



# Mosquito and Vector Management District of Santa Barbara County

Environmental Management of Human Disease Vectors

## TRUSTEES (TERM ENDING):

President: Bob Williams, Santa Barbara County  
(12/31/24)

Vice-President: Joe Franken, City of Carpinteria  
(1/31/25)

Secretary: Dr. Hugh Rafferty, Santa Barbara County  
(12/31/27)

Dr. Charles Blair, Santa Barbara County (12/8/27)

Dr. Teri Jory, City of Santa Barbara (01/05/25)

Russell Dahlquist, Santa Barbara County (12/31/24)

Barbara Silver, Santa Barbara County (10/10/24)

Danica Taber, City of Goleta (1/1/28)

Persons with disabilities who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's General Manager at least three (3) days prior to the meeting by telephone at (805) 969-5050 or by email at [gm@mvmdistrict.org](mailto:gm@mvmdistrict.org).

Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at:

2450 Lillie Avenue, Summerland, CA 93067.

Such records may also be posted on the District's website at [www.mvmdistrict.org](http://www.mvmdistrict.org)

## MEETING OF THE BOARD OF TRUSTEES

THE BOARD MEETING WILL BE HELD IN ROOM 18 AT THE SANTA BARBARA COMMUNITY COLLEGE WAKE CENTER CAMPUS LOCATED AT 300 N. TURNPIKE RD., SANTA BARBARA, CA 93111. MEMBERS OF THE PUBLIC WHO WISH TO OBSERVE THE MEETING AND/OR OFFER PUBLIC COMMENT CAN ATTEND IN PERSON AT THE MEETING LOCATION OR ACCESS THE MEETING BY USING THE FOLLOWING LINK: <https://us02web.zoom.us/j/87091700197> (MEETING ID: 870 9170 0197; PASSCODE: 357342; DIAL IN FOR AUDIO ONLY: 1-669-900-6833 or 1-408-638-0968, ID: 838 2318 1287#). PERSONS WITH A DISABILITY WHO REQUIRE REASONABLE MODIFICATION OR ACCOMMODATION TO OBSERVE THE MEETING AND/OR OFFER PUBLIC COMMENT SHOULD CONTACT THE DISTRICT AT 805-969-5050 OR [INFO@MVMDISTRICT.ORG](mailto:INFO@MVMDISTRICT.ORG) FOR INSTRUCTIONS ON HOW TO ACCESS THE MEETING.

**JULY 11, 2024, 01:00 PM**

## AGENDA

### 1. ROLL CALL

### 2. CONSIDERATION OF TELECONFERENCING NOTIFICATIONS OR REQUESTS FROM BOARD MEMBERS

Per Government Code § 54953(f), less than a quorum of Board members may on a limited basis videoconference to Board meetings for just cause or emergency circumstances.

### 3. CONFIRMATION OF AGENDA

### 4. STAFF ANNOUNCEMENTS regarding District business

A. Board Meeting Dates for the remainder of 2024. Start time is 1 PM.

1. August, TBD	2. Thursday, September 12	3. Thursday, October 10
4. Thursday, November 14	5. Thursday, December 12	

**5. CORRESPONDENCE**

- A. Vector Control Joint Powers Agency (VCJPA) Business Travel Accident Program forms are due. In this program, benefits are paid to a participant's designated beneficiary in the event the participant is involved in an accident while traveling for District business. Travel-assistance services are also available for those enrolled in this program. Enrollment is optional. (Page 4)

**6. PUBLIC COMMENT.** Time reserved for the public to address the Board of Trustees relative to matters of District business not on the agenda. Comment time regarding specific agenda items will be available during consideration of the particular agenda items.

**7. ITEMS OF GENERAL CONSENT.** The following items can be approved by a single action of the Board. Items requiring additional discussion may be withdrawn from the listing and addressed in separate actions. (See attachments for each.)

- A. Approval of the Minutes of the June 13, 2024 Regular Board Meeting (Page 6)
- B. Approval of the June Disease Surveillance Report (Page 9)
- C. Approval of the June District Operations Report (Page 12)

**8. OLD BUSINESS.** The Board will discuss and may take action on the following items:

- A. Accept and file the June Financial Statements for County Fund 4160 (Page 13)
- B. Accept and file the June Disbursement Report (Page 18)
- C. Accounts receivable contracts' status (5909 Misc. Revenue) (Page 23)
- D. Update on District building repair and improvement projects.
- E. Update on the District's response to a request by the California Coastal Commission for an assessment of the environmental and ecological impacts of the use of the District's Argo amphibious vehicle within the Goleta Slough.
- F. Consider and approve Resolution 24-03: "A Resolution of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County Providing for Adoption of a Successor Memorandum of Understanding Between the Mosquito and Vector Management District of Santa Barbara County and City Employees Associates, LLC (CEA)." (Page 24).

**9. NEW BUSINESS.** The Board will discuss and may take action on the following items:

- A. Public hearing to consider resolution approving Engineer's Report and ordering the continuation of assessments for fiscal year 2024-25.
- B. Consider and approve Resolution 24-04: "A Resolution of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County Approving the Engineer's Report, and Ordering the Continuation of Assessments for Fiscal Year 2024-25 for Service Zones No. 1 and No. 2 Mosquito and Disease Control Assessments." (Page 83)
  - Staff report recommending the continuation of assessments for fiscal year 2024-2025 (Page 87)Ryan Aston, Senior Consultant with SCI Consulting Group, will be present to address any questions or comments regarding the assessments.
- C. Discuss and consider options for public outreach activities.
- D. Reschedule August Board meeting.  
GM Cabrera will be out of the office and returns on August 5.

**10. REVIEW OF THE CALIFORNIA HEALTH & SAFETY CODE, CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS, ARTICLE 8. ZONES, §§ 2090, 2091, 2092, 2093.** (Page 140)

**11. REQUESTS FOR FUTURE AGENDA ITEMS**

**12. GENERAL MANAGER'S REPORT** (Page 142)

**13. BOARD ANNOUNCEMENTS**

**14. ADJOURNMENT** (Next meeting scheduled in August, date and time TBD in agenda item 9B)

**From:** [Pearson.](#)  
**To:** [Cabrera](#)  
**Cc:** [Sprigg](#); [Cabrera](#); [Velasquez](#); [Mack](#)  
**Subject:** ACTION REQUIRED BY 7/3: Business Travel Accident Program Updates for 2024/25 PY - MVMD of Santa Barbara  
**Date:** Wednesday, June 19, 2024 4:19:06 PM  
**Attachments:** [MVMD of Santa Barbara BTA Renewal 2024-25.pdf](#)  
[VCJPA BTA Addition Form 2024.docx](#)  
[AIG Beneficiary Cards.pdf](#)  
[Vector Control Travel Assist ID Card 07-01-2024.pdf](#)

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Good afternoon Brian,

Your district participates in the Business Travel Accident (BTA) Program, and annually we collect updates from each district. The BTA Program is a group purchased benefit that provides accidental death and dismemberment and paralysis benefits as well as travel assist services including ID Theft Service (for travel within the US except New York), travel medical assistance, emergency travel assistance, worldwide travel assistance, concierge services, and personal security for employees/trustees who travel on district business.

**Action Required no later than Wednesday, July 3, 2024:**

1. Please review the attached list (1<sup>st</sup> attachment) for accuracy and note any corrections directly on the listing including placing a line through any deletions. Date of birth is only required for individuals age 70+.
2. For additions, please complete the attached "VCJPA\_BTA\_Addition\_Forms\_2024" (2<sup>nd</sup> attachment).
3. Have a beneficiary card completed (3<sup>rd</sup> attachment) for: a) any individual added and/or b) any individual the reflects "No" under "Beneficiary Card On File" on the attached listing. Please note if beneficiary cards cannot be sent by the deadline, please submit the first two items and follow up with the beneficiary cards. Should an event occur without a beneficiary card filed with us, the benefit would be paid in accordance with the insurance policy which states, *"If there is no designated beneficiary for an Insured's coverage or no designated beneficiary for the Insured's coverage is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's spouse; children; parents; or brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate."*
4. Return items 1 and 2 by the deadline of Wednesday, July 3, 2024, and return item 3 by the same deadline or as soon as possible.

Lastly, the attached Vector Control Travel Assist ID Card, can be distributed to your employees/trustees who you have included in this benefit program. Page 1 contains information that can be printed and carried with an individual while traveling and the remaining pages provide a description of the travel assist benefits included.

If you have any questions or need assistance, please do not hesitate to contact me.

Thank you,

**Bebe Pearson** | Analyst

**Sedgwick**

Self-Insurance Pooling Division

Sacramento, CA

[www.sedgwick.com](http://www.sedgwick.com) | Caring counts®



MOSQUITO AND VECTOR MANAGEMENT DISTRICT  
of Santa Barbara County  
MINUTES OF SPECIAL MEETING OF TRUSTEES  
June 13<sup>th</sup>, 2024

The special meeting of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County was held at 9:30 AM, on Thursday, June 13<sup>th</sup>, 2024 via teleconference and in person at the Santa Barbara City College Wake Center Campus, Room 18.

1. ROLL CALL.

TRUSTEES PRESENT:

President Robert Williams  
Vice-President Joe Franken  
Trustee Teri Jory  
Trustee Barbara Silver  
Trustee Russell Dahlquist  
Trustee Charles Blair  
Trustee Danica Taber

TRUSTEES ABSENT:

Secretary Hugh Rafferty

IN ATTENDANCE:

Brian Cabrera, General Manager  
Carrie Troup, CPA  
Jessica Sprigg, Administrative Assistant  
Jenna Acos, Brownstein, Hyatt, Farber, Schreck  
Jennifer Lee, Brownstein, Hyatt, Farber, Schreck  
Alicia Harrison, Brownstein, Hyatt, Farber, Schreck (remotely)  
Nate Kowalski, Legal Counsel, Atkinson, Andelson, Loya, Ruud, and Romo (remotely, for Closed Session)

2. CONSIDERATION OF TELECONFERENCING NOTIFICATIONS OR REQUESTS FROM BOARD MEMBERS Per Government Code § 54953(f), less than a quorum of Board members may on a limited basis videoconference to Board meetings for just cause or emergency circumstances

*-No requests for remote participation.*

3. CONFIRMATION OF AGENDA

*-No changes requested.*

4. Staff announcements regarding District business

A. Board Meeting Dates for the remainder of 2024. Start time is 1 PM.

1. Thursday, July 11	2. Thursday, August 8	3. Thursday, September 12
4. Thursday, October 10	5. Thursday, November 14	6. Thursday, December 12

5. CORRESPONDENCE

*-None.*

6. PUBLIC COMMENT-Time reserved for the public to address the Board of Trustees relative to matters of District business not on the agenda. Comment time regarding specific agenda items will be available during consideration of the particular agenda items.  
*-None.*
7. ITEMS OF GENERAL CONSENT. The following items are approved by a single action of the Board. Items requiring additional discussion may be withdrawn from the listing and approved in a separate action.
- A. Approval of the Minutes of the May 9<sup>th</sup>, 2024 Regular Board Meeting
  - B. Approval of the May Disease Surveillance Report
  - C. Approval of the May District Operations Report  
*-Trustee Blair made a motion to approve the Items of General Consent. Motion seconded by Vice-President Franken and passed unanimously.*
8. OLD BUSINESS. The Board will discuss and may take action on the following items:
- A. Accept and file the April Financial Statements for County Fund 4160
  - B. Accept and file the April Disbursement Report  
*-Reports were accepted and filed following review.*
  - C. Accounts receivable contracts' status (5909 Misc. Revenue)  
*-Several contracts are due for renewal. Amount invoiced exceeded budgeted amount for the fiscal year.*
  - D. Update on District building repair and improvement projects.  
*-Board discussed timeline and potential scope of the project and the need for a feasibility study.*
  - E. Update on preliminary budget for fiscal year 2024-2025.  
*-It was moved by Trustee Silver and seconded by Trustee Blair to approve the budget as presented. Motion passed unanimously.*
9. NEW BUSINESS. The Board will discuss and may take action on the following items:
- A. Report and discussion on the District's response to a request by the California Coastal Commission for an assessment of the environmental and ecological impacts of the use of the District's Argo amphibious vehicle within the Goleta Slough.  
Legal counsel Jena Acos and Senior Land Use Project Manager Alicia Harrison from Brownstein Hyatt Farber Schreck, LLP will be in attendance.  
*-Board discussed the activity in the Goleta Slough that caused potential disturbance/destruction of vegetation and the biological assessment of the area that is being performed.*
  - B. Discussion of a proposed public outreach publication produced by N&R Publications for distribution within the District's Service Zones.  
Representative(s) from N&R will be present by teleconferencing to provide more details and answer questions.  
*-Board reviewed the materials and quotes provided and decided to consider a variety of other public outreach possibilities.*
  - C. Recognition of Craig Geyer for his service as a trustee on the District Board from February 2016 to December 2023.  
*-President Williams praised the many contributions made by Trustee Geyer during his time on the Board.*

- 10. REVIEW OF THE CALIFORNIA HEALTH & SAFETY CODE, CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS, ARTICLE 6. FINANCES §§ 2078, 2079, 2080, 2081, 2082, 2083, 2084 and 2085.  
*-No discussion occurred for this item.*
- 11. REQUESTS FOR FUTURE AGENDA ITEMS  
*-President Williams asked that an update on the Goleta Slough be provided as an ongoing item.*  
*-Trustee Taber requested that the Board further discuss options for public outreach.*
- 12. GENERAL MANAGER'S REPORT  
*-No discussion occurred for this item.*
- 13. BOARD ANNOUNCEMENTS  
*-None.*
- 14. CLOSED SESSION
  - A. Public comment on closed session agenda items  
*-No public comment.*
  - B. Closed session pursuant to Government Code § 54957.6  
Conference with labor negotiator regarding the renewal of the MOU  
 Agency designated representatives: Nate Kowalski, Counsel and Brian Cabrera, General Manager  
 Employee Organization: Mosquito and Vector Management District of Santa Barbara County Employees Association  
 The negotiations between the Mosquito and Vector Management District of Santa Barbara County and the Mosquito and Vector Management District of Santa Barbara County Employees Association will be presented for the purpose of reviewing the District's position and instructing the designated representatives. Issues to be discussed may include salaries, salary schedules, fringe benefits, available funds and funding priorities.

Reconvene to open session to report action taken (if any) in closed session  
*-No action to report.*

15. ADJOURNMENT

As there was no further business to be brought before the Board, the meeting was adjourned.

I certify that the above minutes substantially reflect the actions of the Board:

APPROVED:

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 Bob Williams  
 Board President

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 Hugh Rafferty  
 Board Secretary





MOSQUITO and VECTOR MANAGEMENT DISTRICT  
of SANTA BARBARA COUNTY

**DISEASE SURVEILLANCE REPORT**

June 2024

Santa Barbara County Vector-borne Disease Surveillance\*

Location	Date	Number of Mosquitoes	Type of Trap**	# of Traps	Mosquitoes per Trap Night	Pools Submitted	WSW*** Virus Test Result
Goleta Sanitary District, Goleta Valley	6/3-6/6	6	Gravid	1	6	1	Negative
SB Airport, Gate V54	6/5-6/6	2	Gravid	2	1	1	Negative
Lake Los Carneros	6/11-6/14	39	Gravid	4	4.9	3	Negative
Lake Los Carneros	6/13-6/14	35	EVS	7	5	2	Negative
Paradise Road, San Marcos Pass	6/18-6/19	126 >500 black flies	EVS	9	14	3	Pending
Paradise Road, San Marcos Pass	6/18-6/19	22	Gravid	3	7.25	2	Pending
Garrapato Creek, Carpinteria Valley	6/17-6/18	2	EVS	1	2	0	--
Andree Clark Bird Refuge, 93101	6/20-6/21	6	EVS	6	1	3	Pending
El Estero Water Treatment Plant, 93103	6/20-6/21	17	EVS	6	2.8	2	Pending
UCSB/SBAir Bluffs	5/31-6/28	11	BGS2	1	0.4	0	--
UCSB/SBAir Bluffs	6/27-6/28	389	EVS	9	43.2	8	Pending
UCSB/SBAir Bluffs	6/26-6/28	32	Gravid	3	5.3	2	Pending
Shoreline/More Mesa, Goleta Valley	6/27-6/28	36	EVS	3	12	2	Pending

\*\* BGS2=Biogents Sentinel 2; BGP=Biogents Pro; EVS=encephalitis surveillance trap (CO<sup>2</sup>)

\*\*\* WSW=West Nile Virus; St. Louis Encephalitis Virus; and Western Equine Encephalitis

\*Color indicates the virus-transmitting ability of some or all of the mosquito species caught in the traps:

Purple = high (example: *Aedes aegypti*, *Culex tarsalis*); Aqua = moderate; Tan = low.

For specific trap collection data, please email a request to: [info@mvmdistrict.org](mailto:info@mvmdistrict.org).

Ticks were surveyed by flagging in one location in June.

- 1) 6/19, Paradise Road, **Snyder Trail** – 14 *Dermacentor occidentalis* (13 females/1 male)

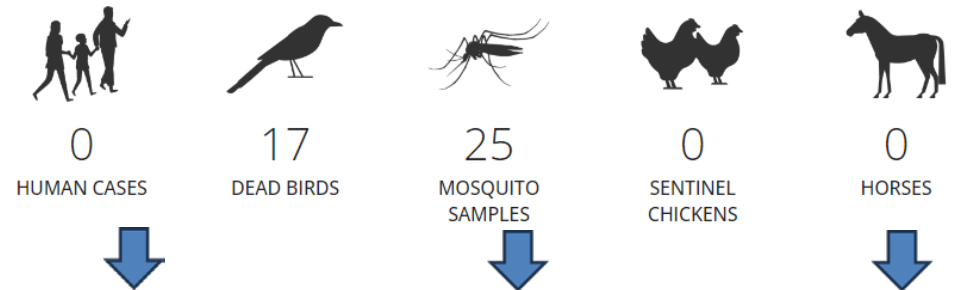
Visit <https://www.mvmdistrict.org/tick-talk> for an explanation of tick flagging and more information about ticks.

No dead birds from Santa Barbara County were tested for WNV last month. One crow near Lake Los Carneros was rejected by the hotline because it had been dead too long. There have been no detections of West Nile virus (WNV) in the County in 2024. St. Louis encephalitis virus (SLE) and Western equine encephalitis virus (WEE) have never been documented in the County.

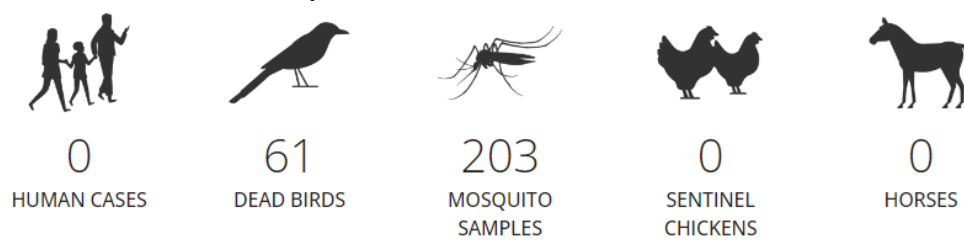
### California Vector-borne Disease Surveillance

Eighteen counties have reported samples positive for West Nile virus in 2024. Nine mosquito pools from three counties have tested positive for SLE. There have been no reports of WEE.

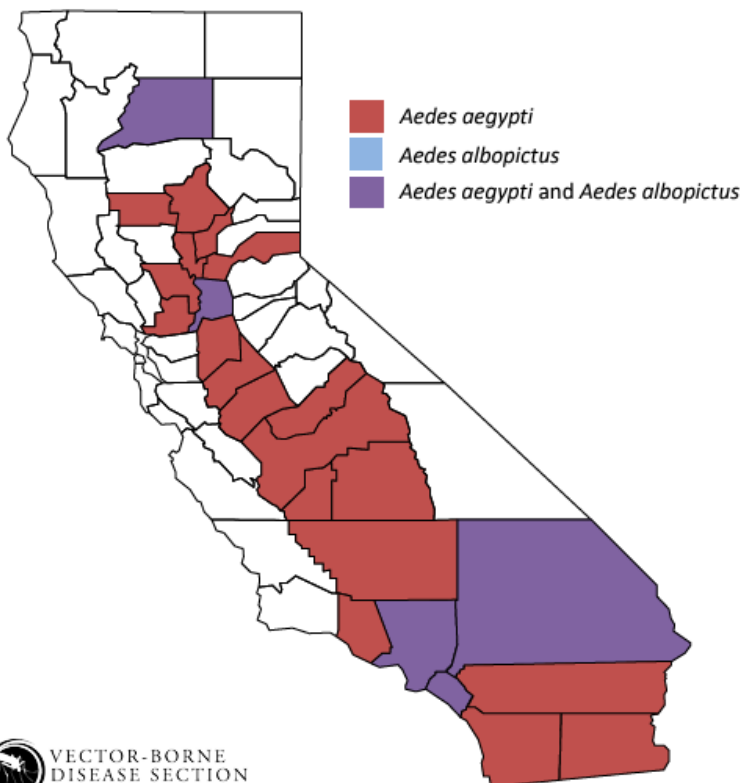
#### California WNV activity as of **May 31, 2024**



#### California WNV activity as of **June 28, 2024**



<https://westnile.ca.gov>



### Update on Invasive *Aedes* Mosquito in California

No invasive *Aedes* species have been detected in Santa Barbara County since May 2021. Santa Barbara, along with four other coastal Counties, have been removed from the invasive *Aedes* map because more than two years has passed since the last collection. *Aedes aegypti* is found in 24 California counties, and *Aedes albopictus* is found in five.

Two human cases of locally transmitted dengue virus were discovered in Long Beach and Pasadena in October of 2023. Non-native *Aedes* mosquitoes, capable of vectoring dengue, Zika, chikungunya, and yellow fever are common in the LA area. In 2024, there have been 40 travel-related human dengue cases in California; there has been one travel-related case of chikungunya virus and two travel-related cases of Zika virus.

Collection Date: 2024-03-05  
County: Santa Barbara  
Location: Toro Canyon County Park (Toro Canyon Park loop)  
Submitter: Sarah Billeter  
Collection Notes: Walked the 1.2 loop trail flagging on both sides of the trail.

**The following tick(s) have tested positive:**

1. 24-2582 - RT PCR - *Anaplasma phagocytophilum*
2. 24-2585 - RT PCR - *Borrelia burgdorferi* sl

Collection Date: 2024-03-07  
County: Santa Barbara  
Location: Bodger Trail  
Submitter: Sarah Billeter  
Collection Notes: Flagged for approximately 1/4 of a mile on the uphill slope.

**The following tick(s) have tested positive:**

1. 24-3447 - RT PCR - *Borrelia burgdorferi* sl

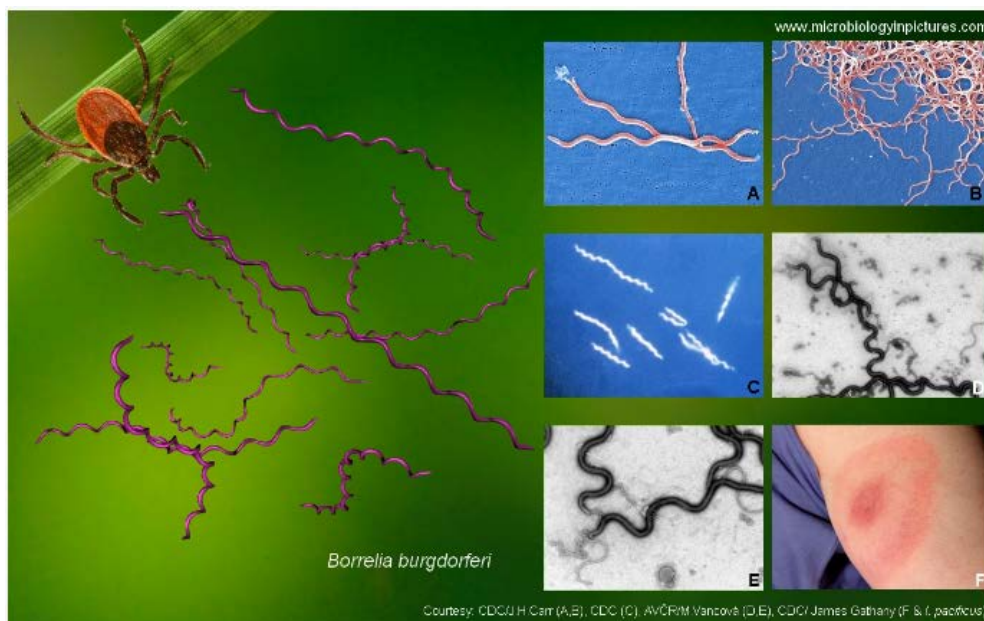
sl stands for sensu lato, which means “in the broad sense” in Latin. Sensu stricto (ss) translates to “in the strict sense.”

## Sensu Lato (sl), Sensu Stricto (ss) *Borrelia burgdorferi*

Two Western black-legged ticks (*Ixodes pacificus*), collected in March of 2024 in Santa Barbara County, tested positive for *Borrelia burgdorferi* sensu lato (sl). *B. burgdorferi* sensu stricto (ss) is the tick-borne bacteria that causes Lyme disease. It is one of the 18 spiral-shaped bacteria in the species complex classified as *B. burgdorferi* sl and can only be identified with DNA analysis.

The District advises to avoid tick bites by wearing repellent, staying on hiking trails, avoiding contact with vegetation, and checking for ticks after outdoor activity. Pets should also be inspected for ticks after visiting wilderness areas. To remove an attached tick, grip it with tweezers close to the skin and pull straight out (no twisting, chemicals, smothering with oils or ointments, or fire/flame should be used to remove ticks).

For further information, visit the District’s “Tick Talk” web page: <https://www.mvmdistrict.org/tick-talk>



Spiral-shaped bacteria like *Borrelia burgdorferi* are called spirochetes.

