



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

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

Dr. Charles Blair, Santa Barbara County (12/08/27)

Joe Franken, City of Carpinteria (1/31/25)

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

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

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

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.

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

REGULAR 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/84445988004> (MEETING ID: 844 4598 8004; PASSCODE: 663934; DIAL IN FOR AUDIO ONLY: 1-669-444-9171 or 1-408-638-0968, ID: 844 4598 8004#). 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 FOR INSTRUCTIONS ON HOW TO ACCESS THE MEETING.

FEBRUARY 8, 2024, 1:00 PM

AGENDA

1. ROLL CALL

2. INTRODUCTION OF NEW TRUSTEE DANICA TABER, REPRESENTING THE CITY OF GOLETA, AND ADMINISTRATION OF THE OATH OF OFFICE.

3. 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.

4. CONFIRMATION OF AGENDA

5. STAFF ANNOUNCEMENTS regarding District business

A. Nominations and selection of Board of Trustees officers for 2024.

6. CORRESPONDENCE

- A.** Results of the January 2024 Santa Barbara County California Special District Association Chapter Elections (Page 3)

7. 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.

8. 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 January 11, 2024 Regular Board Meeting (Page 4)
- B.** Approval of the January Disease Surveillance Report (Page 7)
- C.** Approval of the January District Operations Report (Page 10)

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

- A.** Accept and file the January Financial Statements for County Fund 4160 (Page 11)
- B.** Accept and file the January Disbursement Report (Page 16)
- C.** Accounts receivable contracts' status (5909 Misc. Revenue) (Page 21)
- D.** Update on District building repair and improvement projects.

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

- A.** Consider and approve Mosquito Management Plan for Oceano Dunes State Vehicular Recreational Area and Standard Agreement for California Department of Parks and Recreation (Page 22)
- B.** Consider and approve engagement agreement for legal counsel services to be provided by Jena Acos, Attorney at Law with Brownstein Hyatt Farber Schreck, LLP. (Page 33)
- C.** Consider and approve the District's Service Agreement renewal with SCI Consulting Group. (Page 40)

With the renewal SCI will continue to serve as the Engineer of Work to provide professional consulting and levy administration services for the District, including the production of the District's annual Engineer's Report, determining the annual assessments for Service Zone's 1 and 2 and all work related to the administration of these services.

11. REVIEW OF THE CALIFORNIA HEALTH & SAFETY CODE, CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS, ARTICLE 5. ABATEMENT, §§ 2060, 2061, 2062, 2063, 2064, 2065, 2066 and 2067. (Page 47)

12. REQUESTS FOR FUTURE AGENDA ITEMS

13. GENERAL MANAGER'S REPORT (Page 50)

14. BOARD ANNOUNCEMENTS

15. ADJOURNMENT (Next scheduled meeting: 1:00 PM; Thursday, March 14, 2024)

The results of the January SB County Chapter elections are as follows:

EXECUTIVE COMMITTEE

President: Jay Freeman - Director, Isla Vista Community Services District
Vice President: Sharon ROSE - Director, Goleta Sanitary District
Secretary: Cynthia Allen - GM, Vandenberg Village Community Services District
Treasurer: Veronica Reade - Employee, Santa Maria Public Airport District
Past-President Hugh Rafferty - Mosquito and Vector Management District of Santa Barbara County

MEMBERS AT LARGE

Craig Geyer Director, Goleta West Sanitary District
Robert Thomas Director, Goleta West Sanitary District
Ron Stassi Director, Vandenberg Village Community Services District
Carol Reynolds Employee, Mission Hills Community Services District

MOSQUITO AND VECTOR MANAGEMENT DISTRICT
of Santa Barbara County
MINUTES OF REGULAR MEETING OF TRUSTEES
January 11th, 2024

The regular meeting of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County was held at 1:00 PM, on Thursday, January 11th, 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 Teri Jory (remotely)
Trustee Joe Franken
Trustee Barbara Silver
Trustee Russell Dahlquist
Trustee Hugh Rafferty
Trustee Charles Blair

TRUSTEES ABSENT:

None.

IN ATTENDANCE:

Brian Cabrera, General Manager
Jessica Sprigg, Administrative Assistant
Carrie Troup, CPA

2. ADMINISTRATION OF OATH OF OFFICE TO TRUSTEES HUGH RAFFERTY AND CHARLES BLAIR WHO HAVE BEEN REAPPOINTED TO THE BOARD.

-President Williams administered the oath to Trustees Rafferty and Blair.

3. 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

-Vice-President Jory requested to participate remotely using video and audio technology due to her need to care for her family member. No one over the age of 18 was in the room with her.

4. CONFIRMATION OF AGENDA

-No changes requested.

5. Staff announcements regarding District business

A. 2024 Cooperative Pesticide Use Agreement with the CA Department of Public Health has been submitted.

6. CORRESPONDENCE

-None.

7. 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.
8. 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 December 14th, 2023 Regular Board Meeting
 - B. Approval of the December Disease Surveillance Report
 - C. Approval of the December District Operations Report
-It was moved by Trustee Blair and seconded by Trustee Rafferty to approve the Items of General Consent. Motion passed 7-0-0 by roll call vote.
9. OLD BUSINESS. The Board will discuss and may take action on the following items:
 - A. Accept and file the December Financial Statements for County Fund 4160
-Accepted and filed following discussion.
 - B. Accept and file the December Disbursement Report
-Accepted and filed following discussion.
 - C. Accounts receivable contracts' status (5909 Misc. Revenue)
-All contracts are currently up to date but will need to be updated for FY 24-25.
 - D. Update on District building repair and improvement projects.
-Board suggested that GM Cabrera contact a project manager and an architect to discuss possible improvement projects to the building and get an idea of what an RFP would entail.
 - E. Update on selection of the District's new legal counsel, Jena Acos.
-An agreement will be on the agenda for approval at the February meeting.
10. NEW BUSINESS. The Board will discuss and may take action on the following items:
 - A. Discuss and select a nominee to serve as the Regular Special District Member on Santa Barbara LAFCO.
Per LAFCO's instruction, the Mosquito District Board's Presiding Officer will cast the vote in LAFCO elections.
-Trustee Blair made a motion to nominate Craig Geyer. Motion seconded by Trustee Dahlquist and passed 7-0-0 by roll call vote.
 - B. Consider and approve attendance at the 2024 MVCAC Annual Conference in Monterey, CA, January 21-23, for Vector Biologist Technician Karen Schultz and Administrative Assistant Jessica Sprigg:
Registration = \$300 x 2; Meals = \$180 x 2; Hotel = \$579 x 2; Estimated total = \$2,118
-It was moved by Trustee Franken and seconded by Trustee Blair to approve attendance. Motion passed 7-0-0 by roll call vote.
11. REVIEW OF THE CALIFORNIA HEALTH & SAFETY CODE, CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS, ARTICLE 4, §§ 2053, 2054, and 2055.
-GM Cabrera briefly discussed what these sections of the Health and Safety Code address. Board suggested that technicians carry copies of the code in their vehicles in case they find the need to reference it in the course of their work.

- 12. REQUESTS FOR FUTURE AGENDA ITEMS
-Election of board officers will occur at the February meeting.
- 13. GENERAL MANAGER'S REPORT
-Biologist Technician Karen Schultz renewed her status as a Board Certified Entomologist by completing the required continuing education requirements for that distinction.
- 14. BOARD ANNOUNCEMENTS
*-Trustee Silver was appointed to the City of Santa Barbara Integrative Pest Management Committee.
-The SBCCSDA meeting will be held on January 22nd in Buellton.*
- 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:

BY:

APPROVED:

Robert Williams
Board President

Teri Jory
Vice-President



MOSQUITO and VECTOR MANAGEMENT DISTRICT of SANTA BARBARA COUNTY

DISEASE SURVEILLANCE REPORT

January 2024

Santa Barbara County Vector-borne Disease Surveillance

No trapping was conducted in January due to a combination of low nighttime temperatures and a lack of complaints received from residents. No mosquitoes or dead birds were collected in January. There were no detections of West Nile virus (WNV) in the County in 2023. St. Louis encephalitis virus (SLE) and Western equine encephalitis virus have never been documented in the county.

Three trails were surveyed for ticks by flagging* last month.

