



# Mosquito and Vector Management District of Santa Barbara County

Environmental Management of Human Disease Vectors

## TRUSTEES (TERM ENDING):

President Ronald Hurd, City of Carpinteria (1/14/21)	Vice-President Teri Jory, City of Santa Barbara (1/4/21)
Secretary Adam Lambert, Santa Barbara County (12/31/20)	Charles Blair, Santa Barbara County (12/8/23)
Craig Geyer, City of Goleta (1/1/22)	Cathy Schlottmann, Santa Barbara County (12/8/23)
Bob Williams, Santa Barbara County (12/31/20)	Patty DeDominic, Santa Barbara County (12/31/23)

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

Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at 2450 Lillie Avenue, Summerland, CA 93067.

## REGULAR MEETING OF THE BOARD OF TRUSTEES

DUE TO STATEWIDE COVID-19 SHELTER-IN-PLACE ORDERS FROM THE GOVERNOR'S OFFICE AND SOCIAL DISTANCING GUIDELINES, THE BOARD MEETING WILL NOT BE HELD AT THE REGULAR MEETING PLACE AT THE HOPE SCHOOL BOARD ROOM. INSTEAD, THE MEETING WILL BE HELD BY REMOTE CONFERENCING. MEMBERS OF THE PUBLIC WHO WISH TO OBSERVE THE MEETING AND OFFER PUBLIC COMMENT AND PERSONS WITH A DISABILITY WHO REQUIRE REASONABLE MODIFICATION OR ACCOMMODATION TO OBSERVE THE MEETING AND OFFER PUBLIC COMMENT SHOULD CONTACT THE MOSQUITO & VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY OFFICE AT 805-969-5050 OR EMAIL AT [INFO@MVMDISTRICT.ORG](mailto:INFO@MVMDISTRICT.ORG) FOR INSTRUCTIONS ON HOW TO ACCESS THE MEETING.

**DECEMBER 10, 2020, 2:00 PM**

## AGENDA

### 1. ROLL CALL

### 2. CONFIRMATION OF AGENDA

### 3. STAFF ANNOUNCEMENTS regarding District business

### 4. CORRESPONDENCE

**5. 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.

**6. 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 November 12, 2020 regular meeting (Page 3)
- B. Approval of the November Financial Statements for County Fund 4160 (Page 6)
- C. Approval of the November Disbursement Report (Page 11)
- D. Approval of the November Disease Surveillance Report (Page 17)
- E. Approval of the November District Operations Report (Page 19)

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

- A. Accounts receivable contracts' status (5909 Misc. Revenue) (Page 20)
- B. Status of invasive Aedes mosquitoes in Santa Barbara County (Page 21)
- C. Update on Building Inspection.
- D. COVID-19 update
- E. Consider approving the agreement to open an OPEB Trust Fund with Public Agency Retirement Services (PARS), consider the approval of Resolution 20-5 adopting the Mosquito and Vector Management District of Santa Barbara County's Post-Employment Benefits Trust to be administered by PARS (Page 22)

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

- A. Discuss and vote on how to process VCJPA Member Contingency Refunds: A) elect to receive the full refund; B) apply total refund to the District's Member Contingency Fund; C.) apply a portion of the refund to the MCF and receive a payment of the remaining balance (Page 37)
- B. Discuss supplementary bonuses for staff.
- C. Discuss ending of MOU between City Employees Association and the District on 6/30/21 and begin formulating a plan for negotiating a new MOU (Page 39)

**9. GENERAL MANAGER'S REPORT** (Page 90)

**10. BOARD ANNOUNCEMENTS**

- A. Recognition of the contributions and service of Trustees Hurd and DeDominic on the Board.

**11. ADJOURNMENT** (Next scheduled meeting: 2:00 PM; Thursday, January 14, 2021)

**MOSQUITO AND VECTOR MANAGEMENT DISTRICT**  
**of Santa Barbara County**  
**MINUTES OF REGULAR MEETING OF TRUSTEES**  
**November 12<sup>th</sup>, 2020**

The regular meeting of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County was held at 2:00 PM, on Thursday, November 12<sup>th</sup>, 2020 via teleconference as allowed by State of California Executive Order N-29-20.