# Mosquito and Vector Management District of Santa Barbara County

## Report of District Operations - June 2024

Location	Mosquito					Bees & Wasps			Rats & Mice		Surveillance			Other		Total
	Inspection Hours	Treatment Hours	Service Requests	Fish Requests	Standing Water Reports	Inspection Hours	Treatment Hours	Service Requests	Inspection Hours	Service Requests	WNV Bird	Chickens	Mosquito Pools	Bedbugs	Misc. Requests	Total hours devoted to zone
Goleta	35.5	10.5										12.5			58.5	
Goleta Valley	33.5	4.5		1					2.5			23.5			64.0	
Rancho Embarcadero	3.0														3.0	
Isla Vista	3.0	0.5													3.5	
Hope Ranch															0.0	
Hidden Valley	1.0	0.5													1.5	
Santa Barbara area	15.5	5.5	3	2	1	6.0						8.0		2	35.0	
Mission Canyon				1	1										0.0	
Montecito	4.0	0.5		2					3.0	1				1	7.5	
Summerland	1.0	1.0			1										2.0	
Carpinteria	3.0	0.5							15.0			1.0			19.5	
Carpinteria Valley	7.0	3.0										1.0			11.0	
Carp Salt Marsh	17.5	11.0													28.5	
Camino Real	0.5	0.5													1.0	
Storke Ranch	0.5	0.5													1.0	
Goleta Sanitary	2.5	2.5													5.0	
City of Goleta	1.5	0.5													2.0	
UCSB	22.5	12.5													35.0	
Santa Barbara Airport	19.0	9.5													28.5	
City of Santa Barbara	7.0	2.0													9.0	
SoCalGas	0.5	1.0													1.5	
<b>South County total</b>	<b>178.0</b>	<b>66.5</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>6.0</b>	<b>0.0</b>	<b>0</b>	<b>20.5</b>	<b>1</b>	<b>0.0</b>	<b>0.0</b>	<b>46.0</b>	<b>0</b>	<b>3</b>	<b>317.0</b>
Unincorporated North County				1												0.0
<b>North County total</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>
Pismo Beach												15.5				15.5
Oceano Dunes																0.0
San Luis Obispo																0.0
<b>SLO County total</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>15.5</b>	<b>0</b>	<b>0</b>	<b>15.50</b>
<b>Monthly Totals</b>	<b>178.0</b>	<b>66.5</b>	<b>3</b>	<b>7</b>	<b>3</b>	<b>6.0</b>	<b>0.0</b>	<b>0</b>	<b>20.5</b>	<b>1</b>	<b>0.0</b>	<b>0.0</b>	<b>61.5</b>	<b>0</b>	<b>3</b>	<b>332.50</b>
<b>Year to Date</b>	<b>1282.5</b>	<b>395.5</b>	<b>12.0</b>	<b>102</b>	<b>29</b>	<b>16.0</b>	<b>0.0</b>	<b>7</b>	<b>30.0</b>	<b>6</b>	<b>3.0</b>	<b>0.0</b>	<b>153.5</b>	<b>0</b>	<b>7</b>	

	This Month	Year to Date
Total Inspection Hours	204.5	1228.5
Total Treatment Hours	66.5	395.5
Total Mileage	2,863.0	16,245.0

# Financial Status (Real-Time)

As of: 6/30/2024 (100% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	6/30/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
<b>Revenues</b>				
<b>Taxes</b>				
3010 -- Property Tax-Current Secured	518,000.00	557,865.60	39,865.60	107.70 %
3011 -- Property Tax-Unitary	7,700.00	8,821.97	1,121.97	114.57 %
3015 -- PT PY Corr/Escapes Secured	0.00	1,387.96	1,387.96	--
3020 -- Property Tax-Current Unsecd	19,800.00	20,783.06	983.06	104.96 %
3023 -- PT PY Corr/Escapes Unsecured	300.00	798.87	498.87	266.29 %
3028 -- RDA Pass-through Payments	3,600.00	8,711.04	5,111.04	241.97 %
3029 -- RDA RPTTF Resid Distributions	7,000.00	14,050.64	7,050.64	200.72 %
3040 -- Property Tax-Prior Secured	0.00	122.54	122.54	--
3050 -- Property Tax-Prior Unsecured	500.00	788.07	288.07	157.61 %
3054 -- Supplemental Pty Tax-Current	7,100.00	15,198.34	8,098.34	214.06 %
3056 -- Supplemental Pty Tax-Prior	200.00	167.20	-32.80	83.60 %
Taxes	564,200.00	628,695.29	64,495.29	111.43 %
<b>Fines, Forfeitures, and Penalties</b>				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	49.57	49.57	--
Fines, Forfeitures, and Penalties	0.00	49.57	49.57	--
<b>Use of Money and Property</b>				
3380 -- Interest Income	17,000.00	38,103.16	21,103.16	224.14 %
Use of Money and Property	17,000.00	38,103.16	21,103.16	224.14 %
<b>Intergovernmental Revenue-State</b>				
4220 -- Homeowners Property Tax Relief	2,300.00	2,084.30	-215.70	90.62 %
Intergovernmental Revenue-State	2,300.00	2,084.30	-215.70	90.62 %
<b>Intergovernmental Revenue-Other</b>				
4840 -- Other Governmental Agencies	18,000.00	18,432.80	432.80	102.40 %
4842 -- RDA Dissolution Proceeds	0.00	1,374.35	1,374.35	--

# Financial Status (Real-Time)

As of: 6/30/2024 (100% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	6/30/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Intergovernmental Revenue-Other	18,000.00	19,807.15	1,807.15	110.04 %
<b>Charges for Services</b>				
4877 -- Other Special Assessments	726,000.00	725,987.42	-12.58	100.00 %
Charges for Services	726,000.00	725,987.42	-12.58	100.00 %
<b>Miscellaneous Revenue</b>				
5891 -- Refunds/Repayments	6,000.00	0.00	-6,000.00	0.00 %
5909 -- Other Miscellaneous Revenue	160,000.00	203,549.97	43,549.97	127.22 %
Miscellaneous Revenue	166,000.00	203,549.97	37,549.97	122.62 %
Revenues	1,493,500.00	1,618,276.86	124,776.86	108.35 %
<b>Expenditures</b>				
<b>Salaries and Employee Benefits</b>				
6100 -- Regular Salaries	525,000.00	480,978.68	44,021.32	91.61 %
6210 -- Commissioner/Director/Trustee	10,000.00	9,200.00	800.00	92.00 %
6400 -- Retirement Contribution	186,000.00	187,069.61	-1,069.61	100.58 %
6475 -- Retiree Medical OPEB	21,000.00	6,863.78	14,136.22	32.68 %
6500 -- FICA Contribution	32,550.00	30,582.68	1,967.32	93.96 %
6550 -- FICA/Medicare	8,500.00	7,152.33	1,347.67	84.15 %
6600 -- Health Insurance Contrib	150,000.00	140,009.28	9,990.72	93.34 %
6610 -- Life & Disability Insur	2,100.00	2,098.80	1.20	99.94 %
6700 -- Unemployment Ins Contribution	2,250.00	819.20	1,430.80	36.41 %
6900 -- Workers Compensation	23,000.00	22,550.00	450.00	98.04 %
Salaries and Employee Benefits	960,400.00	887,324.36	73,075.64	92.39 %
<b>Services and Supplies</b>				
7030 -- Clothing and Personal	7,000.00	5,357.31	1,642.69	76.53 %
7050 -- Communications	7,500.00	6,294.39	1,205.61	83.93 %
7070 -- Household Supplies	3,400.00	3,348.00	52.00	98.47 %

# Financial Status (Real-Time)

As of: 6/30/2024 (100% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	6/30/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
7090 -- Insurance	25,000.00	24,601.00	399.00	98.40 %
7120 -- Equipment Maintenance	10,000.00	7,715.86	2,284.14	77.16 %
7121 -- Operating Supplies	13,000.00	6,119.17	6,880.83	47.07 %
7124 -- IT Software Maintenance	27,500.00	26,419.77	1,080.23	96.07 %
7200 -- Structure & Ground Maintenance	15,000.00	7,267.89	7,732.11	48.45 %
7430 -- Memberships	18,500.00	16,696.00	1,804.00	90.25 %
7450 -- Office Expense	6,300.00	4,262.75	2,037.25	67.66 %
7460 -- Professional & Special Service	86,000.00	63,160.40	22,839.60	73.44 %
7508 -- Legal Fees	20,000.00	51,263.66	-31,263.66	256.32 %
7546 -- Administrative Expense	12,000.00	7,670.05	4,329.95	63.92 %
7650 -- Special Departmental Expense	93,000.00	84,762.44	8,237.56	91.14 %
7653 -- Training Fees & Supplies	8,400.00	4,785.25	3,614.75	56.97 %
7730 -- Transportation and Travel	8,000.00	3,786.62	4,213.38	47.33 %
7731 -- Gasoline-Oil-Fuel	15,000.00	10,320.57	4,679.43	68.80 %
7760 -- Utilities	6,500.00	4,612.74	1,887.26	70.97 %
Services and Supplies	382,100.00	338,443.87	43,656.13	88.57 %
<b>Capital Assets</b>				
8200 -- Structures&Struct Improvements	78,000.00	7,274.62	70,725.38	9.33 %
8300 -- Equipment	50,000.00	0.00	50,000.00	0.00 %
Capital Assets	128,000.00	7,274.62	120,725.38	5.68 %
Expenditures	1,470,500.00	1,233,042.85	237,457.15	83.85 %
<b>Other Financing Sources &amp; Uses</b>				
<b>Other Financing Uses</b>				
7901 -- Oper Trf (Out)	23,000.00	0.00	23,000.00	0.00 %
Other Financing Uses	23,000.00	0.00	23,000.00	0.00 %
Other Financing Sources & Uses	-23,000.00	0.00	23,000.00	0.00 %

# Financial Status (Real-Time)

As of: 6/30/2024 (100% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, LineItemAccount; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2024 Fiscal Year Adjusted Budget	6/30/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Mosquito & Vector Mgt District	0.00	385,234.01	385,234.01	--
Net Financial Impact	0.00	385,234.01	385,234.01	--



# Cash Balances (Real-Time)

As of: 6/30/2024  
Accounting Period: OPEN

Selection Criteria: Fund = 4160-4161

Layout Options: Summarized By = Fund; Page Break At = Fund

Fund	6/1/2024 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	6/30/2024 Ending Balance
4160 -- Mosquito & Vector Mgt District	2,518,546.68	38,702.75	62,654.19	39,758.90	49,479.59	2,530,665.13
4161 -- SB Vector-Cap Asset Reserve	675,116.73	0.00	0.00	0.00	0.00	675,116.73
Total Report	3,193,663.41	38,702.75	62,654.19	39,758.90	49,479.59	3,205,781.86

# Vendor Disbursements (Real-Time)

From 6/1/2024 to 6/30/2024

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, Vendor; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
Vendor 002073 -- SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY					
ACH - 851449	06/12/2024	880		Vendor Invoice #: H45563; Vendor Account:	<del>74.90</del>
Total SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY					174.90
Vendor 002205 -- KAREN EGERMAN SCHULTZ					
ACH - 853521	06/26/2024	880		REIMBURSEMENT	130.00
Total KAREN EGERMAN SCHULTZ					130.00
Vendor 008116 -- HOWELL MOORE & GOUGH LLP					
W - 09821192	06/06/2024	880		Vendor Invoice #: 45230; Vendor Account:	<del>770.00</del>
Total HOWELL MOORE & GOUGH LLP					770.00
Vendor 050379 -- ADP INC					
EFT	06/07/2024	880		Vendor Invoice #: 662822151	664.50
Total ADP INC					664.50
Vendor 080067 -- ATKINSON ANDELSON LOYA RUUD ROMO					
W - 09822190	06/24/2024	880		Vendor Invoice #: 716491; Vendor Account:	<del>3,880.80</del>
Total ATKINSON ANDELSON LOYA RUUD ROMO					3,880.80
Vendor 086415 -- CITY EMPLOYEES ASSOC LLC					
ACH - 853384	06/25/2024	880		UNION DUES	48.00
Total CITY EMPLOYEES ASSOC LLC					48.00
Vendor 101532 -- STREAMLINE					
W - 09821204	06/06/2024	880		Vendor Invoice #: 051D17E0-0044	249.00
Total STREAMLINE					249.00
Vendor 148414 -- ZWORLD GIS					
ACH - 850645	06/06/2024	880		Vendor Invoice #: 2024-0152	1,445.00
Total ZWORLD GIS					1,445.00
Vendor 169688 -- BROWNSTEIN HYATT FARBER SCHRECK LLP					
ACH - 854067	06/28/2024	880		Vendor Invoice #: 990818; Vendor Account:	12,693.09

0



# Vendor Disbursements (Real-Time)

From 6/1/2024 to 6/30/2024

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, Vendor; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
				Total BROWNSTEIN HYATT FARBER SCHRECK LLP	12,693.09
Vendor 194683 -- Allied Administrators for Delta Dental					
ACH - 852535	06/18/2024	880		ID #	871.83
				Total Allied Administrators for Delta Dental	871.83
Vendor 246891 -- MISSION LINEN SUPPLY					
ACH - 850678	06/06/2024	880		Vendor Account:	506.00
				Total MISSION LINEN SUPPLY	506.00
Vendor 346888 -- CARRIE TROUP CPA					
ACH - 850254	06/03/2024	880		Vendor Invoice #: 0424V	2,850.00
				Total CARRIE TROUP CPA	2,850.00
Vendor 522736 -- McCormix Corporation					
ACH - 850700	06/06/2024	880		Vendor Account:	780.63
				Total McCormix Corporation	780.63
Vendor 556712 -- MONTECITO WATER DISTRICT					
ACH - 852322	06/17/2024	880		Vendor Account: 20-1620-01	58.06
				Total MONTECITO WATER DISTRICT	58.06
Vendor 648390 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM					
ACH - 852908	06/20/2024	880		Vendor Invoice #: 10000017574828; Vendor Account: 1	11,428.36
				Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	11,428.36
Vendor 651000 -- QUILL CORP					
W - 09822385	06/26/2024	880		Vendor Invoice #: 38918294; Vendor Account: 8029718	56.02
				Total QUILL CORP	56.02
Vendor 710175 -- STATE/FEDERAL TAXES & DIRECT DEPOSITS					
EFT	06/12/2024	880		Vendor Account:	9,110.20
EFT	06/26/2024	880		Vendor Account:	9,984.20

# Vendor Disbursements (Real-Time)

From 6/1/2024 to 6/30/2024

Selection Criteria: Fund = 4160

Layout Options: Summarized By = Fund, Vendor; Page Break At = Fund

## Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
				Total STATE/FEDERAL TAXES & DIRECT DEPOSITS	39,094.40
Vendor 740582 -- BIG GREEN CLEANING COMPANY					
ACH - 851625	06/12/2024	880		Vendor Invoice #: 649959; Vendor Account:	<del>287.00</del>
				Total BIG GREEN CLEANING COMPANY	287.00
Vendor 767200 -- SOUTHERN CALIFORNIA EDISON					
ACH - 852340	06/17/2024	880		Vendor Account:	<del>82.03</del>
				Total SOUTHERN CALIFORNIA EDISON	182.03
Vendor 767800 -- THE GAS COMPANY					
ACH - 851072	06/07/2024	880		Vendor Account:	<del>49.37</del>
				Total THE GAS COMPANY	49.37
Vendor 776373 -- COASTAL LANDSCAPE					
W - 09822229	06/24/2024	880		Vendor Invoice #: 473	3,120.00
				Total COASTAL LANDSCAPE	3,120.00
Vendor 776537 -- COX COMMUNICATIONS - BUSINESS					
ACH - 852341	06/17/2024	880		Vendor Account:	<del>458.75</del>
				Total COX COMMUNICATIONS - BUSINESS	458.75
Vendor 786751 -- STORRER ENVIRONMENTAL SVC LLC					
ACH - 854265	06/28/2024	880		Vendor Invoice #: MVMD-01	4,088.87
				Total STORRER ENVIRONMENTAL SVC LLC	4,088.87
				Total Mosquito & Vector Mgt District	83,886.61



P.O. BOX 6343  
FARGO ND 58125-6343



**ACCOUNT NUMBER**  
**STATEMENT DATE** 06-24-2024  
**AMOUNT DUE** \$1,548.76  
**NEW BALANCE** \$1,548.76  
PAYMENT DUE ON RECEIPT



000000546 01 SP 106481067524394 P

MVM DISTRICT  
ATTN BRIAN CABRERA  
PO BOX 1389  
2450 LILLIE AVE  
SUMMERLAND CA 93067-1389

**AMOUNT ENCLOSED**  
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

Please tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

MVM DISTRICT	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges +	Credits -	Payments -	New Balance =
Company Total	\$1,115.35	\$1,548.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,115.35	\$1,548.76

**CORPORATE ACCOUNT ACTIVITY**

MVM DISTRICT				TOTAL CORPORATE ACTIVITY
Post Date	Tran Date	Reference Number	Transaction Description	Amount
				\$1,115.35 CR
06-03	06-03	74798264155000000000089	PAYMENT - 849948 00000 A	1,115.35 PY

**NEW ACTIVITY**

JESSICA E SPRIGG		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$486.21	\$0.00	\$486.21
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
06-03	06-01	24445004153300483637066	FSP*TECHEASE COMPUTER SOL 805-564-3273 CA	300.00	
06-06	06-05	24692164157101157190657	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	9.80	
06-12	06-11	24137464164001349885750	USPS PO 0513320113 CARPINTERIA CA	1.63	
06-14	06-13	24164074165741665806094	FEDEX78553731 800-4633339 TN	162.82	
06-20	06-19	24692164171102827835368	VERIZONWRLSS*RTCCR VB 800-922-0204 FL	10.60	

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	800-344-5696		PREVIOUS BALANCE	1,115.35
		PURCHASES & OTHER CHARGES	1,548.76	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	06/24/24	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	.00
			PAYMENTS	1,115.35
			ACCOUNT BALANCE	1,548.76

**SEND BILLING INQUIRIES TO:**  
U.S. Bank National Association  
C/O U.S. Bancorp Purchasing Card Program  
P.O. Box 6335  
Fargo, ND 58125-6335

**AMOUNT DUE**

**1,548.76**



Company Name: MVM DISTRICT
Corporate Account Number: _____
Statement Date: 06-24-2024

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-24	06-21	24137464174001449533464	USPS PO 0513320113 CARPINTERIA CA	1.36

<b>ROBBY R SHARP</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$394.83	\$0.00	\$394.83

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-31	05-30	24231684152837000088610	SMART AND FINAL 391 SANTA BARBARA CA	44.00
05-31	05-30	24445714151300467420758	RALPHS #0680 SANTA BARBARA CA	54.32
06-14	06-13	24431064166002715356383	HOME IMPROVEMENT CENTER SANTA BARBARA CA	8.69
06-14	06-13	24445714165300466024779	RALPHS #0680 SANTA BARBARA CA	60.38
06-21	06-20	24445714172300461847654	RALPHS #0680 SANTA BARBARA CA	95.58
06-24	06-21	24431064174005371699046	HOME IMPROVEMENT CENTER SANTA BARBARA CA	15.20
06-24	06-21	24692164174105391315920	JIFFY LUBE #1257 GOLETA CA	116.66

<b>KAREN EGERMAN-SCHULTZ</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$501.68	\$0.00	\$501.68

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-23	05-21	24036284143016016881551	MCCORMIX OIL CORPORATION SANTA BARBARA CA	86.76
05-31	05-29	24231684151837001306418	ALBERTSONS #0355 CARPINTERIA CA	9.77
05-31	05-30	24445714151300467420832	RALPHS #0100 GOLETA CA	48.71
06-03	05-30	24164074152105442230736	STAPLES 00108894 GOLETA CA	25.00
06-05	06-03	24000974156741803358206	EDUCATED CAR WASH 805-6878800 CA	110.28
06-17	06-14	24036284168016018597742	MCCORMIX OIL CORPORATION GOLETA CA	86.27
06-19	06-17	24231684170005361425171	ALBERTSONS #0355 CARPINTERIA CA	6.51
06-19	06-18	24445714170300441410724	RALPHS #0680 SANTA BARBARA CA	116.37
06-21	06-19	24231684172006259747971	ALBERTSONS #0355 CARPINTERIA CA	12.01

<b>DONALD GRAM</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$69.10	\$0.00	\$69.10

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-13	06-12	24765014165003050502963	CALIFORNIA FRESH MARKET PISMO BEACH CA	12.82
06-13	06-12	24801974164870961516098	CUESTA SPRINGS ICE COMPA SAN LUIS OBIS CA	56.28

<b>BRIAN J CABRERA</b>	<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
	\$0.00	\$96.94	\$0.00	\$96.94

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-05	06-05	24204294157000105797041	MICROSOFT G048215301 701-2817490 WA	42.00
06-14	06-13	24011344165000058602442	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	14.99
06-20	06-19	24906414171202690554905	SPRINGER NATURE 212-4601500 NY	39.95

Smart & Final and Ralphs = dry ice for mosquito traps  
Home Improvement Center = parts for mosquito dipper used for inspecting water for mosquito larvae and for 2 HVAC filters

Albertson's and Ralphs = dry ice  
Staples = labeling tape  
McCormix = gas

Calif. Fresh Mkt = lunch (travel to San Luis Obispo)  
Cuesta Springs Ice = dry ice

Springer Nature = downloaded PDF research article on the effects of specialized vehicles on damage to salt marsh plants

**Contract Status as of 7/05/2024**

Account	MOU Maximum	FYE24	FYE23	FYE22	MOU Status
1 Wynmark	\$2,089	\$ 1,456.04	\$1,563.55	\$982.73	FYE26 In progress
3 Goleta Sanitary District	\$5,719	\$ 9,415.03	\$4,744.06	\$3,784.34	FYE26 In progress
4 Goleta, City of	\$15,187	\$14,946.73	\$13,710.44	\$6,358.75	FYE25 completed
5 Oceano Dunes District	\$30,798	\$11,585.79	\$17,860.63	\$18,096.06	Awaiting final approval from State of CA Admin CY24-CY28
6 Pismo Beach, City of	\$10,405	\$ 7,105.23	\$6,403.09	\$8,909.53	FYE25 completed
7 Santa Barbara Airport	\$99,571	\$86,685.29	\$66,131.69	\$56,128.09	FYE26 In progress
8 Santa Barbara, City of	\$6,473	\$ 7,129.96	\$6,049.75	\$5,471.13	FYE25 completed
9 SoCalGas	\$3,096	\$ 3,105.56	\$3,269.14	\$1,527.55	Submitted Mosquito Management Plan
10 Cal-Storke, LLC	\$2,223	\$ 2,114.10	\$2,173.79	\$1,225.18	FYE25 complete
11 UCSB	\$35,369	\$34,843.65	\$28,540.84	\$25,493.42	FYE26 In progress
12 San Luis Obispo, County of	\$14,070	\$ -	\$8,954.28	\$5,268.29	FYE26 In progress

	Billed amount as of 7/5/2024	Budgeted
FYE 2024	\$178,387.38	\$160,000
FYE 2023	\$172,985.57	\$130,000
FYE 2022	\$154,357.76	\$120,000
FYE 2021	\$111,620.56	\$110,000
FYE 2020	\$ 133,309.32	\$105,000
FYE 2019	\$ 129,218.76	\$100,000
FYE 2018	\$ 96,290.35	\$ 70,000
FYE 2017	\$ 129,280.19	\$105,000
FYE 2016	\$ 58,200.34	\$115,000
FYE 2015	\$ 64,697.32	\$120,000

RESOLUTION NO. 24-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY PROVIDING FOR ADOPTION OF A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY AND CITY EMPLOYEES ASSOCIATES, LLC (CEA)

**WHEREAS:** CEA and representatives of the District have met and conferred as required under the Meyer-Milias Brown Act to reach agreement on a successor Memorandum of Understanding to cover the period July 1, 2024 to June 30, 2028; and

**WHEREAS:** Approval of this successor MOU serves positive employer-employee relations; and

**WHEREAS:** District staff recommends the adoption of the MOU as it provides for clarity in various areas and provides a fair wage increase consistent with the District's budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of The Mosquito and Vector Management District of Santa Barbara County as follows:

1. That the Memorandum of Understanding between the Board of Trustees of The Mosquito and Vector Management District of Santa Barbara County and City Employees Associates, LLC (CEA), that is attached hereto as Exhibit "A" is hereby approved and adopted by the Board of Trustees.

**THE FOREGOING RESOLUTION WAS ADOPTED** by the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County at a regular meeting thereof held on July 11, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:



---

President, Board of Trustees  
Mosquito and Vector Management District of Santa Barbara County

Attest

---

Secretary to the Board of Trustees



## **EXHIBIT A**

**Memorandum of Understanding  
between the  
Mosquito and Vector Management District  
of Santa Barbara County  
and the  
Mosquito and Vector Management District of Santa  
Barbara County Employees Association**

July 1, 2024 – June 30, 2028

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## **Recognition, Term, and Conditions**

It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the Mosquito and Vector Management District of Santa Barbara County and its represented employees and to establish rates of pay, and certain other terms and conditions of employment.

### **1.01 Recognition of the Association**

The Mosquito and Vector Management District of Santa Barbara County (the "District") recognizes the Mosquito and Vector Management District of Santa Barbara County Employees Association (the "Association") as the exclusive representative of the vector control technician classified employees of the District.

### **1.02 Term of this Memorandum of Understanding and Authorization**

The term of this Memorandum of Understanding (the "MOU" or "Memorandum") shall commence on July 1, 2024 and shall continue in full force and effect until June 30, 2028.

The District and the Association acknowledge that this MOU shall not be in full force and effect until ratified by the Association and adopted by the District's Board of Trustees (the "Board"). Subject to the foregoing, and in witness whereof, this MOU is hereby executed by the authorized representatives of the District and Association on the date(s) set forth below.

Authorized on behalf of

The District:

The Association:

by \_\_\_\_\_

by \_\_\_\_\_

Brian Cabrera, General Manager  
Mosquito and Vector Management  
District of Santa Barbara County

Vesna Ibarra, President  
Mosquito and Vector Management  
District of Santa Barbara County  
Employees Association

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

### **1.03 Authority/Approval**

The persons executing this MOU on their parties' behalf represent and warrant that (i) he or she has been duly authorized by their parties to execute this MOU on behalf of their parties, and (ii) the parties have duly approved this MOU on the date set forth in Section 1.02, hereof.

### **1.04 Prior and Entire Agreement/Amendments**

(a) It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall govern the entire relationship between the parties; supersede and replace all prior agreements, memoranda of understanding, or contrary salary and/or personnel resolutions, and ordinances by the District, and oral or written, expressed or implied agreements or understandings between the District and the Association; including the District's Personnel Policy and Procedures Manual; and, be the sole source of any and all rights which may be asserted hereunder. This agreement is not intended to conflict with federal or state law.



(b) This MOU may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto. All exhibits, schedules and appendices attached to this MOU are incorporated herein by reference and are made a part hereof.

### **1.05 Partial Invalidity**

If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

### **1.06 Construction**

Headings at the beginning of each section, subsection, paragraph and subparagraph are solely for the convenience of the parties and are not a part of this MOU. Whenever required by the context of this MOU, the singular shall include the plural and the masculine shall include the feminine and vice versa. This MOU shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections, subsections, paragraphs and subparagraphs are to this MOU.

### **1.07 Maintenance of Benefits**

Except as set forth in this MOU, and unless the Association agrees to reopen negotiations on a particular bargaining subject, the District and the Association agree that there shall be no changes during the life of the MOU in the wage rates, benefits, or other terms and conditions of employment subject to the meet and confer process established by the MOU or by any District regulation, ordinance, or resolution, except by mutual agreement of the parties, or as required by Federal or State law or regulations. The District agrees to meet and confer with the Association on discretionary matters where mandatory changes in Federal or State law would significantly affect terms and conditions of employment within the scope of representation for employees covered by this MOU.

The District shall notify the Association of any proposed change in District rules, regulations, ordinances, or resolutions on subjects which are beyond the scope of the meet and confer process, but the practical application of which directly affects employees represented by the Association. The District agrees to meet and consult with the Association on any such proposals, upon request of the Association.

## **District Rights**

### **2.01 District Rights**

(a) The District reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the District, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include, but not be limited to, the following rights:

1. to manage the District generally and to determine the issues of policy,
2. to determine the existence or non-existence of facts that are the basis of the management decision,
3. to determine the necessity and organization of any service or activity conducted by the District and expand or diminish services,
4. to determine the nature, manner, means, and technology, and extent of services to be provided to the public,
5. to determine methods of financing,
6. to determine types of equipment or technology to be used,
7. to determine and/or change the facilities, methods, technology, means, and size of the work force by which the District's operations are to be conducted,
8. to determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all District functions including, but not limited to, the right to contract for or subcontract any work or operation of the District,
9. to assign work to and schedule employees in accordance with requirements as determined by the District and to establish and change work schedules and assignments,
10. to relieve employees from duties for lack of work or similar non-disciplinary reasons,
11. to establish and modify productivity and performance programs and standards including, but not limited to, quality and quantity standards; and to require compliance therewith,
12. to discharge, suspend, demote, or otherwise discipline employees for proper cause,
13. to determine job classifications and to reclassify employees,
14. to hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU and applicable resolutions and regulations of the District,
15. to determine policies, procedures and standards for selection, training and promotion of employees,
16. to maintain order and efficiency in its facilities and operations,
17. to establish and promulgate and/or modify rules and regulations to maintain order and safety in the District which are not in contravention with this MOU, and
18. to take any and all necessary action to carry out the mission of the District in emergencies.

(b) Where the District is required to make changes in its operations because of the requirements of law, or whenever the exercise of management's rights shall impact employees of the bargaining unit, the District agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing District rights, management's discretion in the exercise of these rights shall not be diminished. The District shall not exercise the foregoing rights in an arbitrary or capricious or

invidiously or discriminatory manner or in such a manner as to imperil the health and/or safety of the employees.

## **Association Rights and Responsibilities**

### **3.01 Association Dues**

Pursuant to SB 866, the District shall deduct Association member fees from members' pay and transfer the amount so deducted to City Employees Associates or as appropriately directed by the Association.