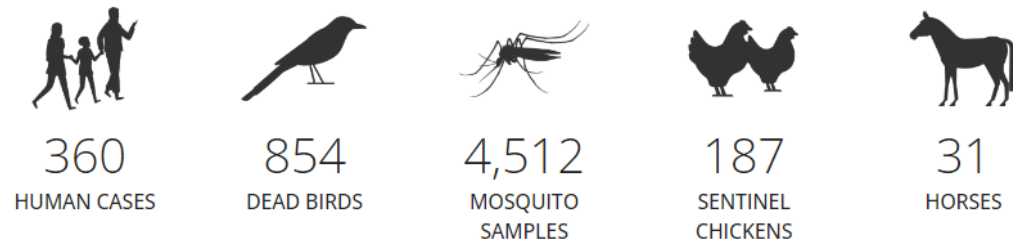
1. 1/5/2024 **Fish & Game**, Los Carneros Rd. x Mesa Rd.: no ticks
2. 1/8/2024 **More Mesa**, Shoreline Goleta Valley: *Ixodes pacificus* (a vector of Lyme disease): 1 male
3. 1/29/2024 **Andree Clark Bird Refuge**: no ticks

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

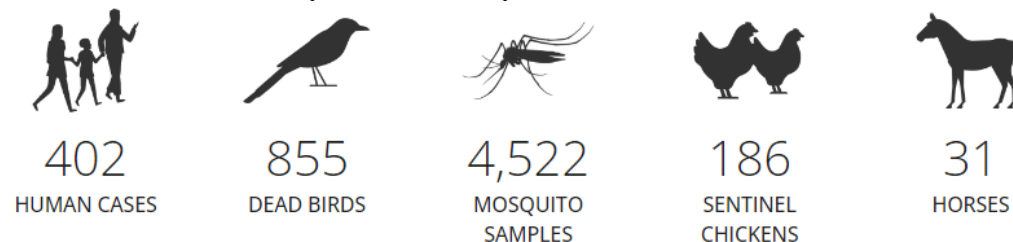
California Vector-borne Disease Surveillance

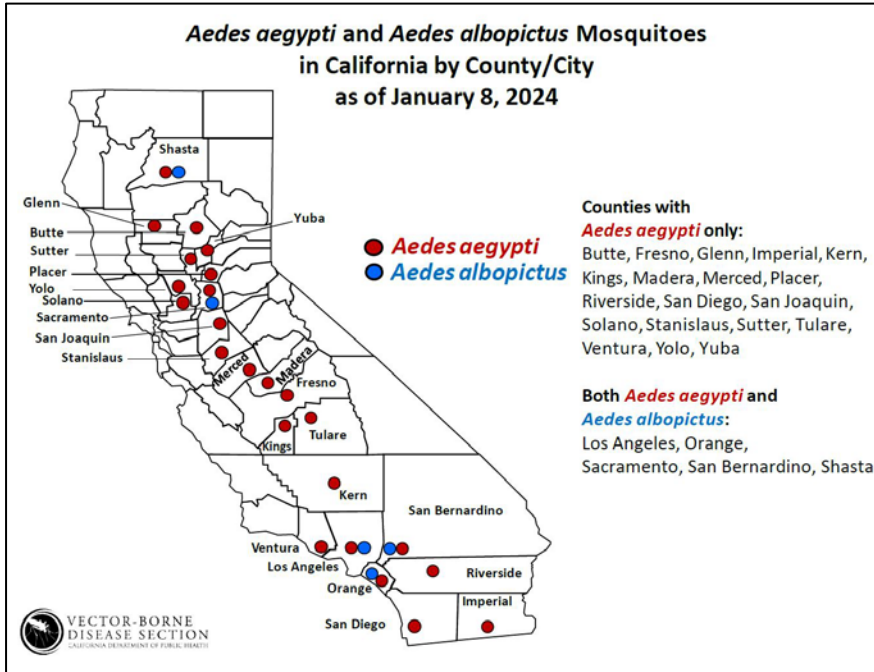
For the year 2023, WNV was detected in 41 counties. **Seventeen human cases were fatal.** On October 13, the WNV dead bird program switched to only online reporting and limited testing until April. Eighteen human cases of SLE infection were reported in CA in 2023; 728 SLE-positive mosquito pools were reported in 15 counties. Both neighboring Ventura and San Luis Obispo counties had detections of WNV in 2023. Ventura County had one human case and four positive dead birds. SLO had two humans, one dead bird, and two horses that tested positive.

California WNV activity as of January 2, 2024



California WNV activity as of February 1, 2024



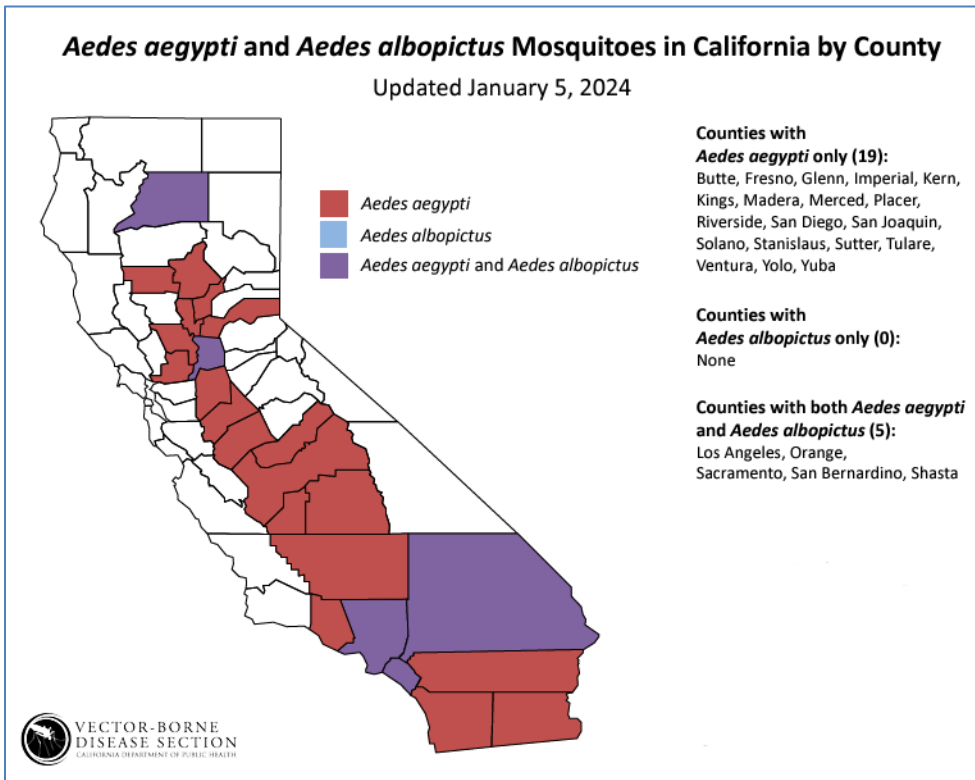


Invasive *Aedes* Mosquito Update

No invasive *Aedes* species have been detected in Santa Barbara County since May 2021. Santa Barbara, along with four other 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 the Los Angeles area in October. Trapping and testing around these finds have not revealed any dengue-positive mosquitoes. Non-native *Aedes* mosquitoes, capable of vectoring dengue, Zika, chikungunya, and yellow fever are common in the LA

area. In 2023, there were 105 travel-related human dengue cases in California; Santa Barbara County Public Health has reported three travel-related human cases.





Female *Aedes washinoi*. Wing scales are shown to differentiate from *Aedes squamiger*, which has rounded wing scales.

Floodwater or Willow Mosquito

Aedes washinoi

Aedes washinoi larvae develop in wetlands and vernal pools that are flooded by winter rain. There is typically one generation per year (this is referred to as a univoltine species). Eggs are laid on moist soil or vegetation as water dries-up in late spring/early summer. Eggs hatch the following winter when rain water accumulates. Metamorphosis from the larval stage to the adult stage takes about 30 days. Adult females, staying within one half mile of their larval sources, are aggressive day-biters that will readily feed on humans. One strategy that the District uses against this mosquito is “pre-treatment” in which larvicide briquets can be placed in historically mosquito-prone habitats before winter rains occur. About 60 acres are pre-treated in Santa Barbara County each autumn. Treatment is notably easier while the habitats are dry; pre-treatment also prevents technicians from making footprints in the mud (which can fill with water and become mosquito breeding sites) and from being overwhelmed with work in the thirty days after habitat flooding. *Aedes washinoi*, named after University of California, Davis entomologist and professor emeritus Dr. Robert Washino, is not known to be a vector of any human pathogens.