1. ROLL CALL.

TRUSTEES PRESENT:

President Ron Hurd  
Vice-President Teri Jory  
Secretary Adam Lambert  
Trustee Robert Williams  
Trustee Charlie Blair  
Trustee Cathy Schlottmann  
Trustee Craig Geyer

TRUSTEES ABSENT:

Trustee Patty DeDominic

IN ATTENDANCE:

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

2. CONFIRMATION OF AGENDA

*-No changes requested.*

3. STAFF ANNOUNCEMENTS regarding District business.

**A.** In Remembrance of Dr. William (Bill) Walton, 2018 President of the American Mosquito Control Association, Professor of Entomology at the University of California, Riverside and renowned mosquito researcher.

*-GM Cabrera spoke of the many contributions that Dr. Walton made to mosquito control research and held a moment of silence in remembrance.*

**B.** Reminder to reapply for Trustee Appointments

*-Trustees with terms set to expire were reminded to contact their appointing entities to request reappointment.*

4. CORRESPONDENCE

*-None.*

5. PUBLIC COMMENT –

*-None.*

6. 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 October 8, 2020 regular meeting
- B. Approval of the October Financial Statements for County Fund 4160
- C. Approval of the October Vendor Disbursement Report
- D. Approval of the October Disease Surveillance Report
- E. Approval of the October District Operations Report
  - It was moved by Trustee Williams and seconded by Trustee Blair to approve the Items of General Consent following discussion. The Board discussed a new \$300 fee from CalPERS for the administration of Social Security benefits and the payment for a new District vehicle. Motion passed 7-0-0 with Trustee DeDominic absent.

7. OLD BUSINESS

- A. Accounts receivable contracts' status (5909 Misc. Revenue)
  - SoCalGas would prefer to use an alternative payment method to checks to pay the District. The Board directed staff to have legal counsel draft a letter to SoCalGas emphasizing the need to have an agreement for District services in place.
- B. Invasive Aedes in Santa Barbara County
  - From the canvassing efforts of the technicians, twenty-four Aedes aegypti have been found. The species has been located near the intersection of La Cumbre Rd. and Foothill Rd. and on the Westside near Chino St. and Islay St. District staff is hopeful that activity will decrease with colder weather arriving. Media outlets as well as local government agencies have been notified of the detection of these invasive mosquitoes.
- C. Update on Building Inspection.
  - GM Cabrera consulted with Ron Pike, a structural engineer, about the crack in the walls of the District office. Mr. Pike explained the composition of the soil in Summerland and the tendency of it to expand and contract as a result of saturation from rain. He indicated that the cracks are a cosmetic issue and not a safety concern. He will follow up on the issue in January.

8. NEW BUSINESS

- A. Recognition for Staff.
  - Vice-President Jory spoke of her desire to express appreciation to staff for their tireless efforts to reduce mosquito populations for the community. It was suggested that staff hold a small socially distanced holiday meal at the District office coupled with a training activity. As recognition for the hard work of GM Cabrera, Trustee Geyer made a motion to nominate him for the SBCCSDA General Manager of the year. Motion seconded by Vice-President Jory and passed 7-0-0 with Trustee DeDominic absent.
- B. Mosquito pool sample tests positive for West Nile Virus.
  - On October 23, District received WNV positive results for a Southern House Mosquito that was captured near where the Aedes aegypti was first detected. Two crows were tested for WNV in October and the results were negative.

9. MANAGER'S REPORT

- GM Cabrera was interviewed for a video project that will be shown to elementary school children to inform them about mosquitoes.
- The Ford Fusion was found to have damage from rodents in the engine. District staff is considering a press release to inform the community of increased rodent activity in vehicles, especially as many residents are using their vehicles less due to working from home.