### **3.02 Maintenance of Membership**

Subject to applicable law, all regular, full-time unit employees who, on the effective date of this Agreement are members of the Association in good standing, and all employees who thereafter become members, shall maintain their membership with the Association in good standing during the term of this Agreement. However, employees shall have the right to resign their membership during the thirty (30) day period prior to the expiration of this MOU. Unit employees may exercise their rights to resign by notice in writing to the Association and to the District prior to or during this period.

### **3.03 Release Time for Meet and Confer (Negotiations)**

The Association may select one eligible unit member to attend negotiation meetings without loss of compensation. Negotiation includes one hour before a meeting for preparation and one hour after a meeting for follow-up and summation. However, if a meeting extends beyond an employee's normally scheduled working hours that time shall not be paid by the District. In addition, the District shall not pay overtime or provide compensatory time off to Association bargaining unit members for time spent in negotiations. The negotiation meeting, the one-hour preparation time before each scheduled meeting with the District's negotiation team and the one-hour after conclusion of negotiations must be within the employee's normal scheduled working hours.

### **3.04 New Hires and Materials Distribution**

The Association may make a presentation to new hires within two weeks of hiring. The presentation is only allowed during an orientation or training held in the District's office.

The Association is allowed up to twenty-five percent of the bulletin board space provided by the District for posting of Association related materials. All materials to be posted must be approved and signed by an Association official, and may be used for Association recreational, social, and related news bulletins; scheduled meetings; information concerning Association elections or the results thereof; or reports of official business of the Association and its committees.

### **3.05 Association Meeting Space**

The District shall make available conference rooms and other meeting areas specified by the District for holding Association meetings during off-duty hours. The Association shall provide timely notice to the District of such meetings and the Association agrees that such meetings shall be for Association business only, with the Association held responsible for security and cleanup of such meeting areas and any liability that may arise during the use of such facilities. There shall be no charge for such use of District facilities.

### **3.06 No Strike**

Employees represented by the Association shall not take part in any strike, work action, or any other concerted activity of any kind, which will result in curtailing or restricting District services during the

term of this MOU. The Association agrees not to sanction, encourage, or support any such strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position (including sympathy strikes), any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The terms "strike," "work action," and "concerted activity" also mean any participation in an action curtailing or restricting the operation of the District for the purposes of inducing, influencing, or coercing a change in working conditions, compensation, and rights, privileges, and obligations of employment; provided, however that nothing herein shall preclude employees from engaging in informational picketing or attending Association rallies so long as such activity does not curtail or restrict District operations.

### **3.07 Association Responsibility**

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 3.06 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of the MOU and unlawful and they must immediately cease engaging in conduct prohibited in Section 3.06 above and return to work.

In the event any employee covered under this MOU violates the terms of the No Strike provision, the District retains the right to discharge or otherwise discipline any such employee.

### **3.08 Waiver of Bargaining During Term of This Agreement**

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the District and the Association expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this MOU to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter were proposed and later withdrawn.

# Wages, Hours, Policies, and Conditions of Employment

## 4.01 Salary Adjustment Schedule

- A. **FYE 2024-25:** Salaries will be increased by the Los Angeles/Orange County area All Urban CPI for March 24 effective in the first full pay period of the fiscal year 2024-25. The increases are subject to a floor set at 2.00% and a ceiling set at 3.75%.The increase will be retroactive to members' pay in the first full pay period of the fiscal year 2024-25.
- B. **FYE 2025-26:** Salaries will be increased by the Los Angeles//Orange County area All Urban CPI for March 2025 effective in the first full pay period of the fiscal year 2025-26. The increases are subject to a floor set at 2.00% and a ceiling set at 3.75%.
- C. **FYE 2026-27:** Salaries will be increased by the Los Angeles//Orange County area All Urban CPI for March 2026 effective in the first full pay period of the fiscal year 2026-27. The increases are subject to a floor set at 2.00% and a ceiling set at 3.75%.
- D. **FYE 2027-28:** Salaries will be increased by the Los Angeles//Orange County area All Urban CPI for March 2027 effective in the first full pay period of the fiscal year 2027-28. The increases are subject to a floor set at 2.00% and a ceiling set at 3.75%.
- E. The increases will be applied to all members' salary including to those members who are currently at the top pay rate.
- F. The District eliminates the wage rate table, altogether.

## 4.02 Longevity Pay

Effective July 1, 2024, the District will provide longevity pay to employees based on the length of their continuous employment with the District:

- 14 years = 3% of base salary
- 16 years = 3% of base salary
- 18 years = 3% of base salary
- 20 years = 3% of base salary
- 22 years = 3% of base salary
- 24 years = 3% of base salary
- 26 years = 3% of base salary
- 28 years = 3% of base salary
- 30 years and every two years thereafter = 3% of base salary

Longevity pay for each two year anniversary year, starting at year 14, reached will be awarded on the anniversary date of the employees' official first day of employment at the District. For example, if a District employee was hired on 9/1/05, they would receive a 3% increase in base salary on 9/1/25. That same employee would receive an additional 3% increase in base salary on 9/1/27 and at every two year anniversary thereafter. These longevity increases are not paid for anniversaries reached in the past.

## **General Provisions**

### **5.01 Equal Employment Opportunity; Policy Against Unlawful Discrimination**

The District is an Equal Opportunity Employer, and does not discriminate against any person in matters of employment, application for employment, participation in programs and benefits, or in the application of rules and regulations based on any legally protected class.

The District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant or employee, unless the proposed accommodation would create an undue hardship for the District. Employees or applicants requiring an accommodation in order to perform the essential functions of their jobs or to apply for positions should immediately apprise the General Manager of the need and describe the requested accommodation. The District will consider any such request for accommodation, as well as other possible alternative accommodations that might allow affected individuals to perform their jobs. The District reserves the right to determine what, if any, reasonable accommodation it will implement following a request for accommodation.

Employees or applicants who believe that they have been, or know of someone that may have been, the victims of any unlawful discrimination must immediately report their concerns to the General Manager. If the claim involves the General Manager, report to the President of the Board of Trustees.

The District takes all complaints of unlawful discrimination and harassment seriously, and will investigate any such complaint. Employees and applicants may also report incidents of discrimination and harassment to the California Department of Fair Employment and Housing or the United States Equal Employment Opportunity Commission, contact information for which can be found in the telephone book. Please understand that the District has a legal obligation to investigate all claims of unlawful discrimination or harassment. The District will not tolerate any retaliation against any person who registers a complaint of unlawful discrimination or harassment or supports a co-worker's complaint of discrimination or harassment. Employees may also elect to report complaints anonymously by calling the Employee Protection Line number at 877-651-3924 or by visiting <https://www.employeeprotectionline.com/xplonline/> as posted in the District office. The District's Organization Code Number is 10241.

Any violation of the District's anti-discrimination or anti-harassment rules will result in disciplinary action, up to and possibly including termination of employment.

### **5.02 Policy Against Harassment.**

The District is committed to providing a work environment free of unlawful harassment, discrimination, and retaliation. The District condemns and prohibits discrimination, sexual harassment and harassment based on race, color, religion, religious creed, national origin, sex, gender, gender identity, gender expression, sexual orientation, marital status, age (40 years and older), mental or physical disability, medical condition, military and veteran status, exercise of rights of relating to any legally provided leave of absence, and/or any other category protected by federal and/or state law. The District disapproves of and will not tolerate any unlawful harassment of employees by supervisors or co-workers, nor will the District tolerate unlawful harassment of outside independent contractors by our staff. The District also will not tolerate unlawful harassment of its employees by non-employees with whom the District has a business relationship (such as vendors or customers). The harassment precluded by this policy includes any harassment against an individual because that individual is perceived to have any of the characteristics mentioned above or is associated with a person who has or is perceived to have any such characteristic. The district also strictly prohibits retaliating against any employee who has complained of illegal harassment or supported such a complaint. Any supervisor or

manager observing or knowing of a harassing situation shall take immediate action to stop it and report the matter.

Unlawful harassment includes verbal, visual or physical conduct related to a protected characteristic that creates an intimidating, offensive or hostile work environment that interferes with an employee's ability to do their job. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement, requests for sexual favors or demands for sexual favors in exchange for favorable treatment, obscene or vulgar gestures, posters, or comments, sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies, propositions, or suggestive or insulting comments of a sexual nature, derogatory cartoons, posters, and drawings, sexually-explicit e-mails or voicemails, uninvited touching of a sexual nature, unwelcome sexually-related comments, conversation about one's own or someone else's sex life, conduct or comments consistently targeted at only one gender, even if the content is not sexual, teasing or other conduct directed toward a person because of the person's gender,

Displaying or sending obscene or sexually explicit written or verbal messages, e-mails, images, photographs, Internet websites, or e-mails is also prohibited. Such conduct constitutes harassment when submission to the conduct (a) is made either explicitly or implicitly a term or condition of employment, (b) becomes a basis for a decision concerning an individual's employment, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if there are no tangible or economic job consequences.

If an employee believes someone has violated this policy or our Equal Employment Opportunity Policy, the employee has the right to demand the individual stop immediately, if the employee feels comfortable doing so. Employees who believe they have been unlawfully harassed, must immediately report the incident to the General Manager, or alternatively to the President of the Board. You do not have to report unlawful harassment to a manager or director who is responsible for the unlawful harassment, or to a director or manager of that person. Employees reporting unlawful harassment may be asked to submit a written complaint including details of the incident or incidents, names of the individuals involved, and names of any witnesses. Members of management should immediately refer all harassment complaints to the General Manager or, if that is not appropriate under the circumstances, to the President of the Board.

Please understand that the District has a legal obligation to investigate all claims of unlawful harassment. However, the District will consider harassment complaints to be highly confidential, and in the course of conducting its investigation will only discuss your concerns with those whom the District considers necessary in order to conduct a proper investigation and achieve an effective resolution. These complaint procedures also apply to claims of retaliation, as described below.

The District will not retaliate against employees for filing a complaint of harassment or supporting another employee's harassment complaint and will not tolerate or permit retaliation by management, employees or co-workers. The District will undertake an investigation of the retaliation allegations. Claims of retaliation against use of this policy may be reported, and will be investigated, in the same manner as claims of harassment.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

If the District determines that unlawful harassment or retaliation has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to have violated the District's anti-harassment policies will be subject to appropriate corrective action, up to and including termination.

The District encourages all employees to immediately report any incidents of harassment or retaliation forbidden by this policy so that complaints can be quickly and fairly resolved. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment or retaliation in employment. Contact information for each agency is available in the phone book or on the Internet. Employees may also elect to report complaints anonymously by calling the Employee Protection Line number at 877-651-3924 or by visiting <https://www.employeeprotectionline.com/xplonline/> as posted in the District office. The District's Organization Code Number is 10241.

Any employee who knowingly files a false and/or malicious report of harassment or discrimination, as opposed to a complaint which, even if erroneous, is made in good faith; or anyone who fails to report an actual or perceived form of harassment or discrimination as outlined in this policy, may be subject to appropriate disciplinary action, up to and including termination.

### **5.03 Policy Against Workplace Violence**

The District has adopted a zero tolerance policy against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, engaged in by or directed at District employees, and/or which involve or affect the District or which occur on District property will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive or intimidating to alter the employment conditions at the District or to create a hostile, abusive or intimidating work environment for one or several District employees. Any employee who feels threatened or intimidated, or who has knowledge that another employee feels threatened or intimidated, must report the relevant facts to their supervisor or the General Manager or the President of the Board of Trustees.

The District's prohibition against threats and acts of violence applies to all persons involved in the District's operation, including but not limited to District staff, contract or temporary workers and members of the Board of Trustees. Violation of this policy by any individual on District property, will lead to disciplinary action. Discipline will be appropriate to the behavior and may include immediate termination or referral to an outside counseling program with the requirement that the employee participate. The District will also undertake appropriate measures to ensure the safety of any employee



who feels vulnerable, which may include the temporary retention of security guards and/or court action on behalf of the threatened employee to obtain a restraining order.

Nothing in this policy alters any other reporting requirements established elsewhere in this document or in State, Federal or other applicable laws.

#### **5.04 Substance Abuse**

A drug, alcohol, and marijuana free workplace is essential to maintaining a safe and efficient environment for all employees. The use, possession, distribution or sale of alcohol or marijuana, or being under the influence of alcohol or marijuana, is prohibited during work hours, on District property, or while using District vehicles. Similarly, the District maintains a drug free workplace in accordance with the stipulations set forth in the California Drug-Free Workplace Act. The unlawful manufacture, distribution, dispensation, possession or use of any illegal or illicit substance in the workplace is strictly prohibited. Employees found to be in violation of this policy will be subject to disciplinary action, up to and including termination. The District has established this drug-free awareness program pursuant to the above referenced Act.

To administer this policy, the District requires drug and substance abuse testing in certain circumstances as follows:

- A. Pre-employment. All applicants must submit to and pass a drug screening test as a condition of the successful completion of the employment process.
- B. Reasonable Suspicion. If the District has reasonable suspicion that an employee possesses or is under the influence of drugs, marijuana, and/or alcohol, or possesses physical evidence associated therewith, that may adversely affect the employee's performance or may negatively impact the safety of the employee or others, screening for alcohol, marijuana, and/or drugs may be ordered. Suspicion must be based upon objective symptoms such as the employee's appearance, behavior, speech or other facts.
- C. Post-Mishap Testing. Drug, marijuana, and/or alcohol testing may be required subsequent to any work-related accident or safety violation regardless of whether an injury resulted from the accident or violation.

The District recognizes that the use of prescription drugs and/or over-the-counter drugs also may cause impairments that affect an employee's job performance. In such instances, employees should contact the General Manager to discuss any temporary accommodations that might be appropriate. Nothing in this policy is intended to diminish the District's commitment to employ and reasonably accommodate qualified disabled individuals, including individuals who must take legal drugs because of their disability.

Any violation of this policy or failure to cooperate with a testing request may result in disciplinary action up to and including termination. The cost of any testing will be borne by the District.

#### **5.05 Prohibition Against Smoking**

A smoke-free work environment promotes the health of all employees and visitors. Smoking is prohibited in all District buildings and District vehicles, and while the employee is on duty. Employees wishing to smoke must do so outside of District buildings and vehicles while they are on rest or meal periods.

#### **5.06 Immigration Law Compliance**

Federal law requires all employers to verify an employee's identity and legal authority to work in the United States through completion of U.S. Citizenship and Immigration Services Form I-9. This verification must be completed as soon as possible after an offer of employment is made and in no

event, more than three business days after an individual is hired. All offers of employment and continued employment for positions with the District are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

## **Employee Organization**

### **6.01 Employment Practices**

Persons seeking employment with the District for positions other than General Manager are required to complete and submit a District application form, plus any other necessary document stipulated. Qualified applicants will be interviewed in a timely manner based upon the parameters set forth by the General Manager. Applicants are advised that permitted background reviews may be conducted at the sole discretion of the General Manager. Successful candidates will be required to pass a pre-employment physical examination including drug screening and show proof of a driving record suitable to the District's insurance carrier prior to commencing employment.

In the instance that the District is attempting to fill the position of General Manager, application requirements and procedures are developed and issued at the sole discretion of the Board of Trustees.

### **6.02 Authorized Positions**

The Board of Trustees of the District has authorized the following positions:

- A. General Manager – one full-time position.
- B. Operations Manager Biologist – one full-time position.
- C. Vector Control Biologist – one full-time position.
- D. Vector Biologist Technician – one full-time position
- E. Lead Vector Control Technician - one full-time position
- F. Vector Control Technicians\* – five full-time positions.
- G. Vector Control Assistants – variable number of temporary positions determined by the General Manager and approved by the Board of Trustees.
- H. Administrative Assistant – one full-time position.

\*The recognition of two classifications of Vector Control Technician: Vector Control Technician I and II is reinstated. The parties have met and conferred regarding salaries for existing Vector Control Technicians and have agreed that the salary for the least senior existing Vector Control Technician will be increased to \$70,000 per year. Salary increases for the other members of the bargaining unit will be based upon the CPI adjustments and longevity adjustments set forth herein. Effective upon execution of this MOU, the District has two (2) Vector Control Technician II's but no Vector Control Technician I's.

### **6.03 Employee Classifications**

The following classifications describe the types of employees. Depending upon the employee's position and status, he or she may be classified in more than one category.

- A. Probationary. All newly hired employees (except employees classified as at-will) serve an initial probationary period of six (6) months. Employees who are promoted or transferred to a new position also serve a probationary period of six months. Initial probationary employees are awarded and accrue benefits in the same manner as Regular employees, except Probationary employees may not use accrued vacation. Probation may be extended beyond six months if the employee has not passed the minimum required certification tests administered by the State of California Department of Public Health as described in the employee's current

job description (See Appendix). Employees subject to extension of probation may be eligible to utilize accrued vacation time at the General Manager's discretion. Employees under probationary status due to transfer or promotion are exempt from sick leave and vacation usage restrictions.

- B. Regular. Employees who have successfully completed their initial probationary period are deemed as Regular. Regular employees may use accrued vacation, and have the right of progressive discipline (except employees classified as at-will).
- C. Temporary. Persons hired for a limited duration are considered temporary. Temporary employees may be terminated at any time without cause, without recourse and without prior notice. Temporary employees are not awarded and do not accrue any benefits, other than accrual of paid sick leave.
- D. Full-Time. Employees working forty (40) or more hours per week or eighty (80) or more hours every two weeks are considered as full-time.
- E. Part-time. Employees working less than forty (40) hours per week are considered as part-time.
- F. Non-exempt. Employees who function under the stipulations set forth by the Federal Fair Labor Standards Act are considered non-exempt. These persons are entitled to premium pay for any hours worked in excess of eight (8) hours per day or forty (40) hours per week unless the District utilizes an alternative workweek schedule in which case employees are entitled to premium pay for any hours worked in excess of regularly scheduled daily or weekly hours.
- G. Exempt. Employees who are exempt from the provisions of the Federal Fair Labor Standards Act.
- H. At-Will. Employees who are directly responsible to the Board of Trustees and serve at their pleasure

#### **6.04 Probation**

All new employees will serve a probationary period of six (6) months (1040 work hours). The work performance of such employees will be evaluated in writing three times within that period. If evaluations are unfavorable, the employee will be provided additional training or counseling in an attempt to eliminate any deficiencies. If, after such additional training, the employee is determined to be incapable of functioning in the position, he/she will be released from employment without right of appeal or hearing. A probationary employee may also be terminated at any time without right of appeal or hearing if the employee's conduct, capacity or moral responsibility is found to be unsatisfactory. If a newly hired employee accrues any Leave Without Pay ("LWOP") during the probationary period, said period will be extended accordingly.

Regular employees may be placed on probation for a specified period of time for infractions of the work rules, as determined by the General Manager. Employees who lose certification when such is required by their position description will be demoted and placed on probation until such time as the certificate is reinstated. Failure to become recertified within one calendar year may result in termination.

If an employee is promoted or transferred, three evaluations will be completed within six months (1040 work hours) of the date of the transfer or promotion. Thereafter, evaluations will occur on the anniversary of the latest position hire date. No restrictions on benefits, including the use of accrued sick or vacation leave, will apply to a regular employee during the probationary period related to a transfer or promotion.

#### **6.05 Certifications**

All employees, with the exception of clerical staff, are required to successfully pass the State of California Department of Public Health Vector Control Technician certification exam in categories A,

B, C and D before being considered for regular full-time status. The requirements and timeline for completion of the examination are described in the job description of each District position (see Appendix I). Certification is a condition of employment. Failure to successfully complete the required examinations within the timeframe allotted may result in release from duty. The General Manager may at his discretion extend an employee's probationary status to allow for additional time to pass an examination beyond that which is listed in the employee's job description.

### **6.06 Promotions and Transfers**

Employees will be considered for promotions based upon their individual abilities and qualifications, and the needs of the District. Promotions will be considered on a case-by-case basis. Transfers involve the movement of a qualified employee to an available position at or below his/her current wage rate. Transfers will be considered on a case-by-case basis.

### **6.07 Hours of Operation**

The office hours are from 7:30 AM until 4:00 PM Monday through Friday unless otherwise directed by the General Manager. The workweek begins at 12:00 AM on Sunday and ends at 11:59 PM on the following Saturday (168 consecutive hours).

### **6.08 Meal and Rest Periods**

Non-exempt employees are provided with an unpaid meal period of thirty (30) minutes usually taken approximately at noon. Paid rest periods of fifteen (15) minutes are provided for all non-exempt employees. These rest periods are usually taken mid-morning and mid-afternoon of the normal work day. If the work task so demands, the rest periods may be deferred and used in conjunction with the lunch period. Break periods may not be taken at the beginning of the work day or at the end of the work day. Unused break times may not be accumulated for later use or remuneration.

### **6.09 Overtime**

Except in the case of an alternative workweek schedule, all non-exempt employees of the District are subject to the provisions of the Federal Fair Labor Standards Act. Any hours worked in excess of eight (8) hours per day or forty (40) hours per workweek will be compensated at one and one-half (1.5) times the employee's regular hourly rate. Under FLSA, "hours worked" means those hours wherein actual work is performed. "Hours worked" does not include time off such as holiday, vacation, sick leave or other compensated non-working time. All overtime hours are to be approved in advance by the employee's immediate supervisor or the General Manager.

### **6.10 Compensatory Time Off**

In lieu of paid overtime, non-exempt employees may elect to receive Compensatory Time Off ("CTO") pursuant to the Federal Fair Labor Standards Act. CTO is provided at the rate of one and one-half (1.5) hours for each hour of overtime worked. A non-exempt employee is allowed by law to accrue a maximum of 90 Hours of CTO, which equals 60 hours of actual work. Non-exempt employees wishing to use the option of CTO must sign an Appendix 1 Compensatory Time Off Election agreement stating their desire prior to accumulating any such hours. Payment of CTO hours upon termination will be at the non-exempt employee's final regular rate of pay. If so desired by the non-exempt employee, accrued CTO hours will be timely paid to the employee when so requested in writing. A non-exempt employee can request to use CTO hours as long as the use does not unduly disrupt District operations. Non-exempt employees wishing to use the option of CTO must sign an agreement (see Appendix III).

### **6.11 Timekeeping**

All non-exempt employees are required to clock in and out each day and are required to accurately record their hours worked including the beginning and ending of lunch period(s) by entering their daily hours into the database system each day but no less frequently than Friday of each week (even though the pay periods are bi-weekly). These entries are considered legal documents, and are used to properly compensate employees. No employee may enter or modify work hours for another employee, except for the General Manager. The General Manager may enter or modify an employee's work hours only after discussion with and agreement by the employee. Entering false information or modifying time records without supervisor approval will result in disciplinary action, up to and including termination.

### **6.12 Payday**

Employees are paid every other Thursday. Paychecks will be distributed by the General Manager or his/her designated representative. If employees have elected an automatic deposit option, the paychecks will be credited to the employee's account on every other Thursday. If the payday falls on a holiday, the paychecks will be distributed the day prior.

### **6.13 Advances**

The District does not provide any payroll advances or extend credit to any employees.

### **6.14 Deductions**

Federal and State laws mandate certain deductions from every employee's paycheck. These deductions may include but are not limited to income taxes, social security taxes and State disability insurance payments. Each employee must complete a withholding exemption form (IRS W-4) at the time of hire. Legal garnishment orders will also result in deductions from an employee's paycheck.

### **6.15 Records Inspection**

Employees and former employees have the right to inspect and obtain copies of their own payroll and personnel records after providing proper identification. Such requests must be submitted in writing to the General Manager or his/her designated representative. In a timely fashion, a date will be scheduled to conduct the inspection. The General Manager or his/her designated representative will be present during the inspection and copying process. Personnel records are the property of the District and shall not be altered or purged without express written approval of the Board of Trustees.

### **6.16 Employee Information**

All employees are required to inform the District when there is a change of address, change of marital status, change in dependents, or other event that may have an impact upon the employer.

### **6.17 Driving Record**

A driver's record report will be obtained from the State Department of Motor Vehicles ("DMV") for each new employee prior to making a formal offer of employment. The District will obtain updated reports on a regular basis for all regular employees through the use of the DMV pull notice program. All employees shall not accrue more than three points, as determined by the DMV, on his or her report. All employees will cooperate with the District in obtaining said reports. Any employee accruing more than three points or convicted of a felony driving infraction will be subject to disciplinary action up to and including termination of employment.

### **6.18 Telecommuting**

The nature of the work performed by employees of the District does not generally support the use of telecommuting. However, select instances may occur where telecommuting may be deemed appropriate by management. For example, an employee may be allowed to telecommute where severe

weather conditions such as a flood warning issued by the County Office of Emergency Management may prevent the employee from safely travelling to work. Each such request will be evaluated on its merits. An employee's request must be approved verbally or in writing before the employee is allowed to telecommute. On a day where telecommuting has been approved by the General Manager, the employee must, on the following work day, submit specific proof they have completed work assignments (e.g., translation or work-related reports) or online study or continuing education related to mosquito and vector control. An employee may use accrued leave or vacation for part of a day when telecommuting is approved. Employees shall submit a written leave/vacation request, subject to management approval.

### **6.19 Resignations**

Each employee is requested to provide the District with advance notice of his/her intent to resign employment. This notice should be in writing and should specify the last day the employee will be at work. It is further requested that full-time and regular part-time employees provide at least two weeks' notice. The exception is at-will employees, although the District would appreciate advance notice of a resignation in such cases even if it cannot require it. Employees who do not provide such notice may be deemed ineligible for rehire. All employees will be asked to complete an exit interview at the time of their departure. Employees are required to return all District property in their possession on or before the last day of employment.

### **6.20 Terminations and Reductions in Force**

The District reserves the right to initiate reductions in the work force based upon the work load, economic circumstances, reorganization or other factors. When reductions in staffing are necessary, employees will be retained based solely upon the needs of the District, and the performance and qualifications of the personnel involved. Employees who are selected to be laid off may apply for transfer to any other position for which they qualify, but no guarantee of continued employment exists.

### **6.21 Rehire Considerations**

Only former District employees who were designated as eligible for rehire will be considered for employment. Returning employees will be considered to be newly hired persons and will be subject to the same hiring process and classifications as newly hired persons. Eligibility for rehire will be determined by the General Manager.

### **6.22 Acceptance of Rules**

In accepting employment with the District, employees agree to be governed by and comply with the Policies and Procedures contained herein, as well as, any written modifications thereof and any rules, regulations and administrative procedures established by the General Manager. All staff employed with the District on the effective date of these policies and procedures and any staff hired subsequently shall thereafter be subject in all respects to the provisions herein and any modifications thereof.

### **6.23 Bilingual Allowance**

An employee, whose bilingual skills are beneficial to the District to translate documents, interpret conversations, perform outreach and enforcement in English and either Spanish or any other language including but not limited to American Sign Language shall be designated by the General Manager to receive a bilingual allowance. The General Manager shall document and file the employee's designation in writing, in the employee's personnel record, prior to being effective. The employee shall retain such bilingual designation only until a change in assignment changes the need for use of bilingual language skills.

Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee's bilingual language skills are determined to be beneficial to the District he/she shall receive an allowance of \$65.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

Employees in classifications in which the primary responsibility is to interpret/translate between English and any other language shall not be eligible for this allowance.

Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak a foreign language, occasional or incidental use of foreign language skills or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

Employees may be temporarily designated to receive a bilingual allowance when assigned to translate or interpret a document or official conversation for not less than one pay period and not more than is reasonably necessary, as determined by the General Manager, to complete the interpretation or translation. Temporary designation shall be written and filed in the employee's personnel record and shall specify the assignment and pay period(s) that the bilingual allowance is in effect.

## 6.24 Certification Allowances

Employees who obtain a Drone Certification through the Federal Aviation Association (FAA) will receive an allowance of \$65.00 per pay period. See [https://www.faa.gov/uas/commercial\\_operators/become\\_a\\_drone\\_pilot](https://www.faa.gov/uas/commercial_operators/become_a_drone_pilot) for more information on the application and examination process.