Mosquito and Vector Management District of Santa Barbara County

Report of District Operations - January 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	47.5	12.5			1											60.0
Goleta Valley	40.0	13.5														53.5
Rancho Embarcadero	2.0	0.5														2.5
Isla Vista	11.0															11.0
Hope Ranch																0.0
Hidden Valley																0.0
Santa Barbara area	19.5	1.5	1	1											2	21.0
Mission Canyon									1.0	1						1.0
Montecito	6.0															6.0
Summerland	0.5															0.5
Carpinteria	5.0	1.5														6.5
Carpinteria Valley	14.0	3.0							1.0	2						18.0
Carp Salt Marsh	8.0	5.5														13.5
Camino Real																0.0
Storke Ranch	1.0	1.5														2.5
Goleta Sanitary																0.0
City of Goleta	4.5	1.0														5.5
UCSB	35.0	35.0														70.0
Santa Barbara Airport	16.5	8.5														25.0
City of Santa Barbara	5.5	2.0														7.5
SoCalGas	2.0	0.5														2.5
South County total	218.0	86.5	1	1	1	0.0	0.0	0	2.0	3	0.0	0.0	0.0	0	2	306.5
Unincorporated North County	5.5				1											5.5
North County total	5.5	0.0	0	0	1	0.0	0.0	0	0.0	0	0.0	0.0	0.0	0	0	5.5
Pismo Beach	8.5	4.5														13.0
Oceano Dunes																0.0
San Luis Obispo																0.0
SLO County total	8.5	4.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.00
Monthly Totals	232.0	91.0	1	1	2	0.0	0.0	0	2.0	3	0.0	0.0	0.0	0	2	325.00
Year to Date	232.0	91.0	1.0	1.0	2.0	0.0	0.0	0.0	2.0	3.0	0.0	0.0	0.0	0.0	2.0	

	This Month	Year to Date
Total Inspection Hours	234.0	225.5
Total Treatment Hours	91.0	86.5
Total Mileage	2,700.0	2,700.0

Financial Status (Real-Time)

As of: 1/31/2024 (59% 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	1/31/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Revenues				
Taxes				
3010 -- Property Tax-Current Secured	518,000.00	310,589.81	-207,410.19	59.96 %
3011 -- Property Tax-Unitary	7,700.00	4,581.04	-3,118.96	59.49 %
3015 -- PT PY Corr/Escapes Secured	0.00	987.17	987.17	--
3020 -- Property Tax-Current Unsecd	19,800.00	20,809.01	1,009.01	105.10 %
3023 -- PT PY Corr/Escapes Unsecured	300.00	671.86	371.86	223.95 %
3028 -- RDA Pass-through Payments	3,600.00	4,391.23	791.23	121.98 %
3029 -- RDA RPTTF Resid Distributions	7,000.00	8,935.09	1,935.09	127.64 %
3040 -- Property Tax-Prior Secured	0.00	-104.98	-104.98	--
3050 -- Property Tax-Prior Unsecured	500.00	679.43	179.43	135.89 %
3054 -- Supplemental Pty Tax-Current	7,100.00	5,994.16	-1,105.84	84.42 %
3056 -- Supplemental Pty Tax-Prior	200.00	119.86	-80.14	59.93 %
Taxes	564,200.00	357,653.68	-206,546.32	63.39 %
Fines, Forfeitures, and Penalties				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	45.77	45.77	--
Fines, Forfeitures, and Penalties	0.00	45.77	45.77	--
Use of Money and Property				
3380 -- Interest Income	17,000.00	21,940.69	4,940.69	129.06 %
Use of Money and Property	17,000.00	21,940.69	4,940.69	129.06 %
Intergovernmental Revenue-State				
4220 -- Homeowners Property Tax Relief	2,300.00	1,042.15	-1,257.85	45.31 %
Intergovernmental Revenue-State	2,300.00	1,042.15	-1,257.85	45.31 %
Intergovernmental Revenue-Other				
4840 -- Other Governmental Agencies	18,000.00	9,306.40	-8,693.60	51.70 %
Intergovernmental Revenue-Other	18,000.00	9,306.40	-8,693.60	51.70 %

Financial Status (Real-Time)

As of: 1/31/2024 (59% 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	1/31/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Charges for Services				
4877 -- Other Special Assessments	726,000.00	425,104.53	-300,895.47	58.55 %
Charges for Services	726,000.00	425,104.53	-300,895.47	58.55 %
Miscellaneous Revenue				
5891 -- Refunds/Repayments	6,000.00	0.00	-6,000.00	0.00 %
5909 -- Other Miscellaneous Revenue	160,000.00	73,869.52	-86,130.48	46.17 %
Miscellaneous Revenue	166,000.00	73,869.52	-92,130.48	44.50 %
Revenues	1,493,500.00	888,962.74	-604,537.26	59.52 %
Expenditures				
Salaries and Employee Benefits				
6100 -- Regular Salaries	525,000.00	276,161.94	248,838.06	52.60 %
6210 -- Commissioner/Director/Trustee	10,000.00	5,200.00	4,800.00	52.00 %
6400 -- Retirement Contribution	186,000.00	93,831.53	92,168.47	50.45 %
6475 -- Retiree Medical OPEB	21,000.00	3,979.98	17,020.02	18.95 %
6500 -- FICA Contribution	32,550.00	17,685.31	14,864.69	54.33 %
6550 -- FICA/Medicare	8,500.00	4,136.06	4,363.94	48.66 %
6600 -- Health Insurance Contrib	150,000.00	80,509.18	69,490.82	53.67 %
6610 -- Life & Disability Insur	2,100.00	1,224.30	875.70	58.30 %
6700 -- Unemployment Ins Contribution	2,250.00	634.65	1,615.35	28.21 %
6900 -- Workers Compensation	23,000.00	22,550.00	450.00	98.04 %
Salaries and Employee Benefits	960,400.00	505,912.95	454,487.05	52.68 %
Services and Supplies				
7030 -- Clothing and Personal	7,000.00	3,246.23	3,753.77	46.37 %
7050 -- Communications	7,500.00	3,644.75	3,855.25	48.60 %
7070 -- Household Supplies	3,400.00	1,355.00	2,045.00	39.85 %
7090 -- Insurance	25,000.00	24,601.00	399.00	98.40 %

Financial Status (Real-Time)

As of: 1/31/2024 (59% 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	1/31/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
7120 -- Equipment Maintenance	10,000.00	6,896.69	3,103.31	68.97 %
7121 -- Operating Supplies	13,000.00	4,181.31	8,818.69	32.16 %
7124 -- IT Software Maintenance	27,500.00	16,311.93	11,188.07	59.32 %
7200 -- Structure & Ground Maintenance	15,000.00	2,587.89	12,412.11	17.25 %
7430 -- Memberships	18,500.00	16,696.00	1,804.00	90.25 %
7450 -- Office Expense	6,300.00	3,728.80	2,571.20	59.19 %
7460 -- Professional & Special Service	86,000.00	35,864.18	50,135.82	41.70 %
7508 -- Legal Fees	20,000.00	15,963.77	4,036.23	79.82 %
7546 -- Administrative Expense	12,000.00	2,649.00	9,351.00	22.08 %
7650 -- Special Departmental Expense	93,000.00	67,036.75	25,963.25	72.08 %
7653 -- Training Fees & Supplies	8,400.00	2,214.00	6,186.00	26.36 %
7730 -- Transportation and Travel	8,000.00	1,956.79	6,043.21	24.46 %
7731 -- Gasoline-Oil-Fuel	15,000.00	5,639.25	9,360.75	37.60 %
7760 -- Utilities	6,500.00	3,100.34	3,399.66	47.70 %
Services and Supplies	382,100.00	217,673.68	164,426.32	56.97 %
Capital Assets				
8200 -- Structures&Struct Improvements	78,000.00	4,774.62	73,225.38	6.12 %
8300 -- Equipment	50,000.00	0.00	50,000.00	0.00 %
Capital Assets	128,000.00	4,774.62	123,225.38	3.73 %
Expenditures	1,470,500.00	728,361.25	742,138.75	49.53 %
Other Financing Sources & Uses				
Other Financing Uses				
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: 1/31/2024 (59% 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	1/31/2024 Year-To-Date Actual	6/30/2024 Fiscal Year Variance	6/30/2024 Fiscal Year Pct of Budget
Mosquito & Vector Mgt District	0.00	160,601.49	160,601.49	--
Net Financial Impact	0.00	160,601.49	160,601.49	--

