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

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

7. NOTICE.

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

8. INSURANCE.

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

9. WITHDRAWAL.

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

10. MODIFICATION.

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

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

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

12. COUNTERPARTS.

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

13. EFFECTIVE DATE.

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

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

ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

NORTHWEST MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

Approved as to form:

RIVERSIDE COUNTY ENVIRONMENTAL HEALTH

By: Jeff Johnson

Name/Title: Jeff Johnson, Director

Date: July 30, 2025

By: G. Ross Trindle, III

Name/Title: G. Ross Trindle, III
Chief Assistant County Counsel

Date: July 29, 2025

SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY

By: _____

Name/Title: _____

Date: _____

WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

LA COUNTY WEST VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

COMPTON CREEK VECTOR CONTROL DISTRICT

By: _____

Name/Title: _____

Date: _____

LONG BEACH DEPARTMENT OF PUBLIC HEALTH

By: _____

Name/Title: _____

Date: _____