Employees who obtain a Board Certified Entomologist (BCE) Certification through the Entomological Society of America (ESA) will receive an allowance of \$65.00 per pay period. See <https://entocert.org/bce> for more information on the application and examination process.

The BCE Certifications must be renewed yearly. The District will reimburse employees for these renewal fees, upon receipt of proof of payment for the fees. Every three years, holders of BCE Certifications are required to submit a Professional Maintenance and Certification Report that details their Continuing Education Units to ESA. Employees must comply with this requirement to continue to receive this allowance.

Employees who obtain a Public Health Entomology (PHE) Certificate will receive an allowance of \$65.00 per pay period. See <https://entocert.org/phe> for more information on the application and examination process.

The District will reimburse employees for the cost of the application(s) and examination(s) for these certifications if the employee passes the examination(s). The District will not pay the employees for any time spent completing the application(s) and/or studying for and taking the examination(s) as the Drone Certification and BCE Certification and PHE Certificate are optional, not a requirement for employment with the District. Employees shall provide a receipt for the cost of the application and examination and an official notice from the ESA that they have passed the examination and earned the Certification and/or Certificate.

If an employee already has a BCE Certification or PHE Certificate or Drone Certificate, they will receive the respective allowance going forward, pursuant to the provisions of this article.

## **Employee Benefits**

### **7.01 Introduction**

The District provides a number of benefits to the employees, both discretionary and legislated. Employees are encouraged to share the information with their family members so that in case of emergency they know how to access the benefits.

### **7.02 Health Insurance**

The District provides coverage for each full-time regular employee and the employee's family as defined by the specific plan. The District will provide coverage for the employee only, for employees working between thirty (30) and thirty-nine (39) hours per week.

- A. **Employer Contribution.** For employees hired before January 1, 2014, the District's contributions for all employees shall be the amount necessary to pay the full cost of each employee's enrollment, including the enrollment of the employee's family members, in a health benefits plan under the Public Employees' Medical and Hospital Care Act, (the "Act") not to exceed the aggregate amount for all employees, up to a maximum of \$14,000.00 for seven employees or the sum of \$2,000.00 per employee times the number of employees.
- B. **Employer Contribution.** For employees hired after January 1, 2014, the District's contribution for each employee shall be the amount necessary to pay the full cost of the employee's enrollment, including enrollment of the employee's family members, in a health benefits plan under the Act not to exceed \$1,300.00 per month.
- C. **CPI Adjustment.** The District's maximum contribution shall be adjusted on July 1 of each year by the change in the Consumer Price Index ("CPI") published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange counties area (All Items, All Urban Consumers, 1982-1984=100). Said adjustment shall be equal to the change in CPI for March of the year of the adjustment as compared to the CPI for March of the preceding year.
- D. **Dental and Vision Insurance.** The maximum District contribution set for in Sections 7.02A and 7.02B above (as adjusted for inflation) shall apply to the cost of all health benefits provided by the District, including (i) health benefits plans under the Act, and (ii) Dental and Vision Coverage (collectively, "Health Benefit Costs")
- E. **Excess Costs.** If health insurance premiums increase by more than the increase in the CPI, or if for any other reason the Health Benefit Costs (including coverage for an employee's family members exceed the maximum employer contribution set forth in Sections 7.02A and 7.02B above (as adjusted for inflation), the difference will be deducted from the employee's pay.  

Should the aggregate costs of health benefits as provided herein exceed the aggregate amount for all employees, the excess costs will be deducted first from those employees' pay whose health benefit costs exceed \$2,000 per month, until the employer's contribution is reduced to the aggregate amount maximum. The excess costs will be equally shared between those employees.
- F. **Future Changes.** Irrespective of the date of hire or the date of retirement, no employee or retiree shall have any vested rights to (i) the health premium benefits provided for herein, by (ii)



Resolution 13-01, as amended by Resolution 17-01, (iii) the Dental and Vision Coverage, or (iv) any other health insurance benefits provided by the District.

### **7.03 Dental and Vision Insurance**

The District provides coverage for each full-time regular employee and the employee's family as defined by the specific plan. The District will provide coverage for the employee only, for employees working between thirty (30) and thirty-nine (39) hours per week.

### **7.04 Supplemental Insurance**

Employees may elect to participate in supplemental insurance plans offered by Aflac. These plans utilize pre-tax contributions provided solely by the employee. Details are available in the plan document.

### **7.05 Retirement Plan**

Full-time employees are provided with retirement benefits administered by the Santa Barbara County Retirement System. In these plans, both the employee and the District contribute funds.

Employees hired before June 30, 2018 are provided with retirement benefits according to Santa Barbara County Retirement System General Plan 5A – 2% at age 57 formula.

Employees hired on or after July 1, 2018 are provided with retirement benefits according to Santa Barbara County Retirement System General Plan 8 – 2% at age 62 formula

Details are available in the plan document. This document and other plan documents mentioned are available from the General Manager.

### **7.06 Retiree Health Insurance Benefit**

The District will contribute the minimum employer contribution for employees and retirees as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c).

As an additional retiree health benefit, employees retiring from District employment, their spouse at the time of retirement and their dependents while eligible, the District will continue to contribute to the retired annuitants' health, vision, and dental insurance according to the following schedule and conditions:

A. For employees hired before July 1, 2018:

1. The District will contribute the actual cost of a qualified retiree's health, vision, and dental insurance premium up to a maximum of \$2,116 per month, including both the PEMHCA minimum employer contribution; the additional contribution; and increases or decreases based on the Los Angeles /Riverside /Orange County area All Urban CPI for March of each year of the term of the MOU.
2. The retiree is responsible for any amount in excess of the aforementioned cap.
3. To qualify for the additional retiree health benefit, the employee must have worked for 5 years of full-time service; retire from employment with the District; and be at least 50 years of age upon retirement.
4. The retiree must qualify for retiree allowance as determined by the Santa Barbara County Employee Retirement System (SBCERS).
5. At the time of retirement, retirees remain eligible for the District group medical plan and may change health plans during any open enrollment or qualifying event.
6. The retiree's spouse becomes ineligible upon divorce from the retiree.

7. If a retiree marries after his/her retirement, the new spouse is eligible for District group medical plan benefits.
8. When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner remains eligible for District group medical plan benefits; however, for employees that retire before July 1, 2021, the District will only contribute the amount necessary to cover the cost of a Medicare supplement subscriber-only plan, the retiree or eligible spouse/domestic partner is responsible for the amount of any Medicare supplement plan for one or more dependents or CalPERS-sponsored health insurance plan that is over this employer contribution; for employees who retire after July 1, 2021, the District will contribute only the minimum employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c). The retiree or eligible spouse/domestic partner is responsible for any amount in excess of the minimum employer contribution.
9. Upon the death of the retiree, the surviving spouse and eligible dependents may continue receiving the retiree's medical health benefit; however, the District will contribute only the minimum employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c). The surviving spouse or eligible dependents are responsible for any amount in excess of the minimum employer contribution.

For employees hired after July 1, 2018:

1. The District will contribute the actual cost of a qualified retiree's health, vision, and dental insurance premium up to a maximum of \$1,300 per month, including both the PEMHCA minimum employer contribution; the additional contribution; and increases or decreases based on the Los Angeles / Riverside / Orange County area All Urban CPI for March of each year of the term of the MOU.
2. The retiree is responsible for any amount in excess of the aforementioned cap.
3. To qualify for the additional retiree health benefit, the employee must have worked for 10 years of full-time service; retire from employment with the District; and be at least 50 years of age upon retirement.
4. The retiree must qualify for retiree allowance as determined by the Santa Barbara County Employee Retirement System (SBCERS).
5. At the time of retirement, retirees remain eligible for the District group medical plan and may change health plans during any open enrollment or qualifying event.
6. The retiree's spouse becomes ineligible upon divorce from the retiree.
7. If a retiree marries after his/her retirement, the new spouse is eligible for District group medical plan benefits.
8. When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner remains eligible for District group medical plan benefits; however, for employees that retire before July 1, 2021, the District will only contribute the amount necessary to cover the cost of a Medicare supplement subscriber-only plan, the retiree or eligible spouse/domestic partner is responsible for the amount of any Medicare supplement plan for one or more dependents that is over the minimum employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c); for employees who retire after July 1, 2021, the District will contribute only the minimum employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c). The retiree or eligible

spouse/domestic partner is responsible for any amount in excess of the minimum employer contribution.

9. Upon the death of the retiree, the surviving spouse and eligible dependents may continue receiving the retiree's medical health benefit; however, the District will contribute only the minimum employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c). The surviving spouse or eligible dependents are responsible for any amount in excess of the minimum employer contribution.

The District reserves the right to modify, revoke, suspend, terminate or change this benefit, in whole or in part, at any time.

### **7.07 Sick Leave**

All employees accrue sick leave at the rate of 0.0463 hour per hour worked (3.7 hours per 80 hours or 96 hours per 2080 hours). Accruals for sick leave begin on the first day of employment. An employee may use accrued sick leave on the 90th day of employment. The minimum amount of sick leave that may be used is 0.25 hours. An employee can take paid sick leave for an employee's own, or a family member, for the diagnosis, care or treatment of an existing health condition or preventative care; or for specified purposes for an employee who is a victim of domestic violence, sexual assault or stalking.

A "family member" includes the (1) children, whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

Absences of longer than four (4) days will require medical evidence of the illness and/or medical certification of fitness to return to work before sick leave will be awarded. Sick leave is accumulated from year to year with maximum accrual of 2088 hours. No payment will be made for unused accrued sick leave upon separation from service for employees with less than five years of employment with the District. Employees with five or more years of employment with the District will be paid 50% of up to 480 hours of their accrued sick leave upon separation of service if the employee is not exchanging sick leave for service credit.

### **7.08 Vacation Leave**

Full-time employees accrue vacation leave at varying rates depending upon the length of continuous District employment. The accrual for part-time employees is pro-rated based upon the number of hours worked and the length of employment. All vacation leave must be scheduled in advance with the employee's supervisor, and may be denied due to work demands. The minimum amount of vacation leave that may be used is 1 hour. A maximum of 420 hours of vacation leave may be accrued.

Employees with five or more years of continuous District service may request payment for a maximum of 60 hours of accrued vacation, as long as a 40 hour balance remains. The General Manager, to maintain budgetary control, retains discretion on when and whether a vacation conversion is awarded. Vacation conversions are limited to 60 hours per fiscal year per employee.

Upon termination of service, the employee will be paid for any unused accrued vacation hours.

Full-time employees with 0-2 years of service accrue 96 hours per year; 3-4 years of service accrue 128 hours per year; 5-9 years of service accrue 152 hours per year; 10-14 years of service accrue 176

hours per year; 15+ years of service accrue 200 hours per year. The accrual is apportioned as provided in the chart that follows.

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Hourly Accrual</u>	<u>Per Pay Period</u>
0-2 yrs	96 hrs	0.0462 hrs	3.70 hrs
3-4 yrs	128 hrs	0.0615 hrs	4.92 hrs
5-9 yrs	152 hrs	0.0731 hrs	5.85 hrs
10-14 yrs	176 hrs	0.0846 hrs	6.77 hrs
15 + yrs	200 hrs	0.0962 hrs	7.70 hrs

Employees are eligible for an increase in vacation accrual in the pay period subsequent to passing the threshold for years of service. For example, an employee is eligible for the vacation accrual rate of 4.92 hours per pay period upon surpassing three years of employment – two years and one day of employment is not a qualifying event. The General Manager shall document the vacation accrual increase in the employee's personnel file.

An additional eight hours of vacation leave will be awarded one day after the employee's hire date, and annually at the start of the calendar year, thereafter. This annual award will be guided by policy as applied to vacation leave including proration for part-time employees.

### **7.09 Vacation Leave Donation**

In the event of an extended illness or injury to an employee or an employee's family member, that employee's leave time may be exhausted. Co-employees may donate accrued vacation leave, up to a maximum of 50% of their accrued vacation leave hours, to the affected employee. All such donations are subject to approval by the General Manager, are voluntary and irrevocable. To be eligible for receipt of donated vacation leave, the affected employee must be a full-time regular employee, be absent from work due to illness or injury to self or a family member (defined under Sick Leave) for more than 20 consecutive work days, as certified in writing by a physician, and have exhausted all other earned District leave. All donated leave is taxed to the recipient and not the donor.

### **7.10 Holiday Leave**

All full-time employees are eligible for a maximum of eight hours off with pay on each of the eleven (11) holidays recognized by the District. Part-time employees are eligible for time off with pay for the same holidays, the amount paid leave time being based upon their scheduled work hours for the date upon which the holiday falls. To be awarded a paid holiday, an employee must work or be on approved leave the day before and the day after the holiday. The yearly holidays are:

- New Year's Day – January 1
- Martin Luther King Jr. Day – third Monday in January
- Presidents' Day – third Monday in February
- Memorial Day – last Monday in May
- Independence Day – July 4
- Labor Day – first Monday in September
- Veterans Day – November 11
- Thanksgiving Day – fourth Thursday in November
- Day after Thanksgiving
- Christmas Day – December 25
- Day after Christmas

If an observed District holiday falls on a Saturday, it will be taken on the preceding Friday. If an observed District holiday falls on a Sunday, it will be taken on the following Monday.

Additionally, employees receive one floating holiday which may be taken upon approval from the supervisor or General Manager.

### **7.11 Workers' Compensation**

In accordance with State law, the District provides insurance coverage for employees injured on the job. The workers' compensation benefits provided to injured employees may include medical care, tax free cash benefits to replace lost wages, and vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that employees receive any workers' compensation benefits to which they may be entitled, the injured employee will need to:

- A. Immediately report any work-related injury to their supervisor.
- B. Seek medical treatment and follow-up care if required or if Supervisor deems necessary
- C. Complete a written Employee's Claim form (DWC Form 1) and return it to a Supervisor or the General Manager.
- D. Provide the District with a certification from their health care provider regarding the need for workers' compensation disability leave, as well as their eventual ability to return to work from the leave.

No workers' compensation leave with pay will be granted until after the Vector Control Joint Powers Agency has declared the illness or injury to be compensable under the California Workers' Compensation Law and has been accepted on behalf of the District. An employee who has been employed by the District for twelve (12) consecutive months or more and who is unable to work will, at the employee's discretion, receive full wages and retain benefits for the term of the disability leave, not to exceed a cumulative total of one (1) calendar month. The monetary total paid to the employee in a given time period shall not exceed the employee's net base wage for the same time period. The net base wage is defined as the employee's gross wage exclusive of any overtime, and state disability insurance. During the time period that the employee is receiving full wages, any compensation awarded to the employee by the workers' compensation agency or agent shall become the property of the District. During a workers' compensation leave, the employee will continue to receive the same benefits, including health and dental coverage, as were provided prior to the onset of the leave. Employees with less than twelve (12) consecutive months of employment do not receive full wages during the term of the disability leave, but other benefits and conditions as described above remain in effect.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, every effort will be made to reinstate the employee to the same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. That is, if the employee on workers' compensation leave would have been laid off had he/she not been on leave, or if the employee's position would have been eliminated or filled in order to avoid reducing the District's ability to operate safely and efficiently during the leave, and no equivalent or comparable position is available, then the employee would not be entitled to reinstatement.

An employee's return depends on his/her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability the District's obligations to the employee may include reasonable accommodation as governed by the Americans with Disabilities Act, unless such accommodation poses an undue hardship to the District.

Employees who are injured in a work-related incident will be referred to the District's designated workers' compensation medical provider for medical treatment for up to 30 days unless, prior to a work-related injury, the District has received from the employee a written notice that the employee wishes to be treated by his/her own physician. Regardless, employees may seek treatment from their own physician after 30 days should they so desire.

The law requires the District to notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. In addition, that person may also be held liable for civil penalties.

### **7.12 Disability Insurance**

Employees who suffer an illness or injury that is not work related may be eligible for State Disability Insurance (SDI). These benefits are paid to the employee by the State of California and are financed from mandatory payroll deductions from employee wages. Employees must file a claim with the California Employment Development Department to receive payments.

### **7.13 Unemployment Insurance**

In the event an employee is terminated, he/she may be eligible for payments from the State of California. Employees must file a claim with the California Employment Development Department.

### **7.14 Social Security/Medicare**

District employees are covered under the provisions of the federal social security and Medicare laws. Deductions from each employee's wages are matched by the District.

### **7.15 Continuation of Medical and Dental Insurance Benefits**

Under federal (COBRA) and state (CAL-COBRA) laws, eligible employees who leave District employment may elect to continue medical and dental insurance benefits at their own cost. Details regarding these programs are contained in the District's group health plan document.

### **7.16 Modified Work Policy**

Modified job and alternative work assignments are temporary tasks allowing an employee to work while recovering from an illness or injury that prevents return to unrestricted duty in the employee's usual position. These assignments shall only be made after the employee has provided an appropriate return to work release, from his/her attending physician, that stipulates the work restrictions. If no modified job or alternative assignments are available, the employee will not be allowed to return to work and must remain on appropriate leave. The duration of the modified job or alternative work assignments shall not exceed a period of two calendar months from the date the employee returns to work in a modified work status.

### **7.17 Shoe Allowance**

Employees who are regularly assigned to work in the field will be provided with footwear appropriate for field work. Purchases or claims must be for the actual amount of the cost of the footwear not to exceed \$275.00 per fiscal year. Employees will be responsible for any amount exceeding this limit. Newly hired members shall be eligible for this allowance reimbursed via payroll at a rate of \$25 per pay period, up to the cost of the footwear or the maximum \$275, whichever is less.

## 7.18 Life Insurance

Effective Upon execution of the 2021-2024 MOU, the District agreed to purchase life insurance for each employee in the amount of \$100,000 (one hundred thousand dollars) of coverage per employee.

## **Leaves of Absence**

### **8.01 Introduction**

At some point during an employee's career with the District, a leave of absence may be necessary for personal or medical reasons. The District asks that requests for leaves be made in writing, with thirty (30) days notice if at all possible. Except as required by law, an employee on an unpaid leave of absence must pay the costs of continuing his/her medical and dental benefits. The employee will not accrue vacation or sick leave benefits while on unpaid leave unless stipulated by law or specific policy.

### **8.02 Bereavement Leave**

. Upon the death of a covered family member (as defined below), employees who have been employed with the District for at least thirty (30) days are eligible to take up to five (5) days of bereavement leave. The leave must be completed within three (3) months of the date of death and does not have to be taken on consecutive days. The employee must notify his/her supervisor as soon as practical prior to taking bereavement leave.

The District will pay up to three (3) working days for bereavement leave for each death of a covered family member. If bereavement leave exceeds three (3) working days, the employee may utilize up to three (3) days of accrued, unused sick leave. If bereavement leave exceeds six (6) working days, the employee may utilize accrued, unused Compensatory Time Off (CTO) or vacation leave.

For purposes of this policy, a "covered family member," includes an employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law, as those terms are defined in Government Code Section 12945.2.

If requested by the District, the employee shall, within thirty (30) days of the first day of the bereavement leave, provide documentation of the death of the covered family member for whom the leave is taken. Such documentation may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

The District shall maintain the confidentiality of any employee requesting leave under this policy. Any documentation provided to the District relating to (i) the death of a covered family member, or (ii) an inquiry or proceeding related to the rights provided under this policy shall be maintained as confidential and shall not be disclosed except to internal District personnel or counsel, as necessary, or as required by law.

The District shall not refuse to hire, or discharge, demote, fine, suspend, expel, or discriminate against an employee because of (i) the exercise of the employee's right to bereavement leave as provided under this policy, or (ii) an employee's giving information or testimony as to the employee's own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to the rights provided under this policy. The District shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this policy.



Bereavement leave as provided under this policy is separate and distinct from any rights provided pursuant to the California Family Rights Act under the California Fair Employment and Housing Act.

### **8.03 Jury Duty and Witness Leave**

Employees called to jury or witness duty will be awarded paid leave while attending to their responsibilities at court. The official notification form must be provided to the employee's immediate supervisor well in advance of the appearance date. Witness duty does not include time required wherein the employee is the plaintiff or defendant in the court action. Any mileage allowance or other fee paid by the court to the employee for jury services may be retained by the employee.

### **8.04 Military Leave**

All employees will be provided leave for the purpose of military obligations as dictated by the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA") and the California Military and Veterans Code.

### **8.05 Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off may be taken at the beginning or the end of the regular working shift, and shall be limited to a maximum of two (2) hours. Employees requesting time off to vote must notify the General Manager at least two days in advance that such time is needed. Upon his/her return to work, the employee must present a voter's receipt to his/her supervisor.

### **8.06 Personal Leave**

A personal leave of absence without pay may be granted at the discretion of management. Requests for personal leave must be limited to unusual circumstances requiring an absence of longer than two calendar weeks. An approved personal absence of a shorter duration is designated as a leave without pay, unless the employee elects to use accrued paid leave. The length of the leave may not exceed sixty (60) calendar days in total per calendar year. In addition, the duration of any one leave may not exceed thirty (30) calendar days. An employee in good standing returning from an authorized leave of absence will be reinstated in his/her former position if available or in a comparable or lower position if available. The employee will be paid the same wage rate as prior to commencement of the leave, unless the employee is in a lower grade position. If employed in a lower grade position, the employee will receive the maximum payment for that grade up to the wage rate received prior to the leave. The employee's employment anniversary date will be adjusted to reflect the absence from work. Should the employee not return to work at the end of the approved leave, the position will be considered to be abandoned by the employee. During a personal leave of absence, the employee does not accrue any paid leave benefits.

### **8.07 Domestic Violence, Sexual Assault or Other Serious Crimes Leave**

Employees who are victims of domestic violence are eligible for leave as provided by California law. This leave will be unpaid unless the employee elects to use accrued paid leave. An employee may request leave if involved in a judicial action such as obtaining restraining orders or appearing in court to obtain relief to ensure health, safety or welfare. Notice and certification of the need to take leave under this policy must be provided, except in an emergency. Certification may be provided by any of the following:

- A. A police report indicating that the employee was a victim of domestic violence.

- B. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- C. Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The District will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

### **8.08 Medical Leave**

A medical leave of absence may be granted for non-work-related temporary medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Employees should request any leave in writing as far in advance as possible. If the leave of absence is granted, the employee may use accrued paid leave time or sick pay. If the duration of the leave of absence exceeds the employee's accrued leave time, the employee will be placed on unpaid leave.

A medical leave begins on the first day the employee's doctor certifies that the employee is unable to work, and ends when the employee's doctor certifies that the employee is able to return to work. The employee must obtain a statement in writing from the physician noting the date the employee became disabled and the estimated date of return to work. An employee returning from a medical disability leave must also present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, the employee will be offered the same position held at the time leave began, if available. If the former position is not available, a comparable position will be offered if available. If neither position is available, a lower grade position will be offered if available. The District makes no guarantees of reinstatement.

### **8.09 California Family Temporary Disability Insurance Benefits**

California law allows eligible employees to apply for Family Temporary Disability Insurance ("FTDI") benefits in the event they cannot work due to a need to care for a qualified family member, including bonding with a newly born or adopted child. These benefits are not available for absences due to the employee's own illness or injury. An employee must request permission in writing to take time off from work. Advance notice of thirty (30) days is required when the need for time off is foreseeable. If the need is immediate, the employee must contact his/her supervisor in a reasonable time thereafter, not to exceed two (2) working days. The employee must first apply and qualify for a District-approved personal leave of absence in order to be able to claim the benefits.

Benefits are available for up to 6 weeks and are paid for through employee payroll deductions, similar to SDI benefits. Benefits run concurrently with all family leave granted under the District's family leave policies and practices.

An employee must apply to the State of California Employment Development Department ("EDD") when seeking benefits, once permission for such leave has been granted by the District. All benefits are paid directly by EDD. The employee must use accrued paid leave benefits (up to two weeks) before being eligible to receive FTDI benefits. The employee may use accrued paid leave benefits for any time off in excess of two weeks, subject to EDD stipulations, but this will disqualify them for the state benefit. An employee utilizing FTDI leave is not guaranteed position protection or reinstatement at the end of the leave. The employee will be offered the same position held at the time leave began, if available. If the former position is not available, a comparable position will be offered if available. If neither position is available, a lower grade position will be offered if such is available.

Further information on these benefits can be obtained by contacting the California Employment Development Department or the General Manager at the district. Information about paid family leave benefits can also be found at the EDD website ([www.edd.ca.gov](http://www.edd.ca.gov)).

## **8.10 Federal Family and Medical Leave Act and California Family Right Act**

### Employee Eligibility

- 12 months of service and 1250 hours of service during past 12 months.
- Satisfying advance notification rules.
- Satisfying medical certification rules regarding health condition of employee, child, spouse, parent.

### Reasons for Leave Request

- Care of a newborn child.
- Placement of a child with an employee for adoption or foster care.
- Care of child, spouse or parent with a serious health condition.
- Serious health condition of employee that prevents him/her from performing position functions.

### Length of Leave

- 12 workweeks during any 12-month period.
- Leaves may be taken intermittently.
- Pregnancy related leave is not considered as part of the 12 workweeks.

### Use of Paid Leave Benefits

- Employee may elect to use accrued vacation, sick leave or other paid time off.
- All or part of the leave may be unpaid.

### Insurance Benefits

- Coverage must be maintained by employer in the same manner as before the leave was taken.

### Notification Rules

- If leave is foreseeable, employee must provide 30 days notice.
- If not foreseeable, employee must give as much notice as possible.

### Medical Certifications

- Employer may require medical certification to support a leave request.
- Employer may request and pay for a second opinion in certain cases.

### Employment Protections

- Reinstatement is required to the same position or a comparable one, with all previous benefits.
- Benefits accrued prior to leave are not lost.
- Additional benefits do not accrue during leave

### Prohibitions

- Employer may not interfere with, restrain or deny any right under the law.
- Employer may not discharge or otherwise discriminate against any employee for opposing an unlawful practice, filing a charge or testifying in connection with an inquiry.

## Records

- Employer must maintain records pertaining to compliance and leave requests.
- D.O.L. may inspect records.

## Enforcement

- Federal Department of Labor
- California Department of Fair Employment and Housing.

## Preemption

- Federal law does not supersede any state or local law that provides greater family or medical leave rights.
- Federal law does not diminish obligations that exist in any collective bargaining agreement or employee benefit program. However, agreements and benefit programs cannot diminish the rights established by law.

### **8.11 Pregnancy Disability Leave**

If an employee is disabled by pregnancy, childbirth or related medical conditions, she is entitled to take an unpaid pregnancy disability leave for the period(s) of actual disability. An employee may utilize accrued sick and vacation leave during this time. Once all accrued sick and vacation leave have been expended the employee may have leave time donated by other District employees per *Section 7.09 – Vacation Leave Donation*. If the employee has exhausted all options for paid leave the remaining employee's leave time will then be designated as leave without pay. The District will continue to pay its share of the premium cost of health care benefits for the first thirty (30) days of the unpaid portion of the leave. If the employee continues their unpaid leave status beyond this thirty (30) day period the employee may elect to continue their health care coverage via COBRA. Except when business circumstances require (and the law authorizes) a different result, employees who take pregnancy disability leaves and comply with the provisions of this policy will be guaranteed reemployment upon expiration of their approved leave. Employees returning from pregnancy disability leave will be reinstated to their original position or to a position which is comparable in terms of pay, benefits, working conditions and perquisites, and involves substantially similar duties and responsibilities requiring substantially equivalent skill, effort and authority, which can be performed at the same or a geographically proximate location. Employees will retain their employment status during pregnancy disability leave, and such an absence will not be considered a break in service, for purposes of determining seniority, or under an employee benefit plan. Upon returning from leave, an employee will be credited with all seniority and service accrued before her leave commenced.

Pregnancy disability leave may be taken intermittently or on a reduced schedule basis when deemed to be medically advisable by your health care provider, and the District reserves the right, in such instances, to transfer you temporarily to an alternative position that will provide you with equivalent pay and benefits and will better accommodate your recurring periods of leave or reduced-work schedule. Transfer to an alternative position may include altering an existing position to accommodate your need for intermittent leave or a reduced work schedule.