Cash Balances

As of: 1/31/2024
Accounting Period: OPEN

Selection Criteria: Fund = 4160, 4161

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

Fund	1/1/2024 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	1/31/2024 Ending Balance
4160 -- Mosquito & Vector Mgt District	2,363,245.04	0.00	800,967.11	40,002.86	841,856.73	2,282,352.56
4161 -- SB Vector-Cap Asset Reserve	666,894.07	0.00	3,859.24	0.00	0.00	670,753.31
Total Report	3,030,139.11	0.00	804,826.35	40,002.86	841,856.73	2,953,105.87

Vendor Disbursements (Real-Time)

From 1/1/2024 to 1/31/2024

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 - 832582	01/18/2024	880		Vendor Invoice #: H44290; Vendor Account:	174.90
Total SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY					174.90
Vendor 006215 -- US BANK CORPORATE PAYMENT SYSTEM					
ACH - 830894	01/05/2024	880		Vendor Account:	1,551.91
Total US BANK CORPORATE PAYMENT SYSTEM					1,551.91
Vendor 008116 -- HOWELL MOORE & GOUGH LLP					
W - 09813534	01/22/2024	880		Vendor Invoice #: 45101; Vendor Account:	770.00
Total HOWELL MOORE & GOUGH LLP					770.00
Vendor 019355 -- JESSICA SPRIGG					
W - 09814118	01/31/2024	880		Travel REIMBURSEMENT 1/21-24/2024	1,422.74
Total JESSICA SPRIGG					1,422.74
Vendor 050379 -- ADP INC					
EFT	01/02/2024	880		Vendor Invoice #: 650264349	435.00
Total ADP INC					435.00
Vendor 086415 -- CITY EMPLOYEES ASSOC LLC					
ACH - 830507	01/02/2024	880		UNION DUES	48.00
ACH - 832807	01/19/2024	880		UNION DUES	48.00
Total CITY EMPLOYEES ASSOC LLC					96.00
Vendor 101532 -- STREAMLINE					
W - 09812556	01/04/2024	880		Vendor Invoice #: 051D17E0-0039	249.00
Total STREAMLINE					249.00
Vendor 127495 -- VESERIS					
ACH - 830790	01/04/2024	880		Vendor Invoice #: IN-4427474; Vendor Account:	29,733.83
Total VESERIS					29,733.83

Vendor Disbursements (Real-Time)

From 1/1/2024 to 1/31/2024

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 148414 -- ZWORLD GIS					
ACH - 830798	01/04/2024	880		Vendor Invoice #: 2023-0410	1,445.00
				Total ZWORLD GIS	1,445.00
Vendor 194683 -- Allied Administrators for Delta Dental					
ACH - 830947	01/05/2024	880		ID #	871.83
				Total Allied Administrators for Delta Dental	871.83
Vendor 244645 -- AFLAC					
W - 09812890	01/09/2024	880		Vendor Invoice #: 360684; Vendor Account:	339.66
				Total AFLAC	339.66
Vendor 246891 -- MISSION LINEN SUPPLY					
ACH - 830830	01/04/2024	880		Vendor Account:	332.52
				Total MISSION LINEN SUPPLY	332.52
Vendor 346888 -- CARRIE TROUP CPA					
ACH - 832719	01/18/2024	880		Vendor Invoice #: 1223V	2,325.00
				Total CARRIE TROUP CPA	2,325.00
Vendor 509950 -- MARBORG INDUSTRIES					
ACH - 832532	01/17/2024	880		Vendor Account:	155.58
				Total MARBORG INDUSTRIES	155.58
Vendor 556712 -- MONTECITO WATER DISTRICT					
ACH - 833380	01/23/2024	880		Vendor Account: 2	58.06
				Total MONTECITO WATER DISTRICT	58.06
Vendor 564677 -- MOSS LEVY & HARTZHEIM					
W - 09814148	01/31/2024	880		Vendor Invoice #: I-1776; Vendor Account:	4,000.00
				Total MOSS LEVY & HARTZHEIM	4,000.00
Vendor 648390 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM					
ACH - 833393	01/23/2024	880		Vendor Invoice #: 1836728662; Vendor Account:	11,428.36

Vendor Disbursements (Real-Time)

From 1/1/2024 to 1/31/2024

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
			1		
				Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	11,428.36
Vendor 710175 -- STATE/FEDERAL TAXES & DIRECT DEPOSITS					
EFT	01/09/2024	880		Vendor Account:	19,422.67
EFT	01/23/2024	880		Vendor Account:	20,145.19
				Total STATE/FEDERAL TAXES & DIRECT DEPOSITS	39,567.86
Vendor 767200 -- SOUTHERN CALIFORNIA EDISON					
ACH - 832562	01/17/2024	880		Vendor Account:	166.62
				Total SOUTHERN CALIFORNIA EDISON	166.62
Vendor 767800 -- THE GAS COMPANY					
ACH - 832566	01/17/2024	880		Vendor Account:	67.48
				Total THE GAS COMPANY	67.48
Vendor 776537 -- COX COMMUNICATIONS - BUSINESS					
ACH - 832766	01/18/2024	880		Vendor Account:	461.88
				Total COX COMMUNICATIONS - BUSINESS	461.88
Vendor 855111 -- VISION SERVICE PLAN-CA					
ACH - 833418	01/23/2024	880		Vendor Invoice #: 819696513; Vendor Account:	176.59
			3		
				Total VISION SERVICE PLAN-CA	176.59
				Total Mosquito & Vector Mgt District	95,829.82



P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER
STATEMENT DATE 01-22-2024
AMOUNT DUE \$1,451.94
NEW BALANCE \$1,451.94

PAYMENT DUE ON RECEIPT



000000633 01 SP 106481944045629 P

MVM DISTRICT
ATTN BRIAN CARERA
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	\$6,966.90	\$1,451.94	\$0.00	\$0.00	\$0.00	\$0.00	\$6,966.90	\$1,451.94	

CORPORATE ACCOUNT ACTIVITY						
MVM DISTRICT						TOTAL CORPORATE ACTIVITY
						\$6,966.90 CR
Post Date	Tran Date	Reference Number	Transaction Description			Amount
01-05	01-03	747982640050000000000271	PAYMENT - THANK YOU 00000 C			5,414.99 PY
01-08	01-08	747982640080000000000021	PAYMENT - 830894 00000 A			1,551.91 PY

NEW ACTIVITY						
VESNA IBARRA		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY	
		\$0.00	\$39.31	\$0.00	\$39.31	
Post Date	Tran Date	Reference Number	Transaction Description			Amount
01-15	01-11	24943014012010178609463	THE HOME DEPOT #6623 GOLETA CA			39.31

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	800-344-5696		PREVIOUS BALANCE	6,966.90
		PURCHASES & OTHER CHARGES	1,451.94	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	01/22/24	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	.00
			PAYMENTS	6,966.90
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		ACCOUNT BALANCE	1,451.94
	1,451.94			



Company Name: MVM DISTRICT
Corporate Account Number:
Statement Date: 01-22-2024

NEW ACTIVITY					
JESSICA E SPRIGG		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$258.59	\$0.00	\$258.59
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-26	12-23	24692163357106256403190	VERIZONWRLSS*RTCCR VB 800-922-0204 FL		8.59
01-02	01-01	24692164001103308185808	IN *TECHEASE COMPUTER SOL 805-5643273 CA		250.00
BRIAN J CABRERA		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$1,154.04	\$0.00	\$1,154.04
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-29	12-28	24692163363100550914087	PEET'S #04003 SANTA BARBARA CA		74.95
01-02	01-01	24137464002000824419321	CVS/PHARMACY #09737 GOLETA CA		3.35
01-15	01-13	24011344013000049554193	ZOOM.US 888-799-9666 WWW.ZOOM.US CA		14.99
01-15	01-14	24430994014400811049410	MSFT * E0800QLIXE MSBILL.INFO WA		42.00
01-18	01-17	24040834017900019000047	ARROW CAMPER SHELL GOLETA CA		643.75
01-18	01-16	24426294017018019154648	MOSQUITO & VECTOR CONTROL 916-440-0826 CA		375.00