10. BOARD ANNOUNCEMENTS

- Trustee Geyer would like a timeline for the upcoming union contract negotiations.*
- Trustee Schlottmann would like the resolution and paperwork for a PARS agreement at the next meeting.*
- Trustee Blair spoke about the nomination period for the SBCCSDA awards. The speaker for the October meeting was Joseph Holland from the County Elections Office.*
- President Hurd announced that he will be resigning from the Board after more than ten years of service. He has recruited a replacement for himself that he feels would be a good fit for the Board due to his background in agriculture and pesticide usage.*

11. 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:

-----  
Ron Hurd  
Board President

-----  
Adam Lambert  
Board Secretary

# Financial Status (Real-Time)

As of: 11/30/2020 (42% 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	6/30/2021 Fiscal Year Adjusted Budget	11/30/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
<b>Revenues</b>				
<b>Taxes</b>				
3010 -- Property Tax-Current Secured	434,000.00	76,739.32	-357,260.68	17.68 %
3011 -- Property Tax-Unitary	6,200.00	0.00	-6,200.00	0.00 %
3015 -- PT PY Corr/Escapes Secured	0.00	-170.06	-170.06	--
3020 -- Property Tax-Current Unsecd	18,500.00	16,929.26	-1,570.74	91.51 %
3023 -- PT PY Corr/Escapes Unsecured	0.00	31.38	31.38	--
3028 -- RDA Pass-through Payments	3,000.00	0.00	-3,000.00	0.00 %
3029 -- RDA RPTTF Resid Distributions	5,000.00	0.00	-5,000.00	0.00 %
3040 -- Property Tax-Prior Secured	0.00	-23.47	-23.47	--
3050 -- Property Tax-Prior Unsecured	2,300.00	13.52	-2,286.48	0.59 %
3054 -- Supplemental Pty Tax-Current	8,000.00	1,075.98	-6,924.02	13.45 %
3056 -- Supplemental Pty Tax-Prior	200.00	-0.93	-200.93	-0.47 %
Taxes	477,200.00	94,595.00	-382,605.00	19.82 %
<b>Fines, Forfeitures, and Penalties</b>				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	4.92	4.92	--
Fines, Forfeitures, and Penalties	0.00	4.92	4.92	--
<b>Use of Money and Property</b>				
3380 -- Interest Income	13,000.00	2,382.82	-10,617.18	18.33 %
3381 -- Unrealized Gain/Loss Invstmnts	-8,222.00	-4,221.13	4,000.87	51.34 %
Use of Money and Property	4,778.00	-1,838.31	-6,616.31	-38.47 %
<b>Intergovernmental Revenue-State</b>				
4220 -- Homeowners Property Tax Relief	2,000.00	0.00	-2,000.00	0.00 %
Intergovernmental Revenue-State	2,000.00	0.00	-2,000.00	0.00 %
<b>Intergovernmental Revenue-Other</b>				
4840 -- Other Governmental Agencies	12,000.00	0.00	-12,000.00	0.00 %

# Financial Status (Real-Time)

As of: 11/30/2020 (42% 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	6/30/2021 Fiscal Year Adjusted Budget	11/30/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Intergovernmental Revenue-Other	12,000.00	0.00	-12,000.00	0.00 %
<b>Charges for Services</b>				
4877 -- Other Special Assessments	633,929.00	-2,722.53	-636,651.53	-0.43 %
Charges for Services	633,929.00	-2,722.53	-636,651.53	-0.43 %
<b>Miscellaneous Revenue</b>				
5891 -- Refunds/Repayments	0.00	23,584.68	23,584.68	--
5909 -- Other Miscellaneous Revenue	110,000.00	10,969.59	-99,030.41	9.97 %
Miscellaneous Revenue	110,000.00	34,554.27	-75,445.73	31.41 %
Revenues	1,239,907.00	124,593.35	-1,115,313.65	10.05 %
<b>Expenditures</b>				
<b>Salaries and Employee Benefits</b>				
6100 -- Regular Salaries	470,000.00	165,971.39	304,028.61	35.31 %
6210 -- Commissioner/Director/Trustee	10,000.00	4,000.00	6,000.00	40.00 %
6400 -- Retirement Contribution	166,850.00	58,061.45	108,788.55	34.80 %
6475 -- Retiree Medical OPEB	25,300.00	8,099.62	17,200.38	32.01 %
6500 -- FICA Contribution	29,140.00	10,538.49	18,601.51	36.17 %
6550 -- FICA/Medicare	6,900.00	2,464.66	4,435.34	35.72 %
6600 -- Health Insurance Contrib	145,000.00	56,562.04	88,437.96	39.01 %
6700 -- Unemployment Ins Contribution	3,500.00	92.00	3,408.00	2.63 %
6900 -- Workers Compensation	22,000.00	20,206.00	1,794.00	91.85 %
Salaries and Employee Benefits	878,690.00	325,995.65	552,694.35	37.10 %
<b>Services and Supplies</b>				
7030 -- Clothing and Personal	6,700.00	3,175.90	3,524.10	47.40 %
7050 -- Communications	6,800.00	2,232.54	4,567.46	32.83 %
7070 -- Household Supplies	3,000.00	1,340.00	1,660.00	44.67 %
7090 -- Insurance	18,000.00	17,075.80	924.20	94.87 %