In lieu of a leave of absence an employee disabled due to pregnancy, childbirth or related medical conditions may, when medically necessary, request a transfer to a less strenuous or hazardous position if any such position exists. If such a transfer can be reasonably accommodated, the employee disabled due to pregnancy, childbirth or related medical conditions will be transferred for the duration of her pregnancy, or for such period of time as her healthcare provider recommends, provided that she submits a written request for such transfer and, in addition, furnishes a doctor's written certification

attesting that the transfer request is upon the doctor's advice. The District will not, however, undertake to create additional employment/positions it would not otherwise have created to meet its own business needs, nor will the District be required to discharge any employee, transfer any employee with more seniority than the disabled employee, or promote any employee who is not qualified to perform a job. Upon such a transfer, the disabled employee will receive the salary and benefits that are regularly provided to employees in the position to which the employee has been transferred. Due to the small size of the District, transfer accommodations will not be possible in all cases.

The District will also consider requests for reasonable accommodations other than leaves or transfers for conditions related to pregnancy, childbirth, related medical conditions or other disabilities. Such requests for other reasonable accommodations should be accompanied by a certificate from a healthcare provider verifying that the request for accommodation is being made with the advice of such healthcare provider.

If possible, the employee must provide at least 30 days advance notice of the need for leave. If the need is foreseeable, the District requires notification, at least verbally, as soon as the employee learns of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral or the requested leave until the employee complies with this notice policy.

The District may require certification from the employee's healthcare provider before allowing a leave for pregnancy disability.

If you want more information regarding your eligibility for a pregnancy disability leave and/or the impact of the leave on your status and benefits, please contact the General Manager.

### **8.12 Emergency Duty Leave**

An employee will not be disciplined for taking time off to perform emergency duty as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Such an employee is also eligible for unpaid leave for required training. When taking time off for emergency duty, the employee will advise his/her supervisor before doing so whenever possible.

### **8.13 School Activity Leave**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school under Section 48900.1 of the Education Code, the employee should alert his/her supervisor as soon as possible before leaving work. Accrued paid leave may be used for the needed time off. If accrued paid leave is not available, the time off from work will be assessed as unpaid leave. No disciplinary action will be taken against an employee who takes time off for this purpose.

### **8.14 Natural Disaster Leave**

In the event of a natural disaster that necessitates the closing of the District facility each employee must make a reasonable effort to contact the General Manager to determine work status. If no work can be performed, all probationary and regular employees, may at the General Manager's discretion, be paid regular pay or may require the employee to utilize accrued sick leave, vacation leave, and compensatory time off until such time as work can resume. An employee who is unable to report to work due to a natural disaster may be required to supply reasonable proof of the inability to appear. At the General Manager's discretion, if accrued paid leave is not available, the employee will be placed on Leave Without Pay.

### **8.15 Leave Without Pay**

In the event of an absence wherein the employee does not have available accrued paid leave, the time off will be deemed as Leave Without Pay ("LWOP"). No benefits will accrue during LWOP. As in

*Section 8.11 – Pregnancy Disability Leave* the District will continue to pay its share of the premium health care benefits for the first thirty (30) days of the unpaid portion of the leave. If the employee continues their unpaid leave status beyond this thirty (30) day period the employee may elect to continue their health care coverage via COBRA. All requests for LWOP must be authorized by the General Manager.

### **8.16 Military Spouse Leave**

Employees who work at least an average of 20 hours per week and whose spouse is a member of the United States Armed Forces, National Guard, or Army Reserves on active duty in an area of military conflict, is eligible to take up to 10 days off from work, on an unpaid basis, during a period when his or her spouse is on leave from deployment during a period of military conflict. Employees on military spouse leave are not required to use all accrued paid vacation leave. Employees should request military spouse leave as soon as possible when they become aware that they will be taking such time off from work.

## **Standards of Conduct**

### **9.01 Introduction**

Employees of the District are expected to meet acceptable standards of conduct and performance. These standards are intended not only to promote productivity and efficiency, but also to aid in ensuring that all employees enjoy a pleasant and cooperative work environment.

### **9.02 Public Relations**

District employees are expected to be polite, courteous, prompt, and attentive to members of the public. If an employee encounters an uncomfortable situation that he/she does not feel capable of handling, a supervisor should be called immediately. Our mission is about public service and all of us must remember that the public benefits always come first.

### **9.03 Contact with News Media**

Employees may be approached for interviews or comments by the news media. Employees should not respond directly to media but should instead refer all questions and inquiries to the Operations Manager or General Manager.

### **9.04 Personal Standards and Dress Code**

Each employee is a representative of the District in the eyes of the public and as such must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire. The general guidelines for personal standards and clothing are:

- A. Clothing must be clean and reflect a high standard of personal hygiene, and must not cause a disruption in the workplace.
- B. Clothing must not allude to any obscenities, violence, sex, advertise any agency, service, or product, alcohol, marijuana, tobacco, or illegal substances, or contain or communicate any statement or picture that is not consistent with the nature of the work performed.
- C. Sleeveless shirts, athletic togs, flip-flops and/or casual sandals cannot be worn on District time.
- D. Employees may not wear clothing that exposes the midriff, pants that are excessively baggy or hanging below the waist, any excessively short, tight, or revealing clothing or visible undergarments.

- E. Hair length and facial hair shall not interfere with the performance of employment functions.
- F. Visible facial jewelry (other than earrings) may be required to be removed, and tattoos may be required to be covered.
- G. Uniforms shall be clean, free from frays or tears, and clearly display the District name and logo.
- H. Shirts will be tucked into pants.
- I. Employees who are required to wear uniforms as a function of their jobs will wear their uniform while performing their jobs.

### **9.05 Work Rules**

It is impossible to identify every specific activity that could be considered to be inappropriate. However, the following is a partial list of the types of conduct that can result in disciplinary action, up to and including immediate dismissal.

- A. Obtaining employment based upon false information, material omissions, or falsifying any other document/record including but not limited to time records.
- B. Destruction or damage to District property or the property of another.
- C. Theft or inappropriate possession of District property or the property of another.
- D. Transportation or possession of firearms, weapons or any other hazardous device on District property or while on work duty for the District, without proper authorization.
- E. Possession, distribution, use or sale of alcohol, marijuana, or any unlawful substance while on the District premises or on District work duty.
- F. Reporting to work or operating District equipment under the influence of alcohol, marijuana, or any drug that impairs judgment and motor skills or is otherwise debilitating.
- G. Absence from work for three or more days without proper authorization.
- H. Unsatisfactory work performance.
- I. Failure or refusal to work cooperatively with others.
- J. Fighting or provoking a fight while on District work time or property.
- K. Insubordination, including improper conduct toward your supervisor or refusal to comply with instructions given by your supervisor or any other superior.
- L. Any activity that endangers one's self, others, District property or disrupts work.
- M. Smoking in other than assigned areas.
- N. Harassing, threatening or intimidating any employee or other person while on District work time or on District property.
- O. Any other violation of the District's policies against unlawful harassment, unlawful discrimination, and zero tolerance of violence or threats of violence and intimidation.
- P. Unexcused and/or repeated absenteeism or tardiness.
- Q. Working unauthorized overtime.
- R. Violation of any District policy or procedure.
- S. Inappropriate use of District equipment and/or facilities.

### **9.06 Communications**

Employees may be provided with communications devices such as personal wireless (cellular) telephones and computers having Internet access. These devices are to be used for District required activities only. In no circumstances will these devices be used to view, record or transmit inappropriate or offensive materials of any kind. The District's policies against unlawful harassment, unlawful discrimination, and zero tolerance of violence or threats of violence apply to use of these devices. Further, these devices and their files are District property and are subject to inspection for any content at any time by management.

### **9.07 Prohibition Against Use of Cell Phone/Texting Devices While Driving**

Any employee whose duties include driving has a significant responsibility to the District and to the general public to operate any motor vehicle in a safe and appropriate manner. The District, in turn, has responsibilities to co-workers, the general public, and its insurance carrier with respect to employees whose responsibilities include driving.

To fulfill these responsibilities, and in accordance with California law, the District prohibits employees from using hand-held cellular phones, laptop computers or texting devices while driving any District-owned vehicle for any reason. Employees may use "hands-free" cellular phones, laptops or texting devices *for business reasons* while in a District-owned vehicle, or in their own vehicle on District business or District time. Personal calls/texts while on District time must be kept to an absolute minimum.

Employees who fail to comply with this policy will be subject to disciplinary action, up to and including termination of employment. Employees must always operate motor vehicles in a safe and reasonable manner that abides by all traffic and safety laws.

### **9.08 Lockers, Desks, Vehicles and Other Equipment**

Any and all equipment provided for employee use remains the property of the District and is therefore subject to inspection at any time.

### **9.09 Conflicts of Interest**

It is imperative that employees avoid situations in which actual or potential conflicts of interest may exist. This avoidance includes personal and/or business relationships with vendors, businesses, individuals or District employees. Should questions arise, employees must discuss the situation with the General Manager.

Relatives of employees and persons with whom employees reside will not be eligible for employment where potential problems involving supervision, safety or morale may occur. Should two employees become related or elect to reside together, and the potential for a work conflict exists; only one of the employees may retain District employment. The decision regarding who will remain in District employ must be submitted to the General Manager within three (3) months of the date the employee relationship commences.

### **9.10 Progressive Discipline**

Discipline may be initiated for various reasons including, but not limited to, violations of the work rules, insubordination, and/or unacceptable work performance. The severity of the disciplinary action applied will depend upon the severity and/or frequency of the offense. Failure to correct performance or repeated violations of work rules after notification of the employee may increase the severity of discipline. Disciplinary action may range from verbal counseling to immediate dismissal. All procedures will follow the stipulations of law.

Disciplinary actions are listed below, in order of severity, least to most severe:

1. Verbal counseling.
2. Written warning defining the problem and acceptable solutions.
3. Suspension without pay.
4. Reduction in pay or demotion.
5. Discharge from employment, including both pre- and post-termination procedures.

Regular employees have the right to respond either orally or in writing to the General Manager, and have the response considered prior to any suspension, demotion or termination being imposed (see



Section 9.12). Any regular employee has the right of appeal to the Board of Trustees from a disciplinary action imposed by the General Manager. Such an appeal must be addressed in writing to the Board of Trustees and filed with the District office within ten (10) working days from the date of the imposition of the disciplinary action. The Board will conduct a hearing on an appeal within twenty (20) working days after receipt thereof. The Board may continue the hearing either for the convenience of the Board or upon written application of the appellant for a period not to exceed an additional twenty (20) working days from the receipt of the appeal. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the appellant. Such hearings shall be conducted in accordance with the appropriate provisions of the Government Code, and the parties may submit all proper and pertinent evidence against or in support of the causes. The hearing shall be closed except to necessary parties unless the employee requests, in writing, that the hearing be open to the general public. The Board may elect to contract with an independent hearing officer to conduct the hearing. Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Board shall be final. The Board may affirm, modify, or revoke the Order of Disciplinary Action. The decision of the Board shall be final for all purposes.

### **9.11 Grievance Procedure**

Employees having questions or problems regarding any topic are to first contact their immediate supervisor for assistance. If the questions or problems remain unresolved the employee may then contact the General Manager (or his/her designated representative) to discuss the matter(s). The General Manager will investigate the employee's concerns and provide the employee with a response within ten (10) working days. Should the response be unacceptable to the employee, he or she may then contact the President of the Board of Trustees to request a meeting with the Board of Trustees to pursue the question or problem. The request must be submitted in writing with any supporting documentation within ten (10) working days of the date the response was rendered by the District management. The decision reached by the Board will be conveyed in writing to the employee and all other involved parties within (10) working days. The decision reached by the Board will be final and binding to all parties. This grievance procedure does not apply to appeals from disciplinary actions. Such appeals are addressed in the section entitled Progressive Discipline.

### **9.12 Due Process (Skelly) Procedures**

It is the policy of the District to establish conformity in procedures relating to employee discipline. A well-defined disciplinary process will enhance employer/employee relations.

The General Manager shall be contacted whenever a supervisor has reason to believe that an employee has violated a District policy or workplace rule. The determination of corrective action, if any, will be made after an investigation by management of the alleged violation.

If a determination is made that corrective action is necessary, management will prepare the necessary correspondence. If a suspension without pay, salary reduction or demotion is recommended, the General Manager shall have final approval.

A Due Process (Skelly) hearing will generally precede disciplinary action involving a loss or reduction in pay in cases where the loss or reduction in pay is in excess of five days. However, suspensions of five days or fewer may be immediately implemented, provided that the Skelly procedure is promptly followed. Under certain conditions more severe disciplinary action may immediately occur.

The California Supreme Court's Skelly v. State Personnel Board decision provides a public employee with certain procedural protections before discipline (a suspension of more than five working days)

may be imposed. The Skelly procedure requires an administrative hearing whereby the employee or his/her representative may respond to the charges with facts and/or other information which may not have been known or considered. The Skelly procedure does not apply to at-will employees who serve at the pleasure of the appointing agency, to probationary employees, or to temporary employees unless so stipulated by District policy. The District names the General Manager as Skelly officer.

#### *The Procedure.*

The requirements of the Skelly procedure are as follows:

1. The employee must receive advance notice of the maximum punitive action imposed.
2. The notice must state the reasons for the proposed action.
3. The notice must contain the charges upon which the proposed action is based.
4. The employee must be allowed access to the materials upon which the action is based.
5. The employee must be afforded the right, either orally or in writing or both, to respond to the proposed charges.

#### *The Notice.*

The notice requirements of the Skelly procedure are as follows:

1. The notice shall be in writing.
2. The notice will set a date, time and place for the employee to respond to the charges if he/she elects to do so. In order to allow the employee time to seek advice and to prepare any oral or written response he/she may wish to make, the date set for his/her response will be no less than five working days from the date the letter is sent. The letter will contain a request that the employee give notice if he/she elects to waive his/her right to respond orally.
3. The letter must contain the maximum penalty which may be imposed.
4. The reasons for the proposed action must be stated in detail. The part of the notice describing the misconduct with which the employee is charged must be factual so that any person reading the content will be able to determine the exact misconduct charged. The factual allegations of misconduct must specifically cite violations of the District's policies and/or procedures.
5. The notice must advise the employee of his/her right to respond to the charges, either orally or in writing or both.
6. The notice must advise the employee of his/her right to representation if he/she elects to respond.
7. The notice will advise the employee that discipline may be imposed whether or not he/she responds to the charges.
8. Copies of the notice shall be given to the employee's supervisor and the employee's union representative or bargaining group, if any.

#### *The Hearing.*

The Skelly hearing, if the employee elects to have such, will be conducted as follows:

1. The General Manager will chair the hearing.
2. The hearing will be held privately with the employee and his/her representative, if any, and the employee's supervisor.
3. Minutes of the hearing will be recorded by the General Manager.
4. The General Manager will establish that the employee has received the notice and understands the charges set forth therein.
5. The General Manager will make available any documents which were considered in determining the proposed charges and disciplinary action.

6. The employee or his/her representative will be given the opportunity to respond to the proposed charges.
7. The employee or his/her representative will be given the opportunity to make final comments regarding the proposed action.
8. The General Manager shall close the hearing by indicating that he/she will consider all statements and/or documents which may have been presented prior to determining the final action.

Subsequent to the hearing, the General Manager will determine whether the charges have been established and the severity of the disciplinary action.

*The Action Letter.*

After reaching a decision, the General Manager will promptly prepare a letter containing the following items:

1. A statement of the charges and all facts related thereto, including the statements of the employee and/or the employee's representative.
2. The specific provision(s) of the District's policies or procedures that were violated.
3. The discipline that will be imposed, which cannot exceed the maximum state in the notice given to the employee.
4. A statement that the employee may appeal the action consistent with the provisions of District policy or Memorandum of Understanding, as applicable.
5. Copies of the action letter will be given to the employee's supervisor and the employee's union representative or bargaining group if any.

### **9.13 District Vehicle Use Policy**

The Mosquito and Vector Management District of Santa Barbara County in an effort to operate its vehicles safely for the protection of its employees, representatives, and constituents, has adopted the following vehicle use policy. The policy reflects currently accepted best practices for the selection and management of drivers operating any vehicle on behalf of the District. These best practices have been proven effective in controlling misuse of vehicles and poor driving practices which lead to collisions. This policy applies to all employees and representatives of the District who may operate any District vehicle or their own personal vehicle on behalf of the District, including leased or rented vehicles.

Procedure:

#### **I. CONDITION OF EMPLOYMENT**

A driving record which meets the District's standards is a condition of employment for employees who may drive a vehicle, whether the District's or their own, on behalf of the District. Maintenance of this driving record is a consideration for continued employment for those employees who are required to drive as part of their regularly assigned duties as District employees.

Drivers of vehicles on District business shall be required to meet the following criteria:

##### **A. Driver License Requirements**

1. Authorized drivers must have a valid license for the class of vehicle being operated.
2. A valid license must be in the authorized driver's immediate possession at all times when operating a District-owned vehicle. If an employee does not have a valid license, he or she will not drive a District-owned vehicle. If the license is revoked or suspended for any reason, the employee must immediately notify his/her supervisor.

## B. Motor Vehicle Reports

The DMV's Government Employee Pull Notice Program is a critical component of this policy. Every authorized driver must be enrolled in the Government Employer Pull Program and provide authorization for the District to review and address reports of MVR activity that are sent to the District.

1. All new hires must bring a copy of their Motor Vehicle Report ("MVR") from the Department of Motor Vehicles ("DMV") printed within the last 30 days. An acceptable current MVR is a condition of employment and will remain a condition of continued employment. **Employees should not be allowed to drive until the MVR is received, reviewed, and deemed acceptable per the standards of this policy.**

All traffic violations which occur during non-business (personal use) hours may affect driving privileges and are subject to review.

## C. Other Requirements

1. Authorized Drivers must be capable of demonstrating familiarity with the type of vehicles assigned.
2. Authorized Drivers must be capable of passing physical examinations administered by a licensed physician when a question of fitness to drive arises or when such examination is required by regulation.
3. An Authorized Driver may have his or her employment terminated or be reassigned to a non-driving position at the discretion of the District in the event that his or her license is revoked or suspended by a court of law or by an enforcement agency, or if it is determined that the employee does not meet the minimum driving standards of the District.

## II. EXCLUDED EMPLOYEES

- A. Any employee who is deemed uninsurable by the District's automobile insurance provider will be considered an excluded employee.
- B. Any or all of the following violations, as defined in Appendix A, showing on the employee's driving record may be cause for revoking an employee's authorization to drive on behalf of the District and they will be considered an excluded employee:
  1. Three or more moving violations within the past three years (an accident will be considered a moving violation);
  2. Two or more "at-fault" accidents within the past three years; or
  3. One major violation within the past three years.
- C. No District employee will be allowed to drive a District vehicle or use their personal vehicle for District business if they have an unacceptable MVR as defined in section B above. The employee will be placed on non-driving status and will be notified in writing.

## III. VEHICLE USE

### A. District Vehicles

1. District vehicles are provided to support official District business and are to be used only by Authorized Drivers. District vehicles will not be used by employees for personal reasons. Employees who use assigned vehicles on a 24-hour basis will drive such vehicles directly home after work and leave them parked until needed for District business.
2. Vehicles are not to be considered part of an employee's compensation and must not be used as an inducement for employment. In all cases, the vehicles are to be operated in strict

compliance with California motor vehicle laws and with the utmost regard for their care and cost-efficient use.

3. Authorized Drivers will not transport persons other than on-duty District employees in a District-owned vehicle, unless the persons are being transported in connection with official District business, or as authorized by a supervisor.
4. Except in the case of an emergency, a driver will not allow a vehicle to which he or she has been assigned to be driven by any person that is not authorized to drive the District-owned vehicle.

#### B. Personal Vehicles

Authorized Drivers who use their personal vehicle for District business must:

1. Provide a Certificate of Insurance to the District with minimum limits of \$100,000/\$300,000/\$50,000 for bodily injury per person, bodily injury per accident and property damage respectively (**Proof of current coverage and limits must be kept on file at the District**);
2. Ensure their vehicle is currently registered with the Department of Motor Vehicles; and
3. Operate the vehicle in accordance with California traffic safety laws including use of seatbelts.

Any employee whose personal vehicle is damaged in a collision while the employee is performing duties within the course and scope of District business shall be reimbursed for the cost of a deductible up to \$1,000 provided:

1. The employee was not in violation of any state statute.
2. The driver of the other vehicle is responsible for the accident as verified by a police report.
3. The amount to be reimbursed by the District is not recoverable by any insurance policy available to the employee.
4. The employee must provide verification of the cost of the damage to the District.

#### IV. ACCIDENT REPORTING PROCEDURES

When a District-owned vehicle or an employee-owned vehicle being operated on behalf of the District is involved in an accident, the following procedures will be followed:

- A. Always ensure that you are safe and uninjured before attempting to exit vehicle or move your body.
- B. Quickly jot down the other vehicles license plate number(s) if appropriate, in case they attempt to flee.
- C. If other vehicles were involved and/or the District vehicle has extensive damage, call 911 and notify the CHP that you were involved in an accident while driving a Government vehicle, and that your insurance carrier requires a police report. If damage to District vehicle is minor (i.e. broken tail light) AND no other vehicles were involved go to step D and ask for instruction on how to proceed.
- D. Notify the District of the accident.
- E. If safe and uninjured, exit the vehicle and take pictures of the damage to all vehicles and/or property, the scene, the roadway, and/or anything that would be pertinent to an accident investigation. Use the list on the back of the information exchange form as a guide. Use the disposable camera in the glove compartment or your cell phone camera.

- F. Retrieve the VCJPA Vehicle Accident Report Form from the glove compartment and complete this form at the scene. Ensure that you document the police officer's name, badge number and reporting agency.
- G. If vehicle is drivable, return to the District.
- H. Submit all report forms to our supervisor and verbally report the incident.
- I. Do not drive a damaged vehicle for your regular work tasks. If additional vector control work is necessary, then use a different District vehicle in order to complete the tasks.
- J. If a disposable camera was utilized to document damage, process the camera's film at the earliest opportunity.
- K. If damage appears to be greater than \$500, get three repair quotes as soon as possible; otherwise request instruction from General Manager on the appropriate course of action.
- L. Pick up the police report when available and return to supervisor.

#### V. DRIVER RESPONSIBILITIES

If assigned a District vehicle, the employee assumes responsibility for operating the vehicle in a safe and responsible manner. Therefore, driver responsibilities include, but are not limited to the following:

- A. Vehicles owned or maintained for use and service by the District will be used for District business. Exceptions to this rule must have General Manager approval.
- B. Employees on District business will observe all traffic rules and regulations, **including the use of seat belts**. The driver will be responsible for any fines or penalties incurred, including parking violations.
- C. Operating the vehicle in a manner consistent with reasonable practices that avoid abuse, theft, neglect, or disrespect of the equipment.
- D. Practicing safe driving techniques and adhering to current safety requirements.
- E. Restricting the use of vehicles to authorized drivers only.
- F. Reporting all moving violations to a supervisor or manager before the end of shift, but, in no case longer than twenty-four (24) hours. Drivers are responsible for the cleanliness of vehicles both inside and out.
- G. Regularly check assigned vehicles for necessary routine maintenance and schedule or perform such services as needed.

Failure to comply with any of these responsibilities could result in disciplinary action up to and including termination.

#### VI DEFINITIONS

- A. At-Fault Accidents: An accident arising out of the use of a motor vehicle due to the negligence or willful misconduct of the operator, or any other accident where reasonable assurance of non-fault cannot be furnished.
- B. Authorized Driver: Authorized drivers are those employees that have been identified, by verification of their driving record through the Department of Motor Vehicles, as 1) having an acceptable driving record in accordance with those standards set forth in this policy; 2) having

received approval to drive District vehicles from the driver's manager or supervisor, and 3) meeting any other requirements as set forth by the District.

- C. Conviction: A conviction includes (1) a finding of guilty by a court or other tribunal as to any charged vehicular offense, (2) a plea of guilty or no contest (nolo contendere) to such an offense, or (3) a bail forfeiture without entry of a formal plea.
- D. Major Violations: Major violations shall include, but are not limited to the following:
1. Driving under the influence of alcohol, marijuana, or drugs. This would include prescription drugs that have the warning that operating machinery or a motor vehicle while using this drug is not safe.
  2. Failure to report an accident.
  3. Making a false accident report.
  4. Vehicular homicide or manslaughter.
  5. Attempting to elude a police officer.
  6. Driving while license is suspended or revoked.
  7. Reckless driving, racing or speed contest.
  8. Speeding at 25 mph or more over the posted speed limit.
  9. Hit and Run.
- E. Minor Violations: Minor violations shall include any moving traffic violation other than a major violation. Examples include, but are not limited to the following:
1. Speeding (less than 25 mph over the posted speed limit).
  2. Running a stop sign or red light.
  3. Improper turn.
  4. Passing across a double yellow line.
  5. Failure to yield.
  6. Following too closely.
- F. Motor Vehicle Report (MVR): A report by the State of California Department of Motor Vehicles. It details the driving record by individual name and driver license number for each request submitted, and indicates the status of the applicable driver's license.
- G. Violation: An act involving the unsafe operation of a motor vehicle. Types of violation include:
- Civil – A written allegation by a law enforcement officer claiming a person violated a law such as a traffic ticket.
  - Infraction – A violation punishable by a fine or other penalty, but not by incarceration.
  - Misdemeanor – A violation punishable by imprisonment in a county jail, by fine, or by both.
  - Felony – A crime which is punishable with death or by imprisonment in the state prison. Under certain conditions a felony crime can be treated as a misdemeanor.

#### **9.14 District Credit Card Usage and Reimbursement Policies**

The District utilizes credit cards for the purchase of supplies, equipment, repairs, travel expenses and fuel. This policy establishes procedures for the use and reporting of use of district credit cards and is to be utilized in conjunction with the District travel policy.

CalCard: The State of California offers state and local government agencies a Master Service Agreement, providing VISA purchase card services. The Cardholder is responsible for reconciling and

approving the monthly Statement of Account and forwarding through the normal accounting procedures with the authorized purchase receipts. **CalCard is prohibited for ANY personal use.**

For certain purchases, use of a credit card is expedient and frequently necessary (e.g. gas). The General Manager has the authority to assign CalCards to individual staff members and to establish the purchase limits for those cards. At the discretion of the General Manager, purchase limits may change depending on job requirements and circumstances. The General Manager is the CalCard Program Administrator. **Use of the CalCard is limited to purchases specifically related to District business** and are pre-approved for a specific "not to exceed" amount agreed to for the purchase or for authorized travel and meeting purposes.

### **Ethics in Purchasing:**

It shall be unethical for any District employee involved in making procurement decisions to have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. It shall be unethical for any person to offer, give, or agree to give any MVMD employee, or for any MVMD employee to solicit, demand, accept or agree to accept from any vendor or business, a gift or gratuity in any amount in connection with any decision, approval, disapproval, or recommendation concerning a solicitation.

Inexpensive advertising items, bearing the name of a vendor such as pens, pencils, paper weights, hats, cups, candy, calendars, etc., are not considered articles of value or gifts in relation to this policy.

Failure to comply with these ethics provisions will result in disciplinary action.

### **Procedure**

#### **Purchases:**

1. All charges made on a District issued credit card may only be made by the employee named on the face of the card.
2. All charges made on a District issued credit card must be accompanied by an original itemized receipt with description of business purpose for the expense(s).
3. Tips for meals while on legitimate District business shall be limited to an average of 15% - 20%.
4. Prior authorization for business travel expenses will be obtained from the Board of Trustees in the form of a Not to Exceed (NTE) amount for the travel in question.
5. Prior authorization from the General Manager, President of the Board or designee must be obtained if a car rental is necessary for business purposes.
6. Meals incurred on travel within the District boundaries are the responsibility of the individual and therefore may not be purchased with the District credit card.
7. Meals may not be purchased with the District credit card during travel within the defined immediate southern California area unless the employee is required to travel more than 150 miles and to begin their work day more than 1 hour earlier than their regularly scheduled daily report time or end their work day more than 1 hour after their regular scheduled daily quitting time.
8. No alcoholic beverages or marijuana may be purchased with the District credit card.