Department: 00000 Total: \$1,451.94
Division: 00000 Total: \$1,451.94

MVMDSBC Contract Status as of February 2, 2024

Account	MOU Maximum	FYE24	FYE23	FYE22	MOU Status
Wynmark	\$2,089	\$ 545.38	\$1,563.55	\$982.73	FYE24 completed
Goleta Sanitary District	\$5,719	\$ 4,286.72	\$4,744.06	\$3,784.34	FYE24 complete
Goleta, City of	\$15,187	\$10,645.89	\$13,710.44	\$6,358.75	FYE25 completed
Oceano Dunes District	\$30,798	\$11,585.79	\$17,860.63	\$18,096.06	Working on CY24-CY28
Pismo Beach, City of	\$10,405	\$ 5,555.56	\$6,403.09	\$8,909.53	FYE25 completed
Santa Barbara Airport	\$99,571	\$38,541.13	\$66,131.69	\$56,128.09	FYE24 completed
Santa Barbara, City of	\$6,473	\$ 4,240.79	\$6,049.75	\$5,471.13	FYE25 completed
SoCalGas	\$3,096	\$ 719.52	\$3,269.14	\$1,527.55	Submitted Mosquito Management Plan
Cal-Storke, LLC	\$2,223	\$ 1,477.36	\$2,173.79	\$1,225.18	FYE25 complete
UCSB	\$35,369	\$14,160.16	\$28,540.84	\$25,493.42	FYE24 complete
San Luis Obispo, County of	\$14,070	\$ -	\$8,954.28	\$5,268.29	FYE24 complete
	\$ 225,000	\$91,758.30	\$159,401.26	\$133,245.07	

	January 2, 2024	Budgeted
FYE 2024	\$91,758.30	\$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



Mosquito and Vector Management District of Santa Barbara County

Mosquito Management Plan for the California Department of Parks and Recreation Oceano Dunes District January 1, 2024 through December 31, 2028

Provided herewith is a description and cost estimate of the mosquito monitoring and control services to be provided by the Mosquito and Vector Management District of Santa Barbara County (MVMDSBC) to the CA Dept of Parks and Recreation, Oceano Dunes District (DPR-ODD) from January 1, 2024 through December 31, 2028.

A. Introduction:

The MVMDSBC will provide all staff, materials, tools, travel, and other items necessary to monitor the areas described herein for mosquitoes and arbovirus, and apply appropriate larvicide or other approved mosquito control products.

When applicable, mileage, shipping, and overtime labor costs are shared with other agencies located within San Luis Obispo County when services are provided by the MVMDSBC.

B. Mosquito Habitat Descriptions:

Four areas within the Oceano Dunes District will be targeted:

1. The Oceano Campground, Oceano Lagoon, Meadow Creek and associated wetland located within Pismo State Beach. The treatment area is all impounded water delineated by Grand Avenue on the north end to Pier Avenue on the south end. (Approximately 68 acres)
2. All impounded water throughout North Beach Campground and Pismo Beach Golf Club, including sections of Meadow Creek and Carpenter Creek. (Approximately 50 acres)
3. All impounded water within the Pismo Lake Ecological Reserve. (Approximately 48 acres)
4. Stagnant pools, eddies, isolated pools, side pockets and other low flow areas of Pismo Estuary within Pismo State Beach.

C. Mosquitoes:

The encephalitis mosquito (*Culex tarsalis*) – a highly efficient vector of West Nile virus – is the primary mosquito species found at Pismo State Beach wetlands. Cool weather mosquitoes (*Culiseta incidens* and *Cs. particeps*), the winter mosquito (*Cx. inornata*), and malaria mosquitoes (*Anopheles spp.*) can also be found here. Floodwater mosquitoes (*Aedes washinoi* and *Ae. squamiger*) are found during winter and early spring.

The Pismo Lake Ecological Reserve is a prime habitat for the tule mosquito (*Culex erythrothorax*) and the encephalitis mosquito. The other aforementioned mosquito species may also occur here.

D. Scope of Control Work:

The MVMDSBC only uses dry organic products in the form of granules, briquets or tablets which are applied to water containing mosquito larvae. These products target the aquatic larval stage of mosquitoes and have very low detrimental impacts on the environment and other organisms. MVMDSBC vector control staff will use gasoline-powered backpack applicators to apply granular larvicides from a boat or amphibious vehicle at the Pismo Lake Ecological Reserve. Technicians on foot will apply granular larvicides to the creeks and other associated wetlands.

The primary larvicides used are VectoBac[®] G and VectoLex[®] FG. Both of these products are organic, microbial insecticides whose active ingredients are crystal proteins produced by the soil-dwelling bacteria, *Bacillus thuringiensis* subspecies *israelensis* (Bti) or *B. sphaericus* (Bs). Altosid[®] pellets may be used in habitats that are too large for treatment with backpack applicators. They can control mosquito larvae. The active ingredient in Altosid[®] is Methoprene, an insect growth regulator. Natular[™] can be used as a pre-treatment for low-lying areas that flood after substantial rains. The active ingredient in Natular[™] is Spinosad, a natural compound derived from a soil fungus.

Due to its large size and difficulties in reaching areas to treat by boat, amphibious vehicle or on foot, the MVMDSBC recommends aerial treatment of the wetland and willow forest area north of the Oceano Campground. The California Department of Pesticide Regulation (DPR) will be notified before any aerial treatments are scheduled. The City of Pismo Beach and San Luis Obispo County Agricultural Commissioner's Office will also be notified of any scheduled aerial treatments.

Habitats will be surveyed for larval mosquito abundance and arbovirus prevalence to determine nuisance and disease pressure and treatment efficacy. Adult mosquitoes captured in surveillance traps are collected, identified to species in the laboratory and then sent for analysis for the presence of arboviruses that cause encephalitis diseases. Results from monitoring and treatment data will be provided to DPR-ODD following treatments and/or included on invoices.

E. Estimated cost of monitoring and treatment:

Current larvicide costs:

Product	Active Ingredient	Cost per pound
Altosid Briquets	methoprene	\$121.33
Altosid Pellets	methoprene	\$30.71
Altosid P35	methoprene	\$21.60
Altosid XR	methoprene	\$51.29
Natular T30	spinosad	\$173.54
Natular XRT	spinosad	\$67.20
VectoBac G	Bti*	\$3.12
VectoBac GS	Bti	\$3.12
VectoLex FG	Bs**	\$7.68
VectoMax	Bs	\$96.49

* *Bacillus thuringiensis ssp. israelensis*

** *Bacillus sphaericus*

Estimated Costs for Calendar Years 2024 through 2028

The estimated costs on the following page are based on historical, actual costs for treatments, monitoring and surveillance within the targeted areas. Environmental conditions, mosquito pressure, and detections of pathogenic viruses in mosquito populations are among the factors that may affect the actual number of treatments, amount of larvicide applied, number of visits, etc. DPR-ODD will be consulted in instances when mosquito pressure is higher than normal requiring more intense control efforts and higher costs than estimated. The estimated total cost will likely increase with each passing year for the duration of the agreement due to annual increases in labor costs, larvicide prices, mileage rates, etc. MVMDSBC will provide DPR-ODD with an updated cost estimate at the beginning of each calendar year. For the next 5 years, the estimated costs for mosquito management and surveillance are as follows:

1. CY 2024 = \$20,796
2. CY 2025 = \$22,122
3. CY 2026 = \$22,728
4. CY 2027 = \$24,050
5. CY 2028 = \$24,714

Breakdowns of the projected costs for each year are provided on the following pages:

Estimated Costs for Mosquito Management at Oceano Dunes for Calendar Year 2024			
Position	Estimated Hours Worked	Labor Rate/hour	Labor costs
Vector Control Technician 1	34	\$ 96.74	\$ 3,289.16
Vector Control Technician 2	15	\$ 101.06	\$ 1,515.90
Lead Vector Control Technician	27	\$ 113.46	\$ 3,063.42
Vector Biologist Technician	27	\$ 116.45	\$ 3,144.15
Seasonal Vector Control Technician	21	\$ 41.38	\$ 868.98
		Total =	\$ 11,881.61
Mileage	Number of miles per year	Rate/mile*	Mileage costs
	1322	\$ 0.670	\$ 885.74
		Total =	\$ 885.74
Larvicide (VectoBac)	Amount	Cost/lb.	Larvicide cost
	810	3.12	\$ 2,527.20
		Total =	\$ 2,527.20
	Dry Ice (lbs.)	Cost/lb.	Dry ice costs
	230	\$ 2.50	\$ 575.00
		Total =	\$ 575.00
FedEx shipping**	Number of shipments	Avg. cost per shipment	Shipping costs
	6	\$ 25.00	\$ 150.00
		Total =	\$ 150.00
Mosquito testing***	Number of pools	Cost per test	Testing costs
	30	\$ 22.00	\$ 660.00
		Total =	\$ 660.00
Aerial treatment by helicopter****	Number of treatments	Rate (per hour)	Helicopter cost
	2	\$ 1,760.00	\$ 3,520.00
		Total =	\$ 3,520.00
Per diem for overnight stay	charges per year	Cost per day	Per diem costs
	3	\$ 199.00	\$ 597.00
		Grand Total =	\$ 20,796.55
*Standard mileage rate set by the Internal Revenue Service as of January 1, 2024			
**Shipments contain samples collected for several different agencies so the charges are prorated.			
***Mosquitoes are combined into groups of 50 individuals and these "pools" are tested for viruses.			
****Sinton Helicopters, Paso Robles www.sintonhelicopters.com			

Estimated Costs for Mosquito Management at Oceano Dunes for Calendar Year 2025			
Position	Estimated Hours Worked	Labor Rate/hour	Labor costs
Vector Control Technician 1	34	\$ 101.07	\$ 3,436.38
Vector Control Technician 2	15	\$ 104.14	\$ 1,562.10
Lead Vector Control Technician	27	\$ 117.21	\$ 3,164.67
Vector Biologist Technician	27	\$ 119.97	\$ 3,239.19
Seasonal Vector Control Technician	21	\$ 49.00	\$ 1,029.00
		Total =	\$ 12,431.34
Mileage	Number of miles per year	Rate/mile*	Mileage costs
	1322	\$ 0.690	\$ 912.18
		Total =	\$ 912.18
Larvicide (VectoBac)	Amount	Cost/lb.	Larvicide cost
	810	3.21	\$ 2,600.10
		Total =	\$ 2,600.10
	Dry Ice (lbs.)	Cost/lb.	Dry ice costs
	230	\$ 2.58	\$ 593.40
		Total =	\$ 593.40
FedEx shipping**	Number of shipments	Avg. cost per shipment	Shipping costs
	6	\$ 30.00	\$ 180.00
		Total =	\$ 180.00
Mosquito testing***	Number of pools	Cost per test	Testing costs
	30	\$ 23.00	\$ 690.00
		Total =	\$ 690.00
Aerial treatment by helicopter****	Number of treatments	Rate (per hour)	Helicopter cost
	2	\$ 2,050.00	\$ 4,100.00
		Total =	\$ 4,100.00
Per diem for overnight stay	Number of charges per year	Cost per day	Per diem costs
	3	\$ 205.00	\$ 615.00
		Grand Total =	\$ 22,122.02
*Estimated standard mileage rate set by the Internal Revenue Service as of January 1, 2025			
**Shipments contain samples collected for several different agencies so the charges are prorated.			
***Mosquitoes are combined into groups of 50 individuals and these "pools" are tested for viruses.			
****Sinton Helicopters, Paso Robles www.sintonhelicopters.com			

Estimated Costs for Mosquito Management at Oceano Dunes for Calendar Year 2026			
Position	Estimated Hours Worked	Labor Rate/hour	Labor costs
Vector Control Technician 1	34	\$ 105.60	\$ 3,590.40
Vector Control Technician 2	15	\$ 107.32	\$ 1,609.80
Lead Vector Control Technician	27	\$ 121.08	\$ 3,269.16
Vector Biologist Technician	27	\$ 123.60	\$ 3,337.20
Seasonal Vector Control Technician	21	\$ 50.47	\$ 1,059.87
		Total =	\$ 12,866.43
Mileage	Number of miles per year	Rate/mile*	Mileage costs
	1322	\$ 0.71	\$ 938.62
		Total =	\$ 938.62
Larvicide (VectoBac)	Amount	Cost/lb.	Larvicide cost
	810	3.31	\$ 2,681.10
		Total =	\$ 2,681.10
	Dry Ice (lbs.)	Cost/lb.	Dry ice costs
	230	\$ 2.66	\$ 611.80
		Total =	\$ 611.80
FedEx shipping**	Number of shipments	Avg. cost per shipment	Shipping costs
	6	\$ 31.00	\$ 186.00
		Total =	\$ 186.00
Mosquito testing***	Number of pools	Cost per test	Testing costs
	30	\$ 23.70	\$ 711.00
		Total =	\$ 711.00
Aerial treatment by helicopter****	Number of treatments	Rate (per hour)	Helicopter cost
	2	\$ 2,050.00	\$ 4,100.00
		Total =	\$ 4,100.00
Per diem for overnight stay	Number of charges per year	Cost per day	Per diem costs
	3	\$ 211.00	\$ 633.00
		Grand Total =	\$ 22,727.95
*Estimated standard mileage rate set by the Internal Revenue Service as of January 1, 2026			
**Shipments contain samples collected for several different agencies so the charges are prorated.			
***Mosquitoes are combined into groups of 50 individuals and these "pools" are tested for viruses.			
****Sinton Helicopters, Paso Robles www.sintonhelicopters.com			

Estimated Costs for Mosquito Management at Oceano Dunes for Calendar Year 2027			
Position	Estimated Hours Worked	Labor Rate/hour	Labor costs
Vector Control Technician 1	34	\$ 110.33	\$ 3,751.22
Vector Control Technician 2	15	\$ 110.59	\$ 1,658.85
Lead Vector Control Technician	27	\$ 125.08	\$ 3,377.16
Vector Biologist Technician	27	\$ 127.34	\$ 3,438.18
Seasonal Vector Control Technician	21	\$ 51.98	\$ 1,091.58
		Total =	\$ 13,316.99
Mileage	Number of miles per year	Rate/mile*	Mileage costs
	1322	\$ 0.73	\$ 965.06
		Total =	\$ 965.06
Larvicide (VectoBac)	Amount	Cost/lb.	Larvicide cost
	810	3.41	\$ 2,762.10
		Total =	\$ 2,762.10
	Dry Ice (lbs.)	Cost/lb.	Dry ice costs
	230	\$ 2.74	\$ 630.20
		Total =	\$ 630.20
FedEx shipping**	Number of shipments	Avg. cost per shipment	Shipping costs
	6	\$ 32.00	\$ 192.00
		Total =	\$ 192.00
Mosquito testing***	Number of pools	Cost per test	Testing costs
	30	\$ 24.41	\$ 732.30
		Total =	\$ 732.30
Aerial treatment by helicopter****	Number of treatments	Rate (per hour)	Helicopter cost
	2	\$ 2,400.00	\$ 4,800.00
		Total =	\$ 4,800.00
Per diem for overnight stay	Number of charges per year	Cost per day	Per diem costs
	3	\$ 217.00	\$ 651.00
		Grand Total =	\$ 24,049.65

*Estimated standard mileage rate set by the Internal Revenue Service as of January 1, 2027

**Shipments contain samples collected for several different agencies so the charges are prorated.

***Mosquitoes are combined into groups of 50 individuals and these "pools" are tested for viruses.

****Sinton Helicopters, Paso Robles www.sintonhelicopters.com

Estimated Costs for Mosquito Management at Oceano Dunes for Calendar Year 2028			
Position	Estimated Hours Worked	Labor Rate/hour	Labor costs
Vector Control Technician 1	34	\$ 115.27	\$ 3,919.24
Vector Control Technician 2	15	\$ 113.96	\$ 1,709.40
Lead Vector Control Technician	27	\$ 129.21	\$ 3,488.67
Vector Biologist Technician	27	\$ 131.19	\$ 3,542.13
Seasonal Vector Control Technician	21	\$ 53.54	\$ 1,124.34
		Total =	\$ 13,783.78
Mileage	Number of miles per year	Rate/mile*	Mileage costs
	1322	\$ 0.760	\$ 1,004.72
		Total =	\$ 1,004.72
Larvicide (VectoBac)	Amount	Cost/lb.	Larvicide cost
	810	3.51	\$ 2,843.10
		Total =	\$ 2,843.10
	Dry Ice (lbs.)	Cost/lb.	Dry ice costs
	230	\$ 2.82	\$ 648.60
		Total =	\$ 648.60
FedEx shipping**	Number of shipments	Avg. cost per shipment	Shipping costs
	6	\$ 32.96	\$ 197.76
		Total =	\$ 197.76
Mosquito testing***	Number of pools	Cost per test	Testing costs
	30	\$ 25.50	\$ 765.00
		Total =	\$ 765.00
Aerial treatment by helicopter****	Number of treatments	Rate (per hour)	Helicopter cost
	2	\$ 2,400.00	\$ 4,800.00
		Total =	\$ 4,800.00
Per diem for overnight stay	Number of charges per year	Cost per day	Per diem costs
	3	\$ 224.00	\$ 672.00
		Grand Total =	\$ 24,714.96
*Estimated standard mileage rate set by the Internal Revenue Service as of January 1, 2028			
**Shipments contain samples collected for several different agencies so the charges are prorated.			
***Mosquitoes are combined into groups of 50 individuals and these "pools" are tested for viruses.			
****Sinton Helicopters, Paso Robles www.sintonhelicopters.com			