# Financial Status (Real-Time)

As of: 11/30/2020 (42% Elapsed)  
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Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	11/30/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
7120 -- Equipment Maintenance	6,800.00	368.11	6,431.89	5.41 %
7121 -- Operating Supplies	8,500.00	3,415.43	5,084.57	40.18 %
7124 -- IT Software Maintenance	11,000.00	1,644.99	9,355.01	14.95 %
7200 -- Structure & Ground Maintenance	4,000.00	253.62	3,746.38	6.34 %
7430 -- Memberships	16,000.00	16,545.00	-545.00	103.41 %
7450 -- Office Expense	5,000.00	2,544.53	2,455.47	50.89 %
7460 -- Professional & Special Service	63,000.00	19,957.50	43,042.50	31.68 %
7508 -- Legal Fees	15,000.00	3,459.50	11,540.50	23.06 %
7546 -- Administrative Expense	8,000.00	300.00	7,700.00	3.75 %
7650 -- Special Departmental Expense	80,000.00	7,465.48	72,534.52	9.33 %
7653 -- Training Fees & Supplies	5,000.00	53.00	4,947.00	1.06 %
7730 -- Transportation and Travel	5,000.00	151.37	4,848.63	3.03 %
7731 -- Gasoline-Oil-Fuel	9,500.00	3,358.33	6,141.67	35.35 %
7760 -- Utilities	4,800.00	1,812.48	2,987.52	37.76 %
Services and Supplies	276,100.00	85,153.58	190,946.42	30.84 %
Other Charges				
7860 -- Contrib To Other Agencies	52,000.00	22,870.00	29,130.00	43.98 %
Other Charges	52,000.00	22,870.00	29,130.00	43.98 %
Capital Assets				
8200 -- Structures&Struct Improvements	8,200.00	0.00	8,200.00	0.00 %
8300 -- Equipment	80,000.00	31,031.16	48,968.84	38.79 %
Capital Assets	88,200.00	31,031.16	57,168.84	35.18 %
Expenditures	1,294,990.00	465,050.39	829,939.61	35.91 %
Other Financing Sources & Uses				
Other Financing Sources				
5911 -- Oper Trf (In)-Other Funds	88,200.00	0.00	-88,200.00	0.00 %



# Financial Status (Real-Time)

As of: 11/30/2020 (42% 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	6/30/2021 Fiscal Year Adjusted Budget	11/30/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Other Financing Sources	88,200.00	0.00	-88,200.00	0.00 %
Other Financing Uses				
7901 -- Oper Trf (Out)	37,339.00	0.00	37,339.00	0.00 %
Other Financing Uses	37,339.00	0.00	37,339.00	0.00 %
Other Financing Sources & Uses	50,861.00	0.00	-50,861.00	0.00 %
Changes to Fund Balances				
Decrease to Restricted				
9797 -- Unrealized Gains	4,222.00	4,221.13	-0.87	99.98 %
Decrease to Restricted	4,222.00	4,221.13	-0.87	99.98 %
Changes to Fund Balances	4,222.00	4,221.13	-0.87	99.98 %
Mosquito & Vector Mgt District	0.00	-336,235.91	-336,235.91	--
Net Financial Impact	0.00	-336,235.91	-336,235.91	--