#### **Reconciliation:**

1. All charges on an individual credit card statement must have attached back-up documentation that justifies the business expense. Staff will complete the credit card expenditure reconciliation form to document the name of the employee, date, vendor, list of items purchased, and justification for the purchase and total amount of purchase. Reconciliation of credit card statements will occur



monthly so that possible fraudulent transactions can be identified quickly and resolved in a timely manner.

2. If charges on a credit card are due to business travel that has been pre-authorized by the Board of Trustees; the employee shall complete the travel documentation form detailing purpose of the trip, itinerary, itemized expenses, mode of travel and total miles driven if a District vehicle is utilized.
3. Itemized receipts and the credit card expenditure reconciliation form will be matched to the corresponding monthly credit card statement and submitted to the General Manager for review. For the General Manager's credit card; monthly statements and supporting documentation will be reviewed by the President of the Board or his/her designee.
4. If an original itemized receipt is lost, then a signed statement will be provided by the employee on the lost/missing credit card receipt form, which will detail when and where the purchase was made, the amount of purchase and the business purpose of the purchase. This signed statement will be submitted with the remaining itemized receipts and monthly credit card statement. Recurring loss of receipts represents irresponsible use of the card and, at the manager's discretion, may result in suspension of credit card privileges after three occurrences over a one year period.
5. Master summary of all District credit card purchases will be included in the Board packet monthly (with appropriate confidential information blacked out) for Trustee review and comment.
6. If a District credit card is utilized for a car rental, the business purpose for this rental will be documented on the itemized receipt.

**Loss of Credit Cards and Misuse:**

1. Credit card loss or theft shall be immediately reported to the General Manager. "Immediately" shall be defined as first knowledge of loss or theft.
2. The General Manager shall immediately cancel the credit card and have the credit card replaced.
3. Unexplained charges shall be investigated by first questioning the employee to whom the credit card was issued on the day of the charge discovery. In the event the employee has no knowledge of the purchase in question, information will be obtained from the vendor to determine who made the unauthorized purchase.
4. If an employee makes an unauthorized charge, the employee will be requested to reimburse the District for the unauthorized charge(s) and will be subject to disciplinary action.

**9.15 Travel and Travel Expense Reimbursement Policy**

**Section 1.** The District's travel policy shall be as follows:

- A. **Management Control of Employee Travel Mode:** The manager shall direct the mode of travel by District employees and is hereby directed to require the most economical means of transportation consistent with the purpose of travel and needs of the District.
- B. **Forms:** All expense reimbursements shall be processed on District forms and have appropriate receipts.
- C. **Travel for One Day Within Immediate Southern California Area:** Travel to meetings, conferences and seminars by employees with consent of the General Manager and/or Board of Trustees is hereby authorized, provided such travel is necessary to conduct District business and funds are available in the budget for the fiscal year in which travel is taken. The District will pay employees for the working hours spent at such meetings, conference or seminars, as well as the time spent travelling to and from such meetings, conferences or seminars. Such

working hours includes all time spent in work-related official meetings, conferences or seminars, as well as all time spent in official networking events tied to such work-related meetings, conferences or seminars. To the extent that these working hours exceed eight hours in a day or forty hours in a week, they shall be treated as overtime or CTO within the meaning of Sections 6.09 and 6.10 of this Agreement.

The term **Immediate Southern California Area** shall mean the counties of Orange, Los Angeles, Riverside, San Bernardino, San Luis Obispo, Ventura, and Santa Barbara.

<u>Allowable Expenses</u>	<u>Reimbursement Limitation and Conditions Applicable</u>
District Vehicle	When a District vehicle is used, reimbursement shall be provided for purchase of gasoline, oil and emergency repairs when receipts are submitted with the expense report and District credit card is not assigned.
Public Transportation	Actual Cost
Private Auto Mileage	<b>Immediate Southern California Area:</b> Employees are generally required to travel in District vehicles. The General Manager's approval must be obtained if private auto is used for travel. When private auto is approved, mileage shall be paid based on the United States IRS prevailing rate.
Car Rental	Actual Cost. It may be necessary for an employee to rent an automobile at his/her destination point because commercial sources of transportation are impractical. Group or government rates shall be sought. <b>Manager approval should be obtained by staff prior to departure to arrange for an auto rental.</b> If the need for a rental car is not determined until the individual arrives at his/her destination, then he/she should indicate the justification for such expense on his/her Expense Report.
Parking and Business Related Telephone Calls	Actual Cost
Registration – Tuition	Actual Cost
Lodging	No reimbursement for one day or less.
Meals	Reimbursement for meals may be given only by preapproval of the General Manager, and shall not exceed \$60 per day to cover meals, including tips. The General Manager may consider approval of reimbursement in excess of \$60, if justified, but in no event shall expenses in excess of \$75 per day be approved.  Meals will not be reimbursed during travel within the defined immediate southern California area unless the employee is required to travel more than 150 miles round trip.

- D. Travel Outside Immediate Southern California Area or More Than One Day:** Travel to conferences and workshops shall only be made with approval of the Board of Trustees. Travel for District business, training, or other meeting events shall be made with approval by the General Manager, or in his absence, an officer of the Board of Trustees. The District will pay employees for the working hours spent at such meetings, conference or seminars, as well as the time spend travelling to and from such meetings, conferences or seminars. Such working hours includes all time spent in work-related official meetings, conferences or seminars, as well as all time spent in official networking events tied to such work-related meetings, conferences or seminars. To the extent that these working hours exceed eight hours in a day or forty hours in a week, they shall be treated as overtime or CTO within the meaning of Sections 6.09 and 6.10 of this Agreement.

<u>Allowable Expenses</u>	<u>Reimbursement Limitation and Conditions Applicable</u>
District Vehicle	Same as travel for One Day.
Public Transportation	Actual Cost. Airline tickets shall be purchased at least 21 days prior to departure, when possible, and group or government rates shall be sought.
Private Auto Mileage	<p><b>Outside Immediate Southern California Area:</b> If auto travel is authorized, employees are generally required to travel in District vehicles. The District Manager's approval must be obtained if private auto is used for travel. When private auto is approved, mileage reimbursement shall be paid based on the United States IRS prevailing rate. (See Section E.)</p> <p>Reimbursement for private auto mileage shall be equivalent to or less than air coach fare from Santa Barbara or Ontario or Santa Maria to the destination or nearest airport thereto. Also, mileage from home or departure point to airport shall be reimbursed at the United States IRS prevailing rate. If car is not left at airport parking, and is returned home, then reimbursement will not exceed two one-way trips.</p>
Group Travel	When two or more employees travel together, each will be reimbursed only for his/her actual expenses.
Car Rental	Same as travel for one day.
Parking and Business Related Telephone Calls	Same as travel for one day.
Personal Telephone Calls	On overnight stays, the District will reimburse personal telephone calls per day of up to 10 minutes total time. Receipt showing length of phone calls must be submitted for reimbursement.
Registration – Tuition	Same as travel for one day.
Lodging	<p>Actual Cost. If not staying at designated conference hotel, the rate paid for other accommodations shall not exceed designated conference hotel.</p> <p>Hotel and motel charges shall be based on single occupancy rates. The District will only reimburse employees for lodging expenses incurred for the single occupancy rate, or double occupancy if two employees per room. The District will not pay for employee's guests. Receipts must be submitted for reimbursement.</p>
Meals	<p>Reimbursement allowances shall not exceed the current U.S. General Services Administration (GSA) rate for Meals &amp; Incidentals (M&amp;IE), which as of 2024, is \$74 per day. The General Manager may consider approval of reimbursement in excess of the GSA M&amp;IE rate, if justified.</p> <p>General Manager may approve cash advances for meals to employees in hardship situations.</p> <p>It is the intent that the food allowance reimbursements cover the actual cost and tip of food expenditures. As such, actual cost shall be entered on the expense report and all receipts shall be submitted for food reimbursement.</p> <p>For travel the day of departure and return on longer trips the allowance is authorized only for meals actually required. All meal allowances should be entered on the appropriate lines of the travel expense report.</p> <p>When conference registration fees include one or more meals or where individual meals are otherwise provided, a zero (0) should be entered for those meals on the travel expense report.</p>

E. **Private Vehicle Use:** Employee(s), in the course and scope of his or her employment for the District, who use a vehicle not otherwise owned, rented, or leased by the Mosquito and Vector

Management District of Santa Barbara County, (1) shall obtain and keep in effect auto liability and property damage insurance with a carrier acceptable to the District providing minimum coverage of \$100,000/\$300,000 bodily injury and \$50,000 property damage; and (2) shall have on file, or submitted at least five days prior to use of said vehicle, proof of insurance attesting to the terms of coverage mentioned above and obtain approval on a permission form.

Further, the Mosquito and Vector Management District of Santa Barbara County hereby resolves and establishes that the District not be responsible for the replacement or repair of said vehicle if said vehicle is damaged or destroyed during the course of such use. Employees shall be required to sign a release of the District's liability (attached) and will be required to agree to indemnify, defend and hold the District harmless from any claim, loss, or litigation arising out of such vehicle.

- F. **Emergency or Unanticipated Travel:** Shall mean meetings which are not specifically outlined in the District's budget and insufficient time is available for Board approval. The following limitations are provided:
  - 1. Travel only within California.
  - 2. Travel to be authorized by the General Manager
- G. **Exceptions:** The Board of Trustees is cognizant that there will be exceptional circumstances that mandate higher costs, different travel requirements, and lodging conditions. These exceptional circumstances will be noted in the travel authorization approved by majority of the Board Officers prior to the travel.
- H. **Non-reimbursable Expenses:** The following expenses shall not be reimbursable: Cost of alcoholic beverages, marijuana, laundry, personal needs and personal telephone calls, (except as provided for in Section D. "Personal Telephone Calls").
- I. **Conference Attendance by Staff:** The District shall pay for expenses incurred by authorized employees who attend approved conferences, seminars, or meeting events. Approved events shall be limited to those included in the approved annual budget, and events not specifically itemized in the annual budget, providing the event will directly benefit the District and will not exceed the budgeted amount for travel.

**Travel and Business Expense Audits:** It is the policy of the District that the General Manager shall be charged with the responsibility to develop and carry out an internal audit program of incoming Expense Reports, which assures that expenses claimed by District employees are reimbursed in accordance with District policies and procedures pertaining to such expenses. District forms shall be developed and used for all expense reimbursements and receipts shall be attached.

## **SEASONAL/PART-TIME EMPLOYEES**

### **10.1 Application of MOU**

The District may employ individuals on a part-time and/or seasonal basis to fill the Vector Control Technician classification. Sections 6.23, 7.08 and 7.10 of this MOU differentiate between part-time and full-time employees with regard to bilingual allowance, vacation leave and holiday leave, respectively. Sections 10.4, 10.5 and 10.6 below differentiate between part-time and full-time employees in other respects. Unless otherwise provided in the MOU, the remaining sections shall apply to full-time and part-time employees of the District.

### **10.2 Inclusion in Bargaining Unit**

The District recognizes the Association as the exclusive representative of all employees occupying the Vector Control Technician classification, including part-time/seasonal employees. It is anticipated that part-time/seasonal employees will be used to assist the District's operations during the spring and summer months when workload increases. Part-time/seasonal employees shall not be hired to displace full-time employees.

### **10.3 Union Membership and Dues**

Part-time/seasonal employees will have the opportunity to join the Association. The provisions in Sections 3.01 and 3.02 concerning union membership, including procedures for ending union membership, shall apply to part-time/seasonal employees.

### **10.4 Wages and Hours of Work**

#### A. Rate of Pay

Part-time/seasonal employees shall earn an hourly rate of \$20.00 for all hours worked. This hourly rate is effective during 2021 and will be revised yearly based on the CPI-based wage adjustment contained in Section 4.01 of this MOU. Part-time/seasonal employees are paid on a biweekly basis every other Thursday.

#### B. Overtime

Part-time/seasonal employees are not eligible for overtime pay, unless they receive specific authorization from the District to work overtime hours. Part-time/seasonal employees are not entitled to receive compensatory time off in lieu of overtime compensation.

#### C. Hours of Work

Based on operational needs as determined by the District, the actual number of hours worked by part-time employees may be less than forty hours per work week. Part-time/seasonal employees will not work more than 1,000 hours per fiscal year during their employment by the District.

### **10.5 Employee Benefits**

#### A. General Benefits

Part-time/seasonal employees are not eligible for the following benefits detailed in this MOU:

1. Health insurance;
2. Dental and vision insurance;
3. Supplemental insurance;
4. Life insurance;
5. Retirement benefits.

## **10.6 Grievance and Disciplinary Procedures**

The provisions in Sections 9.10 and 9.12 concerning progressive discipline and due process shall not apply to part-time/seasonal employees.

# Appendix

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Appendix 1 Compensatory Time Off Election

I, \_\_\_\_\_, desire to accrue compensatory time off as provided by law and District policy. As a non-exempt employee, I understand that I will accrue compensatory time off in the same manner as overtime, as defined by District policy.

Further, I understand that the use of accrued compensatory time off may be restricted based upon the operational needs of the District as determined by the General Manager.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date signed

Received by the General Manager

\_\_\_\_\_  
GM Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Print name

File original in employee's personnel record. Provide copy to employee.

**END**

RESOLUTION NO. 24-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY APPROVING THE ENGINEER'S REPORT, AND ORDERING THE CONTINUATION OF ASSESSMENTS FOR FISCAL YEAR 2024-25 FOR SERVICE ZONES NO. 1 AND NO. 2 MOSQUITO AND DISEASE CONTROL ASSESSMENTS

**WHEREAS:** In the reorganization of the Mosquito and Vector Management District of Santa Barbara County ("District") and the Carpinteria Mosquito Abatement District (CMAD), it was ordered by the Santa Barbara County Local Agency Formation Commission and Board of Supervisors that CMAD be dissolved and its territory be annexed to this District, that this District then create two separate zones for purposes of levying assessments consisting of the territory of CMAD and of this District before the reorganization, respectively, and that the assessments of the said two prior districts continue in the reorganized district; and

**WHEREAS:** By Resolution 96-01, which is incorporated herein by this reference, this District adopted a vector surveillance and control project for a zone of benefit encompassing the entire territory of the District as it then existed; and

**WHEREAS:** By Resolution 96-01, which is incorporated herein by this reference, the Board of Trustees of CMAD adopted an assessment scheme for annual levy of an assessment to pay for the cost of vector surveillance and control within the District's Service Zone No. 2; and

**WHEREAS:** Said CMAD Resolution 96-01 established an assessment of \$7.91 per benefit unit for the 1996-1997 fiscal year, as defined in the Staff Report on the Need for Implementing the Service Charge Assessment Funding Mechanism Based on Land Use (the "Staff Report"), which is on file at the office of the District, established a maximum assessment of \$16.00 per benefit unit and further established a schedule of assessments for various land uses within the District for the 1996-1997 fiscal year; and

**WHEREAS:** Said CMAD Resolution 96-01 provides for an annual evaluation of the amount of the assessment per benefit unit and the schedule of assessments by land use derived therefrom, not to exceed \$16.00 per benefit unit; and

**WHEREAS:** By Resolution 99-03 this District created Service Zone No. 1, consisting of the territory of this District prior to reorganization, and Service Zone No. 2, consisting of the territory of CMAD prior to its dissolution, and adopted the assessments levied by resolutions of the prior districts; and

**WHEREAS:** By Resolution 04-04 this District extended Service Zone No. 1 by adding territory,

including the area of the City of Santa Barbara, not previously a part of Service Zone No. 1 and certain unincorporated areas of south Santa Barbara County, to Service Zone No. 1, thereby making property in the extension area subject to the annual levy of said assessment, and this Assessment was authorized by an assessment ballot proceeding conducted in 2004 and approved by 65.1% of the weighted ballots returned by property owners; and

**WHEREAS**, the District is authorized, pursuant to the authority provided in Health and Safety Code Section 2082 and Article XIID of the California Constitution, to levy assessments for mosquito, vector and disease control projects and services; and

**WHEREAS**, the purpose of Service Zone No. 1 and Service Zone No. 2 Assessments is to provide vector surveillance, prevention, abatement, and control services in properties in the District to ensure protection of property owners and residents from vector annoyance and vector-borne diseases; and

**WHEREAS**, such vector surveillance and control projects and services provide tangible public health benefits, reduced nuisance benefits and other special benefits to the public and properties with the areas of service; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mosquito and Vector Management District of Santa Barbara County that:

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** SCI Consulting Group, the Engineer of Work, prepared an Engineer's Report in accordance with Article XIID of the California Constitution and Section 2082, et seq., of the Health and Safety Code for the Assessment (the "Report"). The Report has been made, filed with the secretary of the board and duly considered by the Board and are hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

**SECTION 3.** This Board adopted Resolution No. 24-01 for Service Zone No. 1 to continue to levy and collect Assessments, including a cost of living increase for fiscal year 2024-25.

**SECTION 4.** This Board adopted Resolution No. 24-02 for Service Zone No. 2 to continue to levy and collect Assessments, including a cost of living increase for fiscal year 2024-25.

**SECTION 5.** The public interest, convenience and necessity require that the levy be made.

**SECTION 6.** The Engineer's Report for the Assessment together with the proposed assessment roll for fiscal year 2024-25 is hereby confirmed and approved.

**SECTION 7.** That based on the oral and documentary evidence, including the Engineer's Report offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land subject to the Assessment will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property from the mosquito vector and disease control services to be financed with assessment proceeds.

**SECTION 8.** That the assessment is levied without regard to property valuation.

**SECTION 9.** That assessments for fiscal year 2024-25 shall be levied at the rate of twelve dollars and eighty cents (\$12.80) per single family equivalent benefit unit in Service Zone No. 1 and twelve dollars and eighty cents (\$12.80) per single family equivalent benefit unit in Service Zone No. 2 as specified in the Engineer's Report for fiscal year 2024-25 with estimated total annual assessment revenues as set forth in the Engineer's Report; and

**SECTION 10.** That the mosquito and disease control services to be financed with assessment proceeds described in the Engineer's Report are hereby ordered.

**SECTION 11.** No later than August 10<sup>th</sup> following such adoption, the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Santa Barbara ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Mosquito and Disease Control Assessment.

**SECTION 12.** All revenues from Assessments shall be deposited in a separate fund established under the distinctive designation of the Mosquito and Vector Management District of Santa Barbara County Service Zone No. 1 and Mosquito and Vector Management District of Santa Barbara County Service Zone No. 2, accordingly.

**SECTION 13.** The Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Trustees of the District. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

**SECTION 14.** The Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County hereby certifies that the assessments to be placed on the fiscal year 2024-25 property tax bills meet the requirements of Proposition 218 that added Article XIII D to the California Constitution.

The foregoing Resolution was PASSED and ADOPTED by the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County at a regular meeting thereof held on July 11, 2024.

AYES:

NOES:

ABSTAINED:

ABSENT:

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President, Board of Trustees

Mosquito and Vector Management District of Santa Barbara County

Attest

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Secretary to the Board of Trustees

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## STAFF REPORT

DATE: July 11, 2024

TO: The Board of Trustees

FROM: Brian Cabrera, General Manager

SUBJECT: Public Hearing and Resolution Approving Engineer's Report, and Ordering the Continuation of Assessments for Fiscal Year 2024-25 for the Mosquito and Vector Management District of Santa Barbara County, Service Zone No. 1 and Service Zone No. 2 Mosquito and Disease Control Assessments

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### RECOMMENDATION

It is recommended that the Board hold a public hearing, consider all public comments, and subsequently approve Resolution 24-04 that would approve the Engineer's Report, and order the continuation of assessments for fiscal year 2024-25 as the final step in levying the assessments, at the increased rate of \$12.80 per SFE for the Service Zone No. 1 and Service Zone No. 2 Assessments

### RESULT OF RECOMMENDED ACTION

The Board will order the levy of the assessments for fiscal year 2024-25 and will cause those levies to be submitted by SCI Consulting Group to the County Auditor to be included on the 2024-25 property tax bills.

### BACKGROUND

Since the early 1990's, the Mosquito and Vector Management District of Santa Barbara County ("District") has been responsible for Enhanced Vector Control Services for the City of Goleta, the City of Santa Barbara Municipal Airport, and most of the unincorporated territory of the Goleta Valley including the communities of Hope Ranch and Isla Vista, which are all included in Service Zone No. 1 (Goleta area) & Service Zone No. 2 (Carpinteria area), including the City of Carpinteria and the Carpinteria Valley.

In order to allow property owners to ultimately decide whether the District should extend its Service Zone No. 1 to include the unincorporated areas of Montecito, Mission Canyon, Summerland, Hidden Valley, and the Goleta and Carpinteria Foothills in southern Santa Barbara County as well as to the non-serviced portions of the City of Santa Barbara, the Board, on January 29, 2004, authorized the initiation of proceedings for a benefit assessment. This new area is referred to as the "Service Zone No. 1 Extension 1" or the "Extension Areas."

- Balloting Conducted: February to April, 2004
- Ballot Results: 65.1% of the weighted returned ballots were in support of the proposed assessment
- Board Approval of 1<sup>st</sup> Year Assessment Levies (Extension Areas): May 13, 2004
- Service Zone 1 Fiscal Year 1996 Approved Rate: \$6.17 per single family equivalent benefit unit (SFE)
- Service Zone 1 Fiscal Year 2004-05 Approved Rate (Extension Areas): \$6.17 per single family equivalent benefit unit (SFE)
- Service Zone 1 Fiscal Year 2023-24 Approved Rate: \$12.37 per single family equivalent benefit unit (SFE)

- Service Zone 1 Annual CPI: In each subsequent year, the maximum assessment rate increases by the annual change in the Consumer Price Index, not to exceed \$20.00 per single family equivalent benefit unit (SFE)
- Service Zone 2 Rate Established in 1996: \$7.91 per single family equivalent benefit unit (SFE)
- Service Zone 2 Fiscal Year 2023-24 Approved Rate: \$12.37 per single family equivalent benefit unit (SFE)
- Service Zone 2 Annual CPI: The maximum assessment rate is not to exceed \$16.00 per single family equivalent benefit unit (SFE)

SCI Consulting Group prepared the Engineer's Report that includes the special and general benefits from the assessments, the proposed budget for the assessments for fiscal year 2024-25, the updated proposed assessments for each parcel in the District, and the proposed assessments per single family equivalent benefit unit for the fiscal year. At the May 9, 2024 Board meeting, the Board reviewed the Engineer's Report and adopted resolutions to declare its intention to continue the assessments, preliminarily approve the Engineer's Report, and provide for notice of the annual public hearing for Service Zone 1 and Service Zone 2.

Each year, in order to continue to levy the assessments for the coming fiscal year, the Board conducts a noticed public hearing and receives public input on the proposed assessments and the services that they would fund. After hearing the public testimony, the Board may take final action on setting the assessment rates, establishing the services and improvements to be funded and ordering the levy of the continued assessments for fiscal year 2024-25.

**PROPOSED RATE AND CPI HISTORY**

The assessments can be levied annually and can be increased by an amount equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index. (Note: Unused CPI increases may be cumulatively reserved to increase the maximum rate in future years.) The following table summarizes the CPI history and the rates assessed, as well as the proposed rates for the upcoming fiscal year:

Fiscal Year	LA Area CPI	CPI Increase	Zone 1 Rate/SFE	Zone 2 Rate/SFE	Annual Assessment Revenues
FY 04-05	1.75%	0.00%	\$6.17	\$7.91	\$355,230
FY 05-06	4.02%	0.00%	\$6.17	\$7.91	\$356,046
FY 06-07	4.67%	4.70%	\$6.46	\$7.91	\$372,663
FY07-08	3.84%	3.25%	\$6.67	\$7.91	\$383,707
FY 08-09	3.28%	3.30%	\$6.89	\$7.91	\$396,355
FY 09-10	-1.00%	15.97%	\$7.99	\$7.99	\$454,286
FY 10-11	1.86%	1.88%	\$8.14	\$8.14	\$462,979
FY 11-12	3.00%	5.41%	\$8.58	\$8.58	\$487,599
FY 12-13	2.02%	3.96%	\$8.92	\$8.92	\$508,730
FY 13-14	1.29%	1.35%	\$9.04	\$9.04	\$517,350
FY 14-15	1.04%	1.00%	\$9.13	\$9.13	\$523,560
FY 15-16	0.51%	0.55%	\$9.18	\$9.18	\$528,646
FY 16-17	1.69%	5.77%	\$9.71	\$9.71	\$561,391
FY 17-18	2.68%	2.68%	\$9.97	\$9.97	\$579,000
FY 18-19	3.78%	3.78%	\$10.35	\$10.35	\$602,898
FY 19-20	2.71%	2.71%	\$10.63	\$10.63	\$620,085
FY 20-21	1.94%	1.88%	\$10.83	\$10.83	\$633,929
FY 21-22	2.19%	2.19%	\$11.07	\$11.07	\$648,425
FY 22-23	8.50%	8.50%	\$12.01	\$12.01	\$705,161
FY 23-24	3.70%	3.00%	\$12.37	\$12.37	\$726,298
FY 24-25	3.50%	3.50%	\$12.80	\$12.80	\$759,757



Note: Difference in the actual and applied CPI rate is due to truncating of the calculated maximum assessment rate.

**PROPOSED FY 2024-25 BUDGET, SERVICES & IMPROVEMENTS**

Summary of revenue and total cost	FY 2024-25	FY 2023-24
Revenue (all sources)	\$1,563,407	\$1,480,798
Costs:		
Services	\$1,498,650	\$1,368,250
Incidentals	\$60,050	\$73,838

Services to be performed by the Mosquito and Vector Management District this fiscal year include:

- Mosquito control
- Rodent inspections and source reduction
- Bee Inspections
- Enhanced Disease Surveillance
- Door-to door mosquito inspections
- Mosquitofish for backyard fish ponds
- Public education outreach

**EFFECT OF HEAVY RAINS IN THE FIRST FEW MONTHS OF 2024**

This past winter, Santa Barbara County and many parts of California experienced another dramatic rain season. Similar to last year, heavy rains pounded our area in the form of “atmospheric rivers” that delivered astounding amounts of rain within relatively short periods of time resulting in local flooding in some areas. As of the writing of this staff report, Santa Barbara County has received more than 145% of its “Normal-to-Date” rainfall (according to the Santa Barbara County Flood Control District). As a percentage of “Normal-to-Date” rainfall, Carpinteria is at 159% (26.5”), Santa Barbara 183% (32.8”), and Goleta 141% (25.3”). San Marcos Pass has already had over 57” inches of rain. That’s almost 5 feet of rain. All of this precipitation has filled many low-lying areas with standing water. Many of these areas are experiencing mosquito breeding in places that, during drought years, were free of mosquitoes. Area creeks and streams that were rapidly flowing after the rains have begun to slow down. As we move into late Spring and early Summer some of these flows will stop resulting in the formation of stagnant pools of water ideal for mosquito breeding. The overall consequence of the excess rainfall may well be another year of increased mosquito populations compared with the drought years. This will require even more monitoring, surveillance and treatments. These increased services will likely lead to higher budget costs to the District in Fiscal Year 2024-25.

Respectfully submitted,

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Brian Cabrera  
General Manager

FY 2024-25

# MOSQUITO & VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY

Service Zone No. 1 and Service Zone No. 2 Assessment  
July 2024

Engineer's Report



Engineer of Work:

**SCI Consulting Group**  
Public Finance Consulting Services

4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300  
[www.sci-cg.com](http://www.sci-cg.com)

Pursuant to the Government Code, Health and Safety Code and Article XIID of the California Constitution

# Mosquito and Vector Management District of Santa Barbara County

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Hugh Rafferty, Member

Barbara Silver, Member

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## **General Manager**

Brian Cabrera

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## **District Legal Counsel**

Brownstein, Hyatt, Farber, Schreck

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## **Engineer of Work**

SCI Consulting Group

Lead Assessment Engineer, John Bliss, M.Eng., P.E.