Contractor's Name:

Agreement Number:

Page: 1 of 3

EXHIBIT D — PUBLIC ENTITY (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage (*Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.*)

General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

C. Endorsements (*The following must appear on the Endorsement Page.*)

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

Waiver of Subrogation: When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 2 of 3

2. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

3. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

4. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

5. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

6. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 3 of 3

7. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

8. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

9. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

January 8, 2024

Jena S. Acos
Attorney at Law

Mosquito and Vector Management District of Santa Barbara County
Attn: Brian Cabrera
P.O. Box 1389
2450 Lillie Ave
Summerland, California 93067

RE: Engagement Agreement for Legal Services

Dear Mr. Cabrera:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the "**Firm**") to serve as general legal counsel to the Mosquito and Vector Management District of Santa Barbara County ("**MVMD**" or "**you**"). We appreciate the opportunity to represent the District and look forward to working with you. The purpose of this engagement letter (the "**Agreement**") and the attached Standard Terms and Conditions, which are incorporated into this letter by this reference, (the "**Terms**") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent MVMD but not its principals, corporate parents or other owners, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. I can be reached directly at 805.882.1427 and via email at jacos@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. As included in our proposal, we will bill our work at our discount hourly rate (as that rate may be adjusted from time to time, but no more than once in a year). Although each attorney's discount rate increased on January 1, 2024, we agree to honor the 2023 discount rates that we submitted with our proposal in September 2023. The 2023 discount rates for the key attorneys and other timekeepers that will work on your matters is as follows:

Name	Title	Location	Discounted
			Hourly Rate
Jena Shoaf Acos	Shareholder	Santa Barbara	525
Gary Kvistad	Shareholder	Santa Barbara	560
Jennifer Lee	Staff Attorney	Santa Barbara	380
Cody Sargeant	Associate	Santa Barbara	410
Ben Markham	Associate	Santa Barbara	380

We agree to hold these rates through 12/31/2024. In exchange, our rates will increase automatically to current discount rates on 1/1/2025 and are subject to an annual increase thereafter. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 45 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: Given your status as a public agency, we agree to waive an upfront deposit for this matter, and you agree to pay our bills timely pursuant to the Terms. We reserve the right to require a deposit in the future if we feel that circumstances warrant it, and in such event you agree to post such a deposit.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. You have agreed to waive the actual or potential conflicts of interest as set forth in the conflict waiver below. To help us continue to assess conflicts,

however, we will depend on you to keep us advised of changes in MVMD's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Prospective Conflict Waiver: Brownstein provides general legal counsel services and acts as the City Attorney for the City of Carpinteria (the "**City**"). The Firm will continue to accept engagements by the City in various matters including, but not limited to, real estate, land use, government relations, litigation, and transactional matters (collectively, the "**Future Carpinteria Matters**") in which MVMD may be or may become involved as an adverse party. Our potential representation of the City in the Future Carpinteria Matters, in a manner adverse to MVMD, while we represent MVMD in other, unrelated matters arguably constitutes a conflict of interest under the applicable Rules of Professional Conduct.

Under the Rules of Professional Conduct, we may not represent a client in a manner that is adverse to another client unless both clients agree to the proposed representation after being adequately informed, in writing, of the relevant circumstances and the material, reasonably foreseeable ways that the conflict could have adverse effects on their interests.

MVMD should consider whether there is any material risk that Brownstein will be less zealous or eager on its behalf due to Brownstein's potential representation of the City in the Future Carpinteria Matters, or whether the professional judgment of Brownstein attorneys working on MVMD's matters could be affected by the interests of the City. We do not believe that there is a material risk of any of the foregoing in our concurrent but separate representation of MVMD in unrelated matters and the City in the Future Carpinteria Matters.

There is also a possibility that a dispute or litigation could develop between MVMD and the City regarding the Future Carpinteria Matters. In the event of a dispute or litigation between MVMD and the City related to the Future Carpinteria Matters, MVMD consents to our continuing to act for the City in any manner whatsoever, including in negotiation or litigation against MVMD related to the Future Carpinteria Matters, except where the Firm's continuing to act for the City would be prohibited under the Rules of Professional Conduct.

If you have any questions or concerns about the circumstances described herein, please contact me. We recommend that MVMD seek independent counsel regarding the effect of this letter. If MVMD determines, based on the advice of its independent counsel or otherwise, that our representation as described herein will be detrimental to its interests, MVMD should not consent to it.

If MVMD wishes to consent to this waiver after such review as you believe appropriate, please sign a copy of it in the space provided and return it to the undersigned. Your execution of this letter will confirm that we have provided you with adequate information and explanation about the material risks of our proposed representation.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:  _____
Jena S. Acos

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY

By: _____
Name: Brian Cabrera
Its: General Manager

BROWNSTEIN HYATT FARBER SCHRECK, LLP
STANDARD TERMS AND CONDITIONS

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the "Firm") agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the "Agreement") and these Standard Terms and Conditions (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$470 to \$1,575 per hour
Counsel:	From \$435 to \$1,285 per hour
Associates:	From \$380 to \$ 670 per hour
Lit Support Analysts:	From \$210 to \$ 430 per hour
Land Use Planners:	From \$255 to \$ 560 per hour
Paralegals:	From \$170 to \$ 485 per hour
Law Clerks:	From \$260 to \$ 455 per hour
Legal Assistants:	From \$135 to \$ 345 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. We agree to notify you in writing regarding the amount of any proposed rate change not less than forty-five (45) days prior to the effective date of such rate change. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, 26703499.5

applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm's direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on

your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within forty-five (45) days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to

disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than ten years following completion of each

matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: Any controversy or claim arising out of or relating to fees and costs incurred under the Agreement and these Terms shall be resolved pursuant to the California Business and Professions Code section 6200 et seq. All other disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the State of California. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2024, between the Mosquito and Vector Management District of Santa Barbara County, (“District”) and **SCI Consulting Group** (“Consultant” or “SCI”), a California Corporation, who agree as follows:

1. Scope of Work (“Work”). Consultant shall perform the work and render the services described in the Scope of Work shown below (the “Work”). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. Payment.

a. In exchange for the Work, District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant’s fee shall include all of the Consultant’s costs and expenses related to the Work.

b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.

3. Term. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. Insurance.

a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate

b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.

c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.

- 5. Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
- 8. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
- 9. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 10. Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.
- 14. Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

Mosquito and Vector Management District
of Santa Barbara County
PO Box 1389
Summerland, CA 93067

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

SCOPE OF WORK

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the Mosquito and Vector Management District of Santa Barbara County.

DEFINITIONS

District:	Mosquito and Vector Management District of Santa Barbara County, staff and Trustees.
Assessment:	Mosquito and Vector Management District of Santa Barbara County Service Zone No. 1 and Service Zone No. 2 Assessment
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
2. Calculate and prepare the preliminary assessment roll for inclusion in the Engineer's Report.
3. Prepare the Engineer's Report, including any necessary upgrades due to any recent court rulings or other requirements.
4. File the final Engineer's Report with the District.
5. Prepare any needed resolutions and staff reports for the Assessment.
6. Prepare and assist with the publication of any notices for the continuation of the Assessment.
7. Attend the District Board meeting at which the public hearing is held, and the Engineer's Report is approved.