# Cash Balances (Real-Time)

As of: 11/30/2020  
Accounting Period: OPEN

Selection Criteria: Fund = 4160 4161

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

Fund	11/1/2020 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	11/30/2020 Ending Balance
4160 -- Mosquito & Vector Mgt District	1,126,158.57	0.00	78,775.82	33,240.80	70,833.34	1,100,860.25
4161 -- SB Vector-Cap Asset Reserve	608,561.22	0.00	0.00	0.00	0.00	608,561.22
Total Report	1,734,719.79	0.00	78,775.82	33,240.80	70,833.34	1,709,421.47

## Report : Vendor Disbursements (Real-Time)

Selection Criteria: Fund = 4160

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

Last Updated: 12/3/2020 12:56:37 PM

From 11/1/2020 to 11/30/2020

### Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	cha se	Remit Description	Amount
<b>Vendor 005979 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM</b>					
W - 09755916	11/10/2020	880	PEB-		4,574.00
				Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	4,574.00
<b>Vendor 006215 -- US BANK CORPORATE PAYMENT SYSTEM</b>					
ACH - 697976	11/02/2020	880	Vendor Account:		1,349.28
				Total US BANK CORPORATE PAYMENT SYSTEM	1,349.28
<b>Vendor 008116 -- HOWELL MOORE &amp; GOUGH LLP</b>					
W - 09756545	11/25/2020	880	Vendor Invoice #: 42717; Vendor Account:		170.00
				Total HOWELL MOORE & GOUGH LLP	170.00
<b>Vendor 009136 -- TECHEASE COMPUTER SOLUTIONS LLC</b>					
W - 09755858	11/09/2020	880	Vendor Invoice #: 41214		280.00
				Total TECHEASE COMPUTER SOLUTIONS LLC	280.00
<b>Vendor 086415 -- CITY EMPLOYEES ASSOC LLC</b>					
ACH - 699688	11/18/2020	880	UNION DUES 10/31/20		48.00
ACH - 700056	11/23/2020	880	UNION DUES		48.00
				Total CITY EMPLOYEES ASSOC LLC	96.00
<b>Vendor 101532 -- STREAMLINE</b>					
W - 09755874	11/09/2020	880	Vendor Invoice #: 107719		200.00
				Total STREAMLINE	200.00
<b>Vendor 132153 -- MVCAC MOSQUITO &amp; VECTOR CONTROL ASSOC OF CA</b>					
W - 09756590	11/25/2020	880	Vendor Invoice #: 7362152		286.00
				Total MVCAC MOSQUITO & VECTOR CONTROL ASSOC OF CA	286.00
<b>Vendor 194683 -- Allied Administrators for Delta Dental</b>					
ACH - 699255	11/13/2020	880	ID #PLAN ID		971.74
				Total Allied Administrators for Delta Dental	971.74