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# Introduction

## Assessment Background

Since the early 1990's, the Mosquito and Vector Management District of Santa Barbara County ("District") has been responsible for Enhanced Vector Control Services for the City of Goleta, the City of Santa Barbara Municipal Airport, and most of the unincorporated territory of the Goleta Valley including the communities of Hope Ranch, and Isla Vista, which are all included in Service Zone No. 1 (Goleta area) & Service Zone No. 2 (Carpinteria area), including the City of Carpinteria and the Carpinteria Valley.

In order to allow property owners to ultimately decide whether the District should extend its Service Zone No. 1 to include the unincorporated areas of Montecito, Mission Canyon, Summerland, Hidden Valley, and the Goleta and Carpinteria Foothills in southern Santa Barbara County as well as to the non-serviced portions of the City of Santa Barbara, the Board, on January 29, 2004, authorized the initiation of proceedings for a benefit assessment. This new area is referred to as the "Service Zone No. 1 Extension 1" or the "Extension Areas." The "Extension Areas" were narrowly drawn to include sections of Santa Barbara County not previously within the District boundaries. The Extension Areas included only properties that, upon approval of the assessment, may request and receive direct service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of mosquitoes from potential vector sources monitored by the District, and that will benefit from a reduction in the amount of mosquitoes and vectors reaching and impacting the property and its residents as a result of the vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Extension Areas.<sup>1</sup>

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<sup>1</sup> . Note that the assessment area boundaries have been drawn narrowly to include lands and property in the more populated areas of the County that previously did not receive mosquito control and vector-borne disease prevention services. Other lands in Santa Barbara County that mainly are in the northern and western portions of the County were not included because these excluded areas have a very low population and consequently would receive lower benefit to property from mosquito and disease prevention services.

## Assessment Process

In February through April of 2004, the District conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Government Code to provide funding for mosquito control services in the Extension Areas. During this ballot proceeding, owners of property in the District were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted on April 12, 2004.

To allow for tabulation of ballots, a continuation of the public hearing was held on May 13, 2004, at which it was determined that 65.1% of the weighted ballots returned were in support of the assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the District gained the authority to approve the levy of the assessments for fiscal year 2004-05 and to continue to levy them in future years. The Board took action, by Resolution No. 04-05, on May 13, 2004, to approve the levy of the assessments. The "Extension Areas" are now part of Service Zone 1. Service Zone 1 and Service Zone 2 are herewith referred to collectively as the "Service Areas" or the "Service Zones."

Prior to the assessment ballot proceeding, neither the District, nor any other public agency, provided mosquito control and vector-borne disease protection and prevention services in the populated areas in Santa Barbara County that were outside of the District's jurisdictional boundaries (the "Extension Areas.") In other words, the "baseline" level of services in Santa Barbara County (in the areas that were outside the District's boundaries) was essentially zero.

## Engineer's Report and Continuation of Assessments

This Engineer's Report ("Report") was prepared by SCI Consulting Group to describe the vector control services to be funded by the proposed 2024-25 assessment, to establish the estimated costs for the continued mosquito, vector, disease surveillance and control services, supplies, equipment, facilities and related costs, determine the special benefits and general benefits received by property within the Service Zones from the services by the District, and to apportion the assessments to lots and parcels within the District's Service Areas based on the estimated special benefit each parcel receives from the services funded by the benefit assessment. If the Board approves this Engineer's Report and the continuation of assessments it establishes for fiscal year 2024-25, the assessments will be submitted to the County Auditor for inclusion on the property tax rolls for fiscal year 2024-25. The assessments for Service Zone 1 may be continued in future years and may be increased in future years by an annual adjustment tied to the Consumer Price Index for the Los Angeles-Riverside-Orange County Area, with a maximum annual assessment rate not to exceed \$20.00 per benefit unit, as established by Resolution 96-01 by the District Board of Trustees of the Goleta Valley Vector Control District in May, 1996. The assessment for Service Zone 2 is not subject to a CPI limitation. However, the maximum assessment rate may not exceed \$16.00 per benefit unit, as established by Resolution 96-01 by the District Board of Trustees of the Carpinteria Mosquito Abatement District in June, 1996. The procedures for continuation of the assessments in future years commence with the creation of a budget for the upcoming fiscal year's costs and services, an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year and the preparation of an updated Engineer's Report. After these documents are prepared and submitted, they could be reviewed and preliminarily approved by the District Board of Trustees at a public meeting. At this meeting, the Board could also call for the publication in a local newspaper of the intent to continue the assessment and set the date for a noticed public hearing. At the annual public hearing, members of the public may provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year.

## District Overview

Previously known as the Santa Barbara Coastal Vector Control District, in 2006 the District adopted its new name of "Mosquito and Vector Management District of Santa Barbara County" ("District") and shall be referred to as such throughout the remainder of this Report.

As used within this Report, the following terms are defined:

*"Vector" means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to,*



*mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).*

*“Vector Control” shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(l)).*

Services are primarily funded by Ad Valorem property taxes and a benefit assessment paid by the property owners in the Service Zones. The District provides basic services including public information service and basic disease surveillance service throughout the District, and it provides Enhanced Vector Control Service in the Service Zones.

The following is an outline of the primary services that are provided to property within the Service Zone boundaries:

- Mosquito control
- Rodent inspections and source reduction
- Bee Inspections
- Enhanced Disease Surveillance
- Door-to door mosquito inspections
- Mosquitofish for backyard fish ponds
- Public education outreach

The District is controlled by the Mosquito Abatement and Vector Control District Law of the State of California (the “Act”). Following are excerpts from the Mosquito Abatement and Vector Control District Law of 2002, codified in the Health and Safety Code, Section 2000, et. seq. which serve to summarize the State Legislature’s findings and intent with regard to mosquito abatement and other vector control services:

*2001. (a) The Legislature finds and declares all of the following:*

- (1) California's climate and topography support a wide diversity of biological organisms.*
  - (2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.*
  - (3) Some of these diseases, such as mosquitoborne viral encephalitis, can be fatal, especially in children and older individuals.*
  - (4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.*
  - (5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.*
- (b) The Legislature further finds and declares:*
- (1) Individual protection against the vectorborne diseases is only partially effective.*

*(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.*

*(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.*

*(4) Since 1915, mosquito abatement and vector control districts have protected Californians and their communities against the threats of vectorborne diseases.*

*(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special districts with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.*

*(d) It is also the intent of the Legislature that mosquito abatement and vector control districts cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.*

Further, the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

*(a) A district may levy special benefit assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs.*

## Legal Analysis

### Proposition 218

The Service Zone 1 Extension 1 assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

(The Service Zone 1 and Service Zone 2 assessments were formed prior to the passage of Proposition 218. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.) Although these assessments are consistent with Proposition 218, the California judiciary has generally referred to pre-Proposition 218 assessments as “grandfathered assessments” and held them to a lower standard than post Proposition 218 assessments.)

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

*Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:*

*(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.*

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

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### **Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefits to property, not general benefits<sup>2</sup>
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer’s Report, and the process used to establish this assessment are consistent with the SVTA vs. SCCOSA decision.

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<sup>2</sup> Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service.”

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**Dahms v. Downtown Pomona Property**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

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**Bonander v. Town of Tiburon**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

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**Beutz v. County of Riverside**

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

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**Golden Hill Neighborhood Association v. City of San Diego**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

## Compliance with Current Law

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the Services to be funded are clearly defined; the Services are available to and will be directly provided to all benefiting property in the Assessment District; and the Services provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz*, *Dahms* and *Greater Golden Hill* because the Services will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the assessments. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer's Report establishes a more conservative measure of general benefits.

The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Services and proportional special benefit to each property. Finally, the Assessments are consistent with *Beutz* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

## General Description of the District and Services

### About the District

The Mosquito and Vector Management District of Santa Barbara County (“District”) is an independent special district (not part of the County or any city) that protects the usefulness, utility, desirability and livability of property and the inhabitants of property within its jurisdictional area by controlling and monitoring disease-carrying insects and other vectors such as mosquitoes and stinging insects, and inspections and source reductions of rodents such as roof rats. In addition, the District regularly tests for diseases carried by these vectors and educates the public about how to protect themselves from such diseases.

The Santa Barbara Coastal Vector Control District was originally formed in 1959 as the Goleta Valley Mosquito Abatement District, initially encompassing about 15 square miles. In 1998 the name of the District was changed to “Santa Barbara Coastal Vector Control District.” In 1999, the District annexed the territory of the Carpinteria Mosquito Abatement District, which was dissolved. The District then created two special benefit zones. Service Zone No. 1 included the existing territory of the Santa Barbara Coastal Vector Control District and Service Zone No. 2 included the territory of the dissolved Carpinteria Mosquito Abatement District. In 2004, the District conducted a Proposition 218 compliant mailed ballot proceeding to annex the Service Zone No. 1 Extension Area into the Assessment District. In 2006, the District again changed its name to “Mosquito and Vector Management District of Santa Barbara County” to more accurately describe itself as a county-wide agency and to reflect the entire territory of the District.

Both districts had adopted special benefit assessments in 1996 to provide additional funding for vector control services because of the dramatic decreases in moneys available from property taxes and state subventions in prior years. These benefit assessments were carried over to land in the respective zones.

In addition to its mosquito abatement and vector control services, the District provides education programs on vectors and disease prevention at school and civic group meetings. The District maintains a website and distributes printed material and brochures that describe what property owners and residents can do to keep their homes and property free of rats, mosquitoes, and other pests.

## Summary of Services

The purpose of the District is to provide vector surveillance, prevention, abatement, and control services to properties in the District to ensure protection of property owners and residents from vector annoyance and vector-borne diseases, such as St. Louis Encephalitis, Western Equine Encephalitis, West Nile Virus, Malaria, Lyme Disease, Hanta Virus Pulmonary Syndrome, and Sylvatic Plague. (A vector, as defined by the Act, is any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury). To fulfill this purpose, the Board may take any and all necessary or proper steps for the control of mosquitoes, flies, or other vectors, and inspection and source reduction of rodents, either in the District or in territory that is located outside of the District from which mosquitoes, flies, rodents, or other vectors and vector-borne disease may enter the District.

Specifically, the assessments provide funding for projects and programs for the surveillance, prevention, abatement, and control of vectors for the benefit of the lands in the Service Zones. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide and adulticide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance and operation expenses (collectively "Services"). The cost of these services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to vector control programs. Currently, the District provides basic surveillance service and public information service in all areas of the District, as well as Enhanced Vector Control Service in the Service Zones.

Following are the Services, and resulting level of service, for properties in the Service Zones of the Assessment District. These Services are over and above the baseline level of service in place prior to the assessment. In Service Zone 1 and Service Zone 2, the baseline level of service was the level of service funded by the ad valorem property taxes, prior to the adoption of the assessments in 1996. In the Extension Areas, the baseline level of service was effectively zero, because no services were provided prior to the annexation to the Assessment District in 2004. The formula below describes the relationship between the final level of service, the previous baseline level of service, and the enhanced level of service funded by the assessment.

$$\text{Final Level of Service} = \text{Baseline Level of Service} + \text{Enhanced Level of Service}$$

In this case, the baseline level of service is nil, and the final level of service is precisely the enhanced level of service funded by the assessment.

The Services are further defined as follows:

- Response to mosquito problems as well as other pestiferous or disease carrying organisms in properties in the Assessment District, including responding to service call requests by property owners in the Assessment District.
- Control of mosquito larvae in catch basins, ditches, drain lines, vaults, wastewater treatment plants, under buildings, residences, horse troughs, freshwater marshes, salt marshes, creeks and other sources on all assessed properties in the Assessment District.
- Monitoring of Hanta Virus-bearing rodents, and other harmful vectors, such as Wood Rats, Deer Mice, Harvest mice, and Meadow Voles, through property inspection, harborage and home entry point identification, advice for exclusion and recommendations for removal of attractants at properties in the Assessment District, as well as public education,.
- Survey and data analysis of mosquito larvae populations to assess public health risks and allocate control efforts.
- Monitoring of mosquito populations in the Assessment District using various generally accepted scientific methods.
- Testing and monitoring for diseases carried and transmitted by mosquitoes and other arthropods in the Assessment District, such as Encephalitis, Malaria, Dog Heartworm, and West Nile Virus.
- Collection of mosquito that are then pooled for virus testing, and blood analytical studies for State and local agencies.
- Testing of new insecticide materials and investigation of their efficacy.
- Survey and identification of arthropod-borne diseases such as Lyme disease, Hanta Virus and plague found in parks, trails, and other locations frequented by the public in the Assessment District.
- Inspections and advice for property owners who have reported bee swarm behavior or the presence of hives, in addition to providing contact information to private bee keepers for live removal of nuisance bees.
- Monitoring and/or control of other nuisance and potentially hazardous organisms and vectors in properties in the Assessment District, as directed by policy established by the Board of Trustees. (Only vectors found outside of structures will be monitored and controlled.)
- Education of property owners and residents about the risks of diseases carried by insects and small mammals and how to better protect themselves and their pets.
- Monitoring of new and emerging vectors such as the Yellow Fever and Asian Tiger Mosquitoes at entry points in the Assessment District.
- Testing for and control of new and emerging vectors and the pathogens they carry in the Assessment District.



## Introduction to Surveillance and Monitoring

Mosquitoes and other vectors most often are produced in areas of standing water including catch basins, vaults, wastewater treatment plants, water under buildings, horse troughs, pools, ponds, gutters, flood control devices, freshwater and saltwater marshes and wetlands as well as organic waste and debris.

The District performs surveillance of adult mosquitoes and surveillance of other vectors on properties in the Assessment District in order to discover new sites of larval development, allocation of control efforts, level of public health risk, population densities, and species composition. The District primarily uses Carbon Dioxide, Sentinel, In2Care, and Gravid traps for this surveillance. Through these efforts, the District has successfully identified and controlled new strains of vector-borne disease. For example, through the disease surveillance efforts carried out by the District, a new strain of Hantavirus was detected in the Isla Vista area, appropriately called the “Isla Vista” strain. In another case, the District analyzed several swarms of Honey Bees found in outdoor trash containers located in a Goleta apartment complex. The District’s genetic confirmation found that the Honey Bees were “Africanized.” As a result, the State officially declared the majority of Santa Barbara County to be “colonized.”

Additionally, the District monitors vector-borne diseases in efforts to prevent human cases. Three pathogenic mosquito-borne Encephalitis viruses occur in California: Western Equine Encephalitis, St. Louis Encephalitis and West Nile virus. All three are carried in birds and can be transferred to horses or humans through the bite of an infected mosquito. There is neither specific cure nor vaccine for these diseases so the District regularly traps for adult mosquitoes and has them tested for viruses. Malaria, Lyme Disease, and small mammal-borne diseases such as Plague, Hanta Virus and Arena Virus are also monitored.

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### Larval Mosquito Surveillance Program

The District will identify any medically important arthropod submitted by property owners, businesses or residents in the Service Zone Areas. Laboratory staff will provide information on its biology, public health significance and control.

All mosquito production sites located in the Service Zones will be added to a detailed catalog mapping, tracking and monitoring system of sources and placed on a schedule to be checked regularly and treated as needed.

Property owners, businesses or residents can call the District when experiencing problems with mosquitoes on their property. A mosquito control technician will thereafter survey and treat the source, as appropriate.

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### **Adult Mosquito Surveillance Program**

Laboratory personnel will monitor populations to assess the level of public health risk and effectiveness of control measures.

Mosquito traps will be deployed on properties in the Service Zones as deemed appropriate by the District staff. Traps will be collected and their contents identified and counted. This information is maintained in a computerized database and used to track long-term trends in mosquito density.

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### **West Nile Virus Surveillance Program**

The District collects adult mosquitoes from properties in the Service Zones and submits them to various laboratories to test for West Nile and other Encephalitis viruses. Laboratory staff will collect mosquitoes from the Service Zones using specialized traps for this purpose. Mosquitoes must be collected alive, anesthetized, identified, and shipped on dry ice the same day.

The District participates in a statewide program to collect and test dead wild birds for West Nile Virus. Dead birds are picked up from properties in the Service Zones within 24 hours, packaged and sent to the State Health Department for testing.

## **Introduction to Treatment and Control**

Strategically, the District addresses vectors through a comprehensive approach, which is based upon effective prevention of vectors. The District controls mosquitoes through a program of integrated vector management (IVM). This program focuses on controlling mosquitoes in their larval stage, and preventing problems before the mosquito pupae hatch and have the ability to transmit diseases. Larval control has many benefits:

1. **Less toxic:** Often, mosquitofish and other environmentally safe approaches can be used. When needed, the bacterial agents or pesticides used to control the larval stage are much less toxic to the environment than those used in the past and are highly specific to mosquitoes.
2. **Less pesticides:** The bacterial agents or pesticides are applied to a smaller area than would be required for treatment of adult mosquitoes.
3. **Less disease:** Targeting immature mosquitoes kills them before they are capable of transmitting disease.

The end result is a program that protects public health, is more cost effective than other methods, and has low impact on the environment. The District used biorational materials such as VectoBac (*Bacillus thuringiensis israelensis*), and VectoLex (*B. sphaericus*). Also used are the products Altosid (methoprene) which is an insect growth regulator, and Natular (Spinosad). These materials have been shown to have minimal effects on non-target species and are regulated by the US EPA and the California Department of Pesticide Regulation. They are approved for use in aquatic habitats.

### Larval Mosquito Control Program

Many different water sources exist on properties within the District, such as marshes, creeks, ponds, storm drain systems, and poorly maintained pools. Mosquitoes utilize these sources in their life cycle. Certain mosquitoes are of great concern in that they are capable of transmitting viral diseases, such as West Nile and encephalitis, to humans and horses.

Water sources found to be producing mosquitoes on properties in the Service Zones will be addressed using integrated vector management procedures involving appropriate physical, biological and chemical control. These inspection and control measures will be repeated on a routine schedule to manage the insect population.

The Mosquito and Vector Management District of Santa Barbara County will monitor pesticide resistance levels and determine the efficacy of available larvicides for local mosquito populations.

Mosquito fish are used to control immature mosquitoes on properties in various bodies of water, both large and small. For backyard sources such as ponds and pools, residents may obtain the fish at the District office.

The District will directly bill publicly owned or government owned parcels those costs which are deemed to result from inspection and control procedures performed by the District to manage mosquito production.

### Adult Mosquito Control Program

In the event of virus recoveries or human cases of diseases transmitted by mosquitoes or other vectors in major metropolitan areas in the Service Zones, the District may institute widespread application of adulticide materials. In addition, an expanded and intensified larvicide program may be instituted to interrupt the transmission cycle and reduce the adult populations of vector species.

The Mosquito and Vector Management District of Santa Barbara County will monitor pesticide resistance levels and determine the efficacy of available adulticides for the suppression of local mosquito populations.

Any additional descriptions and plans for the services will be filed with the General Manager of the Mosquito and Vector Management District of Santa Barbara County, and are incorporated herein by reference.

## Estimate of Cost

The estimated costs and revenues for the District for Fiscal Year 2024-25 are depicted on the following page.

**Figure 1 – Summary Cost Estimate, FY 2024-25**

<b>MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY</b> <b>Service Zone No. 1 and Service Zone No. 2 Assessments</b> <b>Estimate of Cost</b> <b>Fiscal Year 2024-25</b>			
Beginning Fund Balance			\$1,247,127
Zone 2 Revenue			
Property Tax Revenue			\$185,775
Estimated Interest on Fund Balance			\$6,615
Intergovernmental Revenue			\$705
Subtotal			\$193,095
Zone 1 Revenue			
Property Tax Revenue			\$433,475
Estimated Interest on Fund Balance			\$15,435
Intergovernmental Revenue			\$1,645
Contract Revenue			\$160,000
Subtotal			\$610,555
Total Operating Revenue from General Fund			\$803,650
Vector Control Services and Related Expenditures			
Operations:			
Salaries & Employee Benefits			\$1,005,950
Communications			\$7,000
Insurance			\$26,700
Maintenance: Equipment, IT, Structures			\$58,000
Office & Household Expense			\$10,500
Utilities			\$6,800
Professional, Special Service & Administrative Costs			\$164,000
Subtotal - Operations			\$1,278,950
Services and Supplies:			
Clothing, Training, Education			\$14,700
Memberships			\$19,000
Travel & Fuel			\$23,000
Supplies			\$13,000
Pesticides			\$100,000
Subtotal - Services & Supplies			\$169,700
Fixed Assets - Equipment <sup>1</sup>			\$50,000
Subtotal - Vector Control Services and Related Expenditures			\$1,498,650
Incidental Costs			
County Collection and Levy Administration			\$55,050
Allowance for Contingencies <sup>2</sup>			\$5,000
Subtotal - Incidental Costs			\$60,050
<b>Total Vector Control Services and Incidental Expenses</b>			<b>\$1,558,700</b>
Total Benefit of Improvements			\$1,558,700
SFE Units			59,356.00
<b>Benefit Received per Single Family Equivalent Unit</b>			<b>\$26.26</b>
Less: Beginning Fund Balance			(\$1,247,127)
Less: General Benefit Contribution From Other Sources			(\$798,943)
<b>Total Vector Control Services and Incidental Expenses</b>			<b>\$759,757</b>
(Net Amount to be Assessed)			
<b>Budget Allocation to Property</b>			
Zone	Total SFE Units	Assessment per SFE <sup>3</sup>	Total Assessment
1	53,814.00	\$12.80	\$688,819
2	5,542.00	\$12.80	\$70,938
<b>Total Assessment</b>			<b>\$759,757</b>

Notes

1. This amount is estimated for the future purchase of a truck.
2. This allowance is to account for any uncollectible assessments.
3. Assessment rates per SFE shown do not include \$1.00 County collection fee per parcel.

## Method of Assessment

This section of the Report explains the benefits to be derived from the Services provided for property by the District, and the methodology used to apportion the total assessment to properties within the Service Zone No. 1 and Service Zone No. 2.

Service Zone No. 1 and Service Zone No. 2 consist of all Assessor Parcels within the boundaries of the Service Zones, as defined by the assessment diagram at Appendix A hereof. The assessments allow the District to continue providing its enhanced mosquito abatement, disease control and other Enhanced Vector Control Services throughout the Service Zones.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Service Zones over and above general benefits conferred on real property or to the public at large. Special benefit is calculated for each parcel in the Service Zones.

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Service Zones
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

## Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the Services. With reference to the engineering requirements for property related assessments, under Proposition 218, an Engineer must determine and prepare a report evaluating the amount of special and general benefit received by property within the Service Zones as a result of the improvements or services provided by a local agency. The special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIII D of the California Constitution has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The below benefit factors, when applied to property in the Service Zones, confer special benefits to property and ultimately improve the safety, utility, functionality and usability of property in the Service Zones. These are special benefits to property in the Service Zones in much the same way that storm drainage, sewer service, water service, sidewalks and paved streets enhance the utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 includes a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the assessment area, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIID Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

*"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."<sup>3</sup>*

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 impliedly found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and impliedly were satisfied that vector control services confer special benefit to properties.

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<sup>3</sup> Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.



The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is shown in the Assembly and Senate analysis of the Mosquito Abatement and Vector Control District Law where it states that the law:

*Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.<sup>4</sup>*

Therefore the State Legislature agreed that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

### **Mosquito Control Is a Special Benefit to Properties**

As described below, this Engineer's Report concludes that mosquito control is a special benefit that provides direct advantages to property in the Service Zones. For example, the assessment provides for 1) surveillance throughout the Service Zones to measure and track the levels and sources of mosquitoes impacting property in the area and the people who live and work on the property, 2) mosquito and mosquito source control, treatment and abatement throughout the Service Zones such that all property in the area benefits from a comparable reduction of mosquito levels, 3) monitoring throughout the Service Zones to evaluate the effectiveness of District treatment and control and to ensure that all properties are receiving the equivalent level of mosquito reduction benefits, and 4) the properties in the Service Zones to be eligible for service requests which result in District staff directly visiting, inspecting and treating property. Moreover, the Services funded by the Assessments reduce the level of mosquitoes and vectors arriving at and negatively impacting properties within the Service Zones.

The following section, Benefit Factors, describes how the Services specially benefit properties in the Service Zones. These benefits are particular and distinct from its effect on property in general or the public at large.

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<sup>4</sup> Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

## Benefit Factors

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the services and that would be provided to property within the Service Zones. These types of special benefit are as follows:

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### **Increased safety of property in the Service Zones.**

The Assessments provide funding for year-round, proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the Service Zones. Mosquitoes and other vectors are transmitters of diseases, so the reduction of mosquito populations makes property in the Service Zones safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Service Zones safer, which is a distinct special benefit to property in the Service Zones.<sup>5</sup> This is not a general benefit to property in the Service Zones or the public at large because the Services are tangible mosquito and disease control services that will be provided directly to the properties in the Service Zones and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

*“Mosquitoes and other vectors, including but not limited to, ticks, Africanized honey bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death, and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”<sup>6</sup>*

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

*“The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.”*

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### **Reductions in the risk of new diseases and infections on property in the Service Zones.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

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<sup>5</sup> . By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Service Zones.

<sup>6</sup> Assembly Concurrent Resolution 52, chaptered April 1, 2003

*“Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas.”<sup>7</sup>*

*“During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal.”<sup>8</sup> (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).*

The Services funded by the assessments help prevent, on a year-round basis, the presence of vector-borne diseases on property in the Service Zones. This is another tangible and direct special benefit to property in the Service Zones that would not be received in the absence of the assessments.

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**Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Service Zones.**

The assessments provide new and enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services materially reduce the number of vectors on properties throughout the Service Zones. The lower mosquito and vector populations on property in the Service Zones is a direct advantage to property that serve to increase the desirability and “usability” of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

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<sup>7</sup> Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

<sup>8</sup> Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.<sup>9</sup> The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Service Zones.

The State Legislature made the following finding on this issue:

*“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”<sup>10</sup>*

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### **Protection of economic activity on property in the Service Zones.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments help to prevent the likelihood of such outbreaks in the Service Zones.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Service Zones.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

*The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5*

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<sup>9</sup> Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County and areas in Marin and Sonoma Counties had such high mosquito populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural mosquito populations were lower.

<sup>10</sup> Assembly Concurrent Resolution 52, chaptered April 1, 2003

*million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana. <sup>11</sup>*

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted life spans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

*The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection. <sup>12</sup>*

The Services funded by the assessments help to prevent the likelihood of such outbreaks on property in the Service Zones and reduce the harm to economic activity on property caused by existing mosquito populations. This is another direct advantage in the Service Zones that would not be received in absence of the assessments.

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### **Protection of the Service Zones' agriculture, tourism, and business industries.**

The agriculture, tourism and business industries in the Service Zones benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vectorborne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

*A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry." <sup>13</sup>*

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<sup>11</sup> Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

<sup>12</sup> Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

<sup>13</sup> S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from [http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002\\_CO\\_NB.pdf](http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf)

*Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes*<sup>14</sup>

The assessments serve to protect the businesses and industries in the Service Zones. This is a direct advantage and special benefit to property in the Service Zones.

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### **Reduced risk of nuisance and liability on property in the Service Zones.**

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for residents, employees, customers, tourists, farm workers and guests in the Service Zones. Properties in the Service Zones benefit from the reduced nuisance factor that is created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to horses, livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Service Zones contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Service Zones can also contain significant sources.<sup>15</sup> It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services provided by the District reduce the mosquito and vector related nuisance and health liability to properties in the Service Zones. The reduction of that risk of liability constitutes a special benefit to property in the Service Zones and this special benefit would not be received in absence of the Services funded by the assessments.

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<sup>14</sup> . Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

<sup>15</sup> . Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

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**Improved marketability of property.**

As described previously, the Services specially benefit properties in the Service Zones by making them more useable, livable and functional. The Services also make properties in the Service Zones more desirable, and more desirable properties also benefit from improved marketability. This is another tangible special benefit to certain property in the Service Zones which will not be enjoyed in absence of the Services.<sup>16</sup>

**Benefit Finding**

In summary, the special benefits described in this Report and provision of Services in the Service Zones directly benefit and protect the real properties in the Service Zones in excess of the proposed assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed Fiscal Year 2024-25 assessment rate per benefit unit for Service Zone 1 and Service Zone 2.