CONFIRMATION OF DISTRICT PARCELS, LEVY CALCULATION, VERIFICATION AND SUBMITTAL

1. Create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
Annual Levy Administration	\$ 12,780	\$ 13,165	\$ 13,560
Payment due on August 10:	\$ 8,306	\$ 8,556	\$ 8,813
Balance due on January 31:	\$ 4,474	\$ 4,609	\$ 4,747
Maximum Direct Expenses	\$ 1,500	\$ 1,500	\$ 1,500
Total Contract Authorization	\$ 14,280	\$ 14,665	\$ 15,060

1. The Scope of Work includes one in-person meeting with the District. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
2. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
3. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$1,500 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

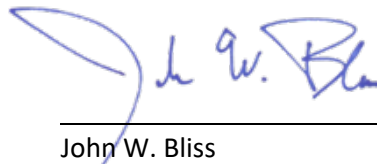
SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

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



John W. Bliss
President
SCI Consulting Group

Date

Date

CALIFORNIA HEALTH AND SAFETY CODE

CHAPTER 1. MOSQUITO ABATEMENT AND VECTOR CONTROL DISTRICTS

Article 5. Abatement

2060. (a) A district may abate a public nuisance pursuant to this article.
- (b) The person or agency claiming ownership, title, or right to property or who controls the diversion, delivery, conveyance, or flow of water shall be responsible for the abatement of a public nuisance that is caused by, or as a result of, that property or the diversion, delivery, conveyance, or control of that water.
2061. (a) Whenever a public nuisance exists on any property within a district or on any property that is located outside the district from which vectors may enter the district, the board of trustees may notify the owner of the property of the existence of the public nuisance
- (b) The notice required by subdivision (a) shall do all of the following:
- (1) State that a public nuisance exists on the property, describe the public nuisance, and describe the location of the public nuisance on the property.
 - (2) Direct the owner of the property to abate the nuisance within a specified time.
 - (3) Direct the owner of the property to take any necessary action within a specified time to prevent the recurrence of the public nuisance.
 - (4) Inform the owner of the property that the failure to comply with the requirements of the notice within the specified times may result in the district taking the necessary actions, and that the owner shall be liable for paying the costs of the district's actions.
 - (5) Inform the owner of the property that the failure to comply with the requirements of the notice within the specified times may result in the imposition of civil penalties of up to one thousand dollars (\$1,000) per day for each day that the public nuisance continues after the specified times.
 - (6) Inform the owner of the property that before complying with the requirements of the notice, the owner may appear at a hearing of the board of trustees at a time and place stated in the notice.
- (c) The board of trustees shall cause the notice required by subdivision (a) to be served on the owner of the property in the same manner as a summons in a civil action. If, after a diligent search, the notice cannot be served on the owner of the property, the board of trustees shall cause the notice to be posted in a conspicuous place on the property for not less than 10 days before the hearing. Not less than 10 days before the hearing, the board of trustees shall also cause a copy of the notice to be mailed by certified mail to the owner of the property at the address shown on the most recent assessment roll of the county in which the property is located.
- (d) At the hearing before the board of trustees at the time and place stated in the notice, the board of trustees shall accept written and oral testimony from the property owner and other persons. At the close of the hearing, the board of trustees shall find, based on substantial evidence in the record, whether a public nuisance exists on the property. If the board of trustees finds that a public nuisance exists, the board of trustees shall order the owner of the property to

abate the public nuisance and to take other necessary actions to prevent the recurrence of the public nuisance. The board of trustees shall specify a reasonable time by which the owner of the property shall comply with these requirements.

- (e) If the owner of the property does not abate the public nuisance and take the necessary actions to prevent the recurrence of the public nuisance within the time specified by the board of trustees, the district may abate the public nuisance and take the necessary actions to prevent the recurrence of the public nuisance. In addition, the board of trustees may impose civil penalties pursuant to Section 2063.

2062. (a) A board of trustees shall not declare an agricultural operation to be a public nuisance because of the presence of immature flies if the board determines that the agricultural operation is designed and managed consistent with the accepted standards and practices for controlling fly development on similar agricultural operations.

- (b) As used in this section, "accepted standards and practices" means those standards and practices determined by the University of California Cooperative Extension, the department, or local public health agencies. These standards and practices include, but are not limited to, all of the following:

2063. In addition to abating the public nuisance and taking any necessary actions to prevent the recurrence of the public nuisance, a board of trustees may impose a civil penalty on the owner of the property for failure to comply with the requirements of Section 2061. The civil penalty may not exceed one thousand dollars (\$1,000) per day for each day that the owner of the property fails to comply with the district's requirements.

2064. A board of trustees may consider any recurrence of a public nuisance abated pursuant to Section 2061 to be a continuation of the original public nuisance.

2065. (a) The owner of the property abated pursuant to Section 2061 shall pay the district for the cost of abating the public nuisance and the cost of any necessary actions to prevent the recurrence of the public nuisance. The owner shall also pay any civil penalty imposed pursuant to Section 2063.

- (b) If the owner of the property fails to pay the district's costs within 60 days, the board of trustees may order the costs and any civil penalties charged and collected against the property. The charge shall be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the costs and civil penalties charged and collected against the property.
- (c) If the board of trustees charges the costs and any civil penalties against the parcel, the board of trustees may also cause the notice of abatement lien to be recorded. The notice shall, at a minimum, identify the record owner of the property, set forth the last known address of the record owner, set forth the date upon which the abatement of the public nuisance was ordered by the board of trustees, set forth the date upon which the abatement and any necessary actions

to prevent the recurrence of the public nuisance was complete, and include a description of the real property subject to the lien and the amount of the cost and any civil penalties.

- (d) However, if the board of trustees does not cause the recordation of a notice of abatement lien pursuant to subdivision (c), and any real property to which the costs and any civil penalties relate has been transferred or conveyed to a bona fide purchaser for value, or a lien on a bona fide encumbrancer for value has been created and attaches to that property, prior to the date on which the first installment of county taxes would become delinquent, then the cost and any civil penalties may not result in a lien against that real property but shall be transferred to the unsecured roll for collection.
- (e) Recordation of a notice of abatement lien pursuant to subdivision (c) shall have the same effect as recordation of an abstract of a money judgment recorded pursuant to Article 2 (commencing with Section 697.310) of Chapter 2 of Division 2 of Title 9 of Part 2 of the Code of Civil Procedure. The lien created shall have the same priority as a judgment lien on real property and shall continue in effect until released. Upon order of the board of trustees, an abatement lien created under this section may be released or subordinated in the same manner as a judgment lien on real property may be released or subordinated.

2066. The lien provisions of this article shall not apply to property owned by a public agency. Notwithstanding Section 6103 of the Government Code or any other provision of law, a public agency shall pay the district for the cost of abating the public nuisance, the cost of any necessary actions to prevent the recurrence of the public nuisance, and any civil penalties.

2067. Any money collected by a county from a lien authorized pursuant to this article, other than the amounts authorized pursuant to Section 29304 of the Government Code, shall be paid to the district.

General Manager's Report for January 2024

1. The District's website had 8,265 views, avg. 267 per day, in January (9,962 web page views, avg. 321 per day, in December).
2. District staff had an online meeting with ZWorld for orientation with our ArcGIS mapping program. 1/17.
3. K. Schultz and J. Sprigg attended the Goleta Slough Management Committee online meeting. 1/18.
4. R. Sharp, K. Schultz, J. Sprigg and Trustees Blair and Dahlquist attended the Annual MVCAC conference in Monterey. 1-21 – 1/23.
5. V. Ibarra viewed the webinar on "Filth Flies" presented by the New Orleans Mosquito, Termite and Rodent Control Board. 1/22.
6. V. Ibarra viewed the Target Specialty Products webinar, "Cockroaches: Biology, Behavior, and IPM: Sanitation, Bio-sanitation, Control". 1/25.
7. GM Cabrera and V. Ibarra viewed the EPA webinar: "Encountering Bed Bugs While Traveling". 1/31.
8. V. Ibarra viewed the EcoVenger webinar, "Mosquito Biology & IPM". 1/31.

Upcoming:

1. President's Day Holiday, Monday, February 19. Office closed.
2. GM Cabrera and Labor Counsel Nate Kowalski have an initial meeting with City Employees Associates regarding a new MOU between the District and its represented employees. 1/27.
3. Vector Control Joint Powers Agency Annual Workshop in Santa Cruz. 1/29 and 3/1.