<b>Vendor 244645 -- AFLAC</b>					
W - 09756450	11/23/2020	880	Vendor Invoice #: 359501; Vendor Account:		226.44
				Total AFLAC	226.44
<b>Vendor 246891 -- MISSION LINEN SUPPLY</b>					
ACH - 698534	11/05/2020	880	Vendor Account:		613.80
				Total MISSION LINEN SUPPLY	613.80
<b>Vendor 252027 -- Educated Car Wash</b>					
ACH - 700093	11/23/2020	880	Vendor Invoice #: 885		58.12
				Total Educated Car Wash	58.12
<b>Vendor 275268 -- FEDEX</b>					
ACH - 700095	11/23/2020	880	Vendor Invoice #: 7-166-79313; Vendor Account:		166.49
ACH - 700582	11/30/2020	880	Vendor Invoice #: 7-174-31189; Vendor Account:		120.78
				Total FEDEX	287.27
<b>Vendor 509950 -- MARBORG INDUSTRIES</b>					
ACH - 700130	11/23/2020	880	Vendor Account:		153.24
				Total MARBORG INDUSTRIES	153.24
<b>Vendor 522736 -- McCormix Corporation</b>					
ACH - 698747	11/09/2020	880	Vendor Account:		572.89
				Total McCormix Corporation	572.89
<b>Vendor 556712 -- MONTECITO WATER DISTRICT</b>					
ACH - 700135	11/23/2020	880	Vendor Account:		59.98
				Total MONTECITO WATER DISTRICT	59.98
<b>Vendor 648390 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM</b>					
			Vendor Invoice #: 100000016242227; Vendor Account:		
ACH - 700152	11/23/2020	880			11,854.49
				Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	11,854.49
<b>Vendor 710175 -- STATE/FEDERAL TAXES &amp; DIRECT DEPOSITS</b>					
EFT	11/05/2020	880	Vendor Account:		16,180.60
EFT	11/19/2020	880	Vendor Account:		17,060.20
				Total STATE/FEDERAL TAXES & DIRECT DEPOSITS	33,240.80
<b>Vendor 740582 -- BIG GREEN CLEANING COMPANY</b>					
ACH - 700162	11/23/2020	880	Vendor Invoice #: 565981; Vendor Account:		241.00
				Total BIG GREEN CLEANING COMPANY	241.00

**Vendor 767200 -- SOUTHERN CALIFORNIA EDISON**

ACH - 700164      11/23/2020      880      Vendor Account:

Total SOUTHERN CALIFORNIA EDISON      146.98

**Vendor 767800 -- THE GAS COMPANY**

ACH - 700165      11/23/2020      880      Vendor Account:

Total THE GAS COMPANY      23.76

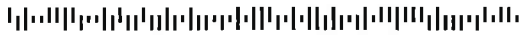
**Vendor 776537 -- COX COMMUNICATIONS - BUSINESS**

ACH - 699873      11/19/2020      880      Vendor Account:

Total COX COMMUNICATIONS - BUSINESS      440.02  
Total Mosquito & Vector Mgt District      55,845.81



P.O. BOX 6343  
FARGO ND 58125-6343



000001876 01 SP 0.560 106481265371550 P

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

**ACCOUNT NUMBER**

STATEMENT DATE 11-23-2020

AMOUNT DUE \$3,033.30

NEW BALANCE \$3,033.30

PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$

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

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

Please tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

MVM DISTRICT	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	Credits	Payments	New Balance
Company Total	\$1,349.28	\$3,033.30	\$0.00	\$0.00	\$0.00	\$0.00	\$1,349.28	\$3,033.30

**CORPORATE ACCOUNT ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-03	11-03	747982603080000000000034	PAYMENT - 697976 00000 A	1,349.28 PY
<b>MVM DISTRICT</b>				<b>TOTAL CORPORATE ACTIVITY</b>
				\$1,349.28 CR

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-06	11-05	24391210310206418800330	UCD AG & NATURAL RSRC-TN 530-750-1211 CA	129.00
<b>VESNA IBARRA</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>
		\$0.00	\$129.00	\$0.00
				<b>TOTAL ACTIVITY</b>
				\$129.00

**CUSTOMER SERVICE CALL**

800-344-5696

**ACCOUNT NUMBER**

**ACCOUNT SUMMARY**

STATEMENT DATE 11/23/20  
DISPUTED AMOUNT .00

PREVIOUS BALANCE	1,349.28
PURCHASES & OTHER CHARGES	3,033.30
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	1,349.28
<b>ACCOUNT BALANCE</b>	<b>3,033.30</b>