**General vs. Special Benefit**

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the assessment area but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

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<sup>16</sup> . If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,”<sup>17</sup> but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

<b>General Benefit</b>	=	<b>Benefit to Real Property Outside the Assessment District</b>	+	<b>Benefit to Real Property Inside the Assessment District that is Indirect and Derivative</b>	+	<b>Benefit to the Public at Large</b>
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Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito and disease protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large. For example, property owners within the Assessment District may request service calls to treat for mosquitoes or other vectors on their property.

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<sup>17</sup> SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.



Hence, arguably, some of the Services benefit the public at large and properties outside the Service Zones. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito, vector and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

### Calculating General Benefit

The assessment is levied on property in the District that previously received no mosquito and vector control service from any government agency. Consistent with *footnote 8* of SVTA v. SCCOSA, and for the reasons described above, the District has determined that all parcels in the Service Zones receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of "over and above" in distinguishing special benefits from general benefits. As applied to an assessment proceeding concurrent with the annexation of new territory and extension of services to that territory, this concept means that the baseline general benefits are zero and that all vector control services, which provide direct advantage to property in the Service Zones, are over and above the zero baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

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#### Benefit to Property Outside the District

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments are provided directly to protect property within the Assessment District from mosquitoes and vector-borne disease. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Service Zones. Since this benefit is conferred to properties outside the district boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that affect properties outside of the Service Zones. Each year, the District provides some of its Services in areas near the boundaries of the Service Zones. By abating mosquito populations near the borders of the Service Zones, the Services may provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Service Zones. If mosquitoes were not controlled inside the Service Zones, more of them would fly from the Service Zones. Therefore control of mosquitoes within the Service Zones provides some benefit to properties outside the Service Zones but within the normal flight range of vectors, in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that are controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Unprotected Areas. This is a measure of the general benefits to property outside the Service Zones because this is a benefit from the Services that is not specially conferred upon property in the assessment area.

The mosquito potential outside the Service Zones is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Service Zones, average concentration of mosquitoes from the Service Zones on properties within two miles of the Service Zones is calculated to be 6%.<sup>18</sup> This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Service Zones and within the destination range to measure this general benefit and is calculated as follows:

<p><b><u>Criteria:</u></b></p> <p>MOSQUITOES MAY FLY UP TO 2 MILES FROM THEIR BREEDING SOURCE.</p> <p>1,136 PARCELS WITHIN 2 MILES OF, BUT OUTSIDE OF THE ASSESSMENT DISTRICT, MAY RECEIVE SOME MOSQUITO AND DISEASE PROTECTION BENEFIT</p> <p>6 % PORTION OF RELATIVE BENEFIT THAT IS RECEIVED</p> <p>53,387 ASSESSABLE PARCELS IN THE ASSESSMENT DISTRICT</p>
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<sup>18</sup> Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

Therefore, for the overall benefits provided by the Services to the Service Zones, it is determined that 0.13% of the benefits are received by the parcels within two miles of the Service Zones boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0 %.

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### **Benefit to Property Inside the District that is Indirect and Derivative**

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Service Zones provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the lack of such protection under current conditions. Further, the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the District was careful to limit it to an area of parcels that will directly receive the Services. All parcels directly benefit from the surveillance, monitoring and treatment that is provided on an equivalent basis throughout the Service Zones in order to maintain the same improved level of protection against mosquitoes and reduced mosquito populations throughout the area. The surveillance and monitoring sites are spread on a balanced basis throughout the area. Mosquito control and treatment are provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases – are received on an equivalent basis by all parcels in the Service Zones. Furthermore, all parcels in the Assessment District directly benefit from the ability to request service from the District and to have a District field technician promptly respond directly to the parcel and address the owner’s or resident’s service need.

The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the assessment district area does not make the benefit general rather than special, so long as the assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. This concept is particularly applicable in situations involving a landowner-approved assessment-funded extension of a local government service to benefit lands previously not receiving that particular service. The District therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits, and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Service Zones.

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### **Benefit To The Public At Large**

With the type and scope of Services to be provided to the Assessment Area, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment Area, any general benefit conferred on the public at large would be small. Nevertheless, there is some indirect general benefit to the public at large.

The public at large uses the public highways and other regional facilities, and when traveling in and through the Assessment Area they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of area of highways and other regional facilities within the Assessment Area relative to the overall land area. An analysis of maps of the Assessment Area shows that approximately 3.0% of the land area in the Assessment Area is covered by highways and other regional facilities. This 3.0% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment Area

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### **Summary of General Benefits**

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 4.0% of the benefits conferred by the Mosquito and Disease Control Assessment may be general in nature and should be funded by sources other than the assessment.

<b>General Benefit Calculation</b>	
<b>1.0%</b>	<b>(Outside the Assessment District)</b>
<b>+ 0.0%</b>	<b>(Property within the Assessment District)</b>
<b>+ 3.0%</b>	<b>(Public at Large)</b>
<b>= 4.0%</b>	<b>(Total General Benefit)</b>

The estimated cost of the Services for Fiscal Year 2024-25 is \$1,558,700. Of this total amount, the existing District must contribute at least \$62,348, or 4% of the total budget from sources other than the Service Zone No. 1 and Service Zone No. 2 Assessment. The District contribution from other sources is \$798,943, or approximately 51.3% of the total budget, which more than offsets any general benefits from the Service Zone No. 1 and Service Zone No. 2 Assessment Services.

## Zones of Benefit

The boundaries of the Service Zones have been carefully drawn to include the properties in Santa Barbara County that did not receive mosquito and disease control services prior to the assessment and that materially benefit from the Services. Such parcels are in areas with a material population of people, pets and livestock on the property. The current and future population of property is a conduit of benefit to property because people, pets and livestock are ultimately affected by mosquitoes and vector-borne diseases and the special benefit factors of desirability, utility, usability, livability and marketability are ultimately determined by the population and usage potential of property.

Certain other properties in the northern and western portion of the County were excluded from the Service Zones because these properties are generally in more remote and mountainous areas and they support a very low population. In other words, the boundaries of the Service Zones have been narrowly drawn to include only properties that specially benefit from the mosquito control services, and previously did receive services from the District.

The SVTA vs. SCCOSA decision indicates:

*In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”*

*We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).*

In the assessment, the advantage that each parcel receives from the mosquito control services is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. Therefore, the even spread of assessment throughout the narrowly drawn district is indeed consistent with the OSA decision.

The District's mosquito, vector, and disease control programs, projects and services are funded by Service Zone No. 1 and Service Zone No. 2. Service Zone No. 1 includes the original service area of the Mosquito and Vector Management District of Santa Barbara County, including the City of Goleta, the City of Santa Barbara Municipal Airport, and most of the unincorporated territory of the Goleta Valley, including the communities of Hope Ranch and Isla Vista. Service Zone No. 2 contains the territory of the dissolved Carpinteria Mosquito Abatement District, including the City of Carpinteria and the Carpinteria Valley. In addition, Service Zone No. 1 also includes the Extension Areas that were annexed into the District in 2004, including the unincorporated areas of Montecito, Mission Canyon, Summerland, Hidden Valley, and the Goleta and Carpinteria Foothills in southern Santa Barbara County, as well as the previously non-serviced portions of the City of Santa Barbara.

## Method of Assessment

As previously discussed, the assessments fund comprehensive, year-round mosquito control and disease surveillance and control Services that clearly confer special benefits to properties in the Service Zones. These benefits can partially be measured by the property owners, guests, employees, tenants, pets and animals who enjoy a more habitable, safer and more desirable place to live, work or visit. As noted, these benefits ultimately flow to the underlying property.

Therefore, the apportionment of benefit is partially based on people who potentially live on, work at, or otherwise use the property. This methodology of determining benefit to property through the extent of use by people is a commonly used method of apportionment of benefits from assessments.

Moreover, assessments have a long history of use in California and are in large part based on the principle that any benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred to the underlying property.<sup>19</sup>

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<sup>19</sup> For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: "Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city's sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense."

With regard to benefits and source locations, the assessment engineer determined that since mosquitoes readily fly from their breeding locations to all properties in their flight range and since mosquitoes are actually attracted to properties occupied by people or animals, the benefits from mosquito control extend beyond the source locations to all properties that would be a “destination” for mosquitoes and other vectors. In other words, the control and abatement of mosquito and vector populations ultimately confers benefits to all properties that are a destination of mosquitoes and vectors, rather than just those that are sources of mosquitoes.

Although some primary mosquito sources may be located outside of residential areas, residential properties can and do generate their own, often significant, populations of mosquitoes and vector organisms. For example, storm water catch basins in residential areas in the Service Zones are a common source of mosquitoes. Since the typical flight range for a female mosquito, on average, is 2 miles, most homes in the Service Zones are within the flight zone of many mosquito sources. Moreover, there are many other common residential sources of mosquitoes, such as miscellaneous backyard containers, neglected swimming pools, leaking water pipes and tree holes. Clearly, there is a potential for mosquito sources on virtually all property. More importantly, all properties in the Service Zones are within the destination range of mosquitoes and most properties are actually within the destination range of multiple mosquito source locations.

Because the Services are provided throughout the Service Zones with the same level of control objective, mosquitoes can rapidly and readily fly from their breeding locations to other properties over a large area, and there are current or potential breeding sources throughout the Service Zones, the Assessment Engineer determined that all similar properties in the Service Zones have generally equivalent mosquito “destination” potential and, therefore, receive equivalent levels of benefit.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise, an assessment exclusively for agricultural land was considered but deemed inappropriate because other types of property, such as residential and commercial, also receive the special benefit factors described previously.

A fixed or flat assessment was deemed to be inappropriate because larger residential, commercial and industrial properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site. The larger property generally has a larger coverage area and higher usage by employees, customers, tourists and guests that benefit from reduced mosquito and vector populations, as well as the reduced threat from diseases carried by mosquitoes and other vectors. This benefit ultimately flows to the property.) Larger commercial, industrial and apartment parcels, therefore, receive an increased benefit from the assessments.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential and its destination potential for mosquitoes. This method is further described below.

The method and formulas for calculating and allocating annual assessments to property in the Service Zones was established by the Resolution 96-01 by the District Board of Trustees of the Goleta Valley Vector Control District in May, 1996 and by Resolution 96-01 by the District Board of Trustees of the Carpinteria Mosquito Abatement District in June, 1996, and is described in detail in a report entitled “Staff Report on the Need for Implementing the Benefit Assessment Funding Mechanism Based on Land Use” approved May 14, 1996 on file in the office of the District. The method and formulas are summarized below.

## Assessment Apportionment

The special benefits derived from the Mosquito and Disease Control Assessment are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status, such as age or number of dependents. However, it is ultimately people who do or could use the property and who enjoy the special benefits described above. The opportunity to use and enjoy property within the Service Zones without the excessive nuisance, diminished “livability” or the potential health hazards brought by mosquitoes and the diseases they carry is a special benefit to properties in the Service Zones. This benefit can be in part measured by the number of people who potentially live on, work at, visit or otherwise use the property, because people ultimately determine the value of the benefits by choosing to live, work and/or recreate in the area, and by choosing to purchase property in the area.<sup>20</sup>

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<sup>20</sup> Benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.



In order to apportion the cost of the Services to property, each property in the Service Zones is assigned a relative special benefit factor. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a "benchmark" parcel in the Service Zones. The "benchmark" property is the single family detached dwelling on a parcel of less than one acre. This benchmark parcel is assigned one Single Family Equivalent benefit unit or one SFE.

The special benefit conferred upon a specific parcel is derived as a sum function of the applicable special benefit type (such as improved safety, i.e., disease risk reduction, on a parcel for a mosquito assessment), and the parcel-specific attributes (such as the number of residents living on the parcel for a mosquito assessment) which supports that special benefit. Calculated special benefit increases accordingly with an increase in the product of special benefit type and supportive parcel-specific attribute.

The calculation of the special benefit per property is summarized in the following equation:

$$\text{Special Benefit (per parcel)} = \sum f(\text{Special Benefits, Property Specific Attributes}^1)_{(\text{per parcel})}$$

1. Such as use, property type, and size.

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### Residential Properties

Single family homes, condominiums, and mobile homes on mobile home pads are assigned the basic unit of benefit for vector control services. This category is described as individual homes. The benefit unit for these categories of land use is 1.0.

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### Multi-Family Properties

Multi-Family properties consist of more than one family thus increasing the benefit received for that individual property. The amount of benefit received increases for Multi-Family properties with a large number of family units. Specifically, this category is segmented into two functions: Multi-Family properties ranging from 2-4 units and Multi-family properties with 5 or more units.

For Multi-family residences up to 4 units, the benefit unit assigned is 1.25.

For Multi-family residences with 5 or more units, the benefit unit assigned is 1.5.

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### Commercial Properties

All commercial properties experience increased benefit from vector control services due to the higher numbers of people using the property on a transient basis, including employees and the public. This property includes uses such as department stores, service stations, restaurants, and professional buildings. This category receives significantly higher benefit because it is continuously utilized at intense levels and is therefore assigned 1.75 benefit units.

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### Institutional, Industrial, and Recreational

These properties experience the greatest increased benefit from vector control services due to continual transient use by high numbers of employees, customers and recreationalists. The uses associated with these properties also include the use of transportation of goods and people from outside of the area and includes increased benefits from mosquito and other vector control. This category includes such categories as manufacturing, warehousing, open storage, recreation areas, auditoriums, stadiums, golf courses, and colleges. The benefit unit assigned to this category is 2.0.

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### **Vacant and Agriculture Properties**

Vacant properties consist of undeveloped parcels in all land use categories. These parcels are unoccupied and therefore receive a more limited benefit. Farm parcels are similar to undeveloped parcels in that they are generally unoccupied. The amount of benefit is limited to a lesser degree. The benefit unit assigned to this category is 0.75.

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### **Exempt Government Properties**

Government parcels are exempt from the special assessment since they were not included in the original assessment schematic prior to Proposition 218. In lieu of the assessment, the District provides services under contract with these parcels, and the parcels are in turn billed directly by the District for abatement costs, according to the provisions of the California State Health and Safety Code.

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### **Other Properties**

All properties that are specially benefited are assessed. Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

## **Duration of Assessment**

It is proposed that the Assessment be levied for fiscal year 2024-25 and continued every year thereafter, so long as mosquitoes remain in existence and the Mosquito and Vector Management District of Santa Barbara County requires funding from the Assessment for its Services in the Service Zones. As noted previously, the Assessment can continue to be levied annually after the Mosquito and Vector Management District of Santa Barbara County Board of Trustees approves an annually updated Engineer's Report, budget for the Assessment, Services to be provided, and other specifics of the Assessment. In addition, the District Board of Trustees must hold an annual public hearing to continue the Assessment.

## Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the General Manager of the Mosquito and Vector Management District of Santa Barbara County or his or her designee. Any such appeal is limited to correction of an assessment during the then current Fiscal Year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Santa Barbara for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager, or his or her designee, shall be referred to the Board. The decision of the Board shall be final.

## Assessment

**Whereas**, the Board contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for an assessment district and an assessment of the estimated costs of Services, and the special and general benefits conferred thereby, upon all assessable parcels within the Service Zone No. 1 and Service Zone No. 2;

**Now, therefore**, the undersigned in accordance with the provisions of Article XIID of the California Constitution, the Government Code and the Health and Safety Code and the order of the Board of said Mosquito and Vector Management District of Santa Barbara County, hereby make the following determination of a continued assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Service Zone No. 1 and Service Zone No. 2.

The District has evaluated and estimated the costs of providing the Services to the Service Zones. The estimated costs are summarized in Figure 1 and detailed in Figure 2, below.

The amount to be paid for the services and improvements and the expenses incidental thereto, to be paid by the Mosquito and Vector Management District of Santa Barbara County for the fiscal year 2024-25 is generally as follows:

**Figure 2 – Summary Cost Estimate, FY 2024-25**

Vector & Disease Control Services	\$1,498,650
Administrative Costs	\$60,050
TOTAL BUDGET	<u>\$1,558,700</u>
Less:	
General Fund Contribution	(\$798,943)
Net Amount To Assessments	<u><u>\$759,757</u></u>

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Service Zones. The distinctive number of each parcel or lot of land in the Service Zones is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Service Zones, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in this Engineer's Report.

The assessment determination is made upon the parcels or lots of land within the Service Zones in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

The District may finance the cost of acquiring or constructing capital facilities over time and pledge a portion of assessment revenues received in any fiscal year towards the repayment of the principal amount of such borrowed funds together with interest over the repayment period.

The assessment for Service Zone 1 is subject to an annual adjustment tied to the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area as of March of each succeeding year (the "CPI"), with a maximum annual rate not to exceed \$20.00 per benefit unit. Any CPI increase not levied in any given year shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in future years. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of the change in the CPI plus any Unused CPI as described above.

The assessment rate for Service Zone 1 for Fiscal Year 2024-25 was \$12.37 per single family equivalent benefit unit. The annual change in the CPI from March 2023 to March 2024 was 3.50%. The calculated maximum authorized assessment rate for Fiscal Year 2024-25 is \$12.88 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report justifies an assessment rate of \$12.80 and hence, proposes assessments for fiscal year 2024-25 at the rate of \$12.80 per single family equivalent benefit unit, which is less than the maximum authorized assessment rate.

The assessment for Service Zone 2 is not subject to a CPI limitation. However, the maximum assessment rate may not exceed \$16.00 per benefit unit. The estimate of cost and budget in this Engineer's Report also proposes assessments for Service Zone 2 for fiscal year 2024-25 at the rate of \$12.80 per single family equivalent benefit unit, which is less than the maximum authorized assessment rate.

Following Board preliminary approval of the Engineer's Report and the assessments it establishes for fiscal year 2024-25, the assessments may continue to be levied annually and may be adjusted by the maximum rates allowed by Resolution 96-01 adopted by the District Board of Trustees of the Goleta Valley Vector Control District in May, 1996 and by Resolution 96-01 adopted by the District Board of Trustees of the Carpinteria Mosquito Abatement District in June, 1996, without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Santa Barbara for the fiscal year 2024-25. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County of Santa Barbara.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the proposed amount of the assessment for the fiscal year 2024-25 for each parcel or lot of land within the said Service Zone No.1 and Service Zone No. 2.

Dated: May 2, 2024



Engineer of Work

A handwritten signature in black ink that reads "John W. Bliss".

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By John W. Bliss, License No. C52091

## Appendices

Appendix A – Assessment Diagram

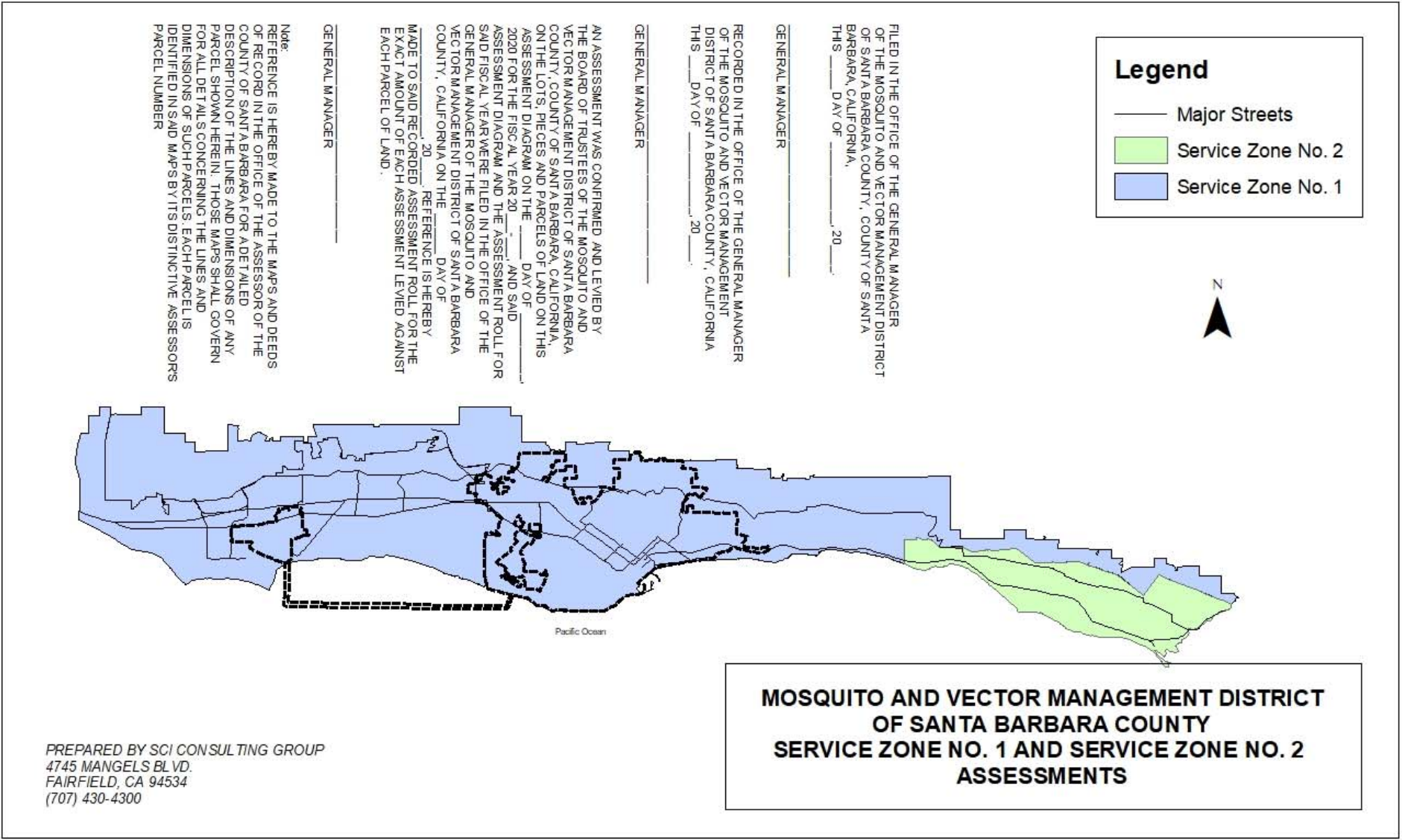
Appendix B – Assessment Roll



## Appendix A – Assessment Diagram

The Mosquito and Vector Management District of Santa Barbara County Assessment areas include all properties within Service Zone No. 1 and Service Zone No. 2.

The boundaries of Service Zone No. 1 and Service Zone No. 2 are displayed on the following Assessment Diagram.



**Note:**  
 REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SANTA BARBARA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

GENERAL MANAGER \_\_\_\_\_

MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

GENERAL MANAGER \_\_\_\_\_

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF TRUSTEES OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY, COUNTY OF SANTA BARBARA, CALIFORNIA, ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 FOR THE FISCAL YEAR 20\_\_\_\_ AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY, CALIFORNIA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ REFERENCE IS HEREBY

GENERAL MANAGER \_\_\_\_\_

RECORDED IN THE OFFICE OF THE GENERAL MANAGER OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY, CALIFORNIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

GENERAL MANAGER \_\_\_\_\_

FILED IN THE OFFICE OF THE GENERAL MANAGER OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY, COUNTY OF SANTA BARBARA, CALIFORNIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**Legend**

- Major Streets
- Service Zone No. 2
- Service Zone No. 1



**MOSQUITO AND VECTOR MANAGEMENT DISTRICT  
 OF SANTA BARBARA COUNTY  
 SERVICE ZONE NO. 1 AND SERVICE ZONE NO. 2  
 ASSESSMENTS**

PREPARED BY SCI CONSULTING GROUP  
 4745 MANGELS BLVD.  
 FAIRFIELD, CA 94534  
 (707) 430-4300

## **Appendix B – Assessment Roll, FY 2024-25**

Reference is hereby made to the Assessment Roll in and for the Assessment District on file in the office of the General Manager of the District, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

**CALIFORNIA HEALTH AND SAFETY CODE**  
CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS

Article 8. Zones

2090. (a) Whenever a board of trustees determines that it is in the public interest to provide different services, to provide different levels of service, or to raise additional revenue within specific areas of the district, it may form one or more zones pursuant to this article.
- (b) The board of trustees shall initiate proceedings for the formation of a new zone by adopting a resolution that does all of the following:
- (1) States that the proposal is made pursuant to this article.
  - (2) Sets forth a description of the boundaries of the territory to be included in the zone.
  - (3) States the different services, the different levels of service, or additional revenues which the zone will provide.
  - (4) Sets forth the methods by which those services or levels of service will be financed.
  - (5) States the reasons for forming the zone.
  - (6) Proposes a name or number for the zone.
- (c) A proposal to form a new zone may also be initiated by a petition signed by not less than 10 percent of the registered voters residing within the proposed zone. The petition shall contain all of the matters required by subdivision (b).
- (d) Upon the adoption of a resolution or the receipt of a valid petition, the board of trustees shall fix the date, time, and place for the public hearing on the formation of the zone. The board of trustees shall publish notice of the hearing, including the information required by subdivision (b), pursuant to Section 6061 of the Government Code in one or more newspapers of general circulation in the district. The board of trustees shall mail the notice at least 45 days before the date of the hearing to all owners of property within the proposed zone. The board of trustees shall post the notice in at least three public places within the territory of the proposed zone.
2091. (a) At the hearing, the board of trustees shall hear and consider any protests to the formation of a zone pursuant to this article. The board of trustees shall terminate the proceedings, if, at the conclusion of the hearing, it determines either of the following:
- (1) More than 50 percent of the total number of voters residing within the proposed zone have filed written objections to the formation.
  - (2) Property owners who own more than 50 percent of the assessed value of all taxable property within the proposed zone have filed written objections to the formation. If the board of trustees determines that the written objections have been filed by 50 percent or less of those voters or property owners, then the board of trustees may proceed to form the zone.
- (b) If the resolution or petition for formation of a zone proposes that the zone use special taxes, special benefit assessments, or fees for property-related services to finance its purposes, the board of trustees shall proceed according to law. If the voters or property owners do not approve those funding methods, the zone shall not be formed.
2092. (a) A board of trustees may change the boundaries of a zone or dissolve a zone by following the procedures in Sections 2090 and 2091.
- (b) Except as provided in Section 56886 of the Government Code, a local agency formation commission shall have no power or duty to review and approve or disapprove a proposal to form a zone, a proposal to change the boundaries of a zone, or a proposal to dissolve a zone.

2093. (a) As determined by the board of trustees, a zone may provide any service at any level or levels within its boundaries that the district may provide.
- (b) As determined by the board of trustees and pursuant to the requirements of this chapter, a zone may exercise any fiscal powers within its boundaries that the district may exercise.
- (c) Any special taxes, special benefit assessments, or fees which are intended solely for the support of services within a zone shall be levied, assessed, and charged within the boundaries of the zone.

## General Manager's Report for June 2024

1. The District's website had 18,463 views, 615 avg. per day, in June (24,614 web page views, avg. 794 per day, in May).
2. K. Schultz attended the Pacific Southwest Center of Excellence in Vector-Borne Diseases webinars --"Reservoir Targeted Treatment Approaches to Lower Human Risk of Lyme Disease in the Western United States" and "Gene Flow of Larvicide Resistance in Culex pipiens Complex in Salt Lake City, UT". 6/4.
3. GM Cabrera attended the San Francisco IPM Committee virtual meeting including the webinar, "The 3 'R's' of Integrated Rodent Management: Realizable, Reduced-Risk, and Responsible". 6/6.
4. GM Cabrera met with a representative from the Employment Risk Management Authority for a District Policy & Procedure Review. 6/11.
5. GM Cabrera attended the webinar: "Workplace Violence Prevention Planning – How New Regulations, Like California SB 553, Will Affect You." 6/20.
6. V. Ibarra and GM Cabrera met with Santa Barbara Airport administrators, including Airport Director Chris Hastert, for a tour of the Goleta Slough on SBA property for a firsthand look at areas that need vegetation clearing in order for District staff to conduct mosquito abatement activities. 6/24.
7. Entire staff attended the American Mosquito Control Association continuing ed webinar: "Drone Regulations for Mosquito Control Agencies"

### Upcoming:

1. GM Cabrera will be out of the office from Monday, July 22 through Friday, August 2.