**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**

**3,033.30**



Company Name: MVM DISTRICT
Corporate Account Number:
Statement Date: 11-23-2020

NEW ACTIVITY					
<b>JESSICA E SPRIGG</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
		\$0.00	\$124.83	\$0.00	\$124.83
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>	<b>Amount</b>	
11-09	11-06	24137460312001108586770	USPS PO 0513320113 CARPINTERIA CA	1.60	
11-18	11-18	24692160323100544685095	ULINE *SHIP SUPPLIES 800-295-5510 WI	68.32	
11-19	11-18	24692160323100654748469	VZWRLSS*MY VZ VB P 800-922-0204 FL	54.91	
<b>ROBBY R SHARP</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
		\$0.00	\$188.94	\$0.00	\$188.94
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>	<b>Amount</b>	
10-28	10-27	24231680302837000012609	SMART AND FINAL 391 SANTA BARBARA CA	59.94	
11-06	11-05	24391210310206418800363	UCD AG & NATURAL RSRC-TN 530-750-1211 CA	129.00	
<b>KAREN EGERMAN-SCHULTZ</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
		\$0.00	\$277.99	\$0.00	\$277.99
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>	<b>Amount</b>	
10-23	10-22	24231680297837000005030	SMART AND FINAL 391 SANTA BARBARA CA	6.94	
10-28	10-27	24431050302838001771122	O'REILLY AUTO PARTS 2697 SANTA BARBARA CA	12.61	
10-30	10-29	24231680304837000625762	SMART AND FINAL 914 SANTA BARBARA CA	49.61	
11-03	11-02	24231680308837000509863	SMART AND FINAL 915 CARPENTERIA CA	9.83	
11-06	11-05	24391210310206418800348	UCD AG & NATURAL RSRC-TN 530-750-1211 CA	129.00	
11-11	11-10	24040830315900012400704	LA CUMBRE FEED SANTA BARBARA CA	70.00	
<b>DONALD CRAM</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
		\$0.00	\$347.33	\$0.00	\$347.33
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>	<b>Amount</b>	
10-28	10-27	24040830301900011200135	LA CUMBRE FEED SANTA BARBARA CA	105.00	
11-06	11-05	24391210310206418800371	UCD AG & NATURAL RSRC-TN 530-750-1211 CA	129.00	
11-09	11-06	24692160312100534809401	IN *AGRI-TURF SUPPLIES, I SANTA BARBARA CA	113.33	
<b>BRIAN J CABRERA</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
		\$0.00	\$1,965.21	\$0.00	\$1,965.21
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>	<b>Amount</b>	
10-23	10-22	24755420296172961033161	ESAFETY SUPPLIES INC 866-6933754 CA	192.07	
10-28	10-27	24431060302091935000908	SANTA BARBARA HOME IMP SANTA BARBARA CA	5.43	
10-28	10-27	24493980301200676600041	FELIX JRS TIRES SANTA BARBARA CA	264.00	
10-29	10-27	24692160302100431805280	SQ *KENNEDY'S AUTOMOTIVE SANTA BARBARA CA	1,289.72	
11-04	11-03	24391210308206418600635	UCD AG & NATURAL RSRC-TN 530-750-1211 CA	129.00	
11-16	11-14	24493980320026448817283	ZOOM.US 888-799-9666 CA	14.99	



Company Name: MVM DISTRICT
Corporate Account Number:
Statement Date: 11-23-2020

NEW ACTIVITY				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-17	11-16	24430990321400813000862	MSFT * E0800CHZIT,E0800CS 800-642-7676 WA	70.00

Department: 00000 Total: \$3,033.30  
Division: 00000 Total: \$3,033.30





**MOSQUITO and VECTOR MANAGEMENT DISTRICT  
of SANTA BARBARA COUNTY**

**DISEASE SURVEILLANCE REPORT**

**November 2020**

**Live Mosquito-Borne Virus Surveillance**

Encephalitis virus surveillance is ending for the year and will resume in March. *Aedes* trapping will continue, but catch numbers are expected to remain low until after the winter rain causes eggs to hatch.

Location	Date	Number of Mosquitoes	Type of Trap	# of Traps	Mosquitoes per Trap Night	Pools Submitted	WSW Virus Test Result
<b>Santa Barbara County</b>							
La Vista Rd.	10/23-11/2	7	BGS2	1	0.7	0	
Antone Rd.	10/16-11/4	1	BGS2	1	0.05	0	
Calle Cita ditch	11/3-11/5	24	Gravid	1	12	1	Negative
Trinity Church	11/3-11/5	0	Gravid	1	0	0	
Willowglen Park	11/3-11/5	13	Gravid	1	6.5	1	Negative
Sterrett Ave	10/28-11/5	3*	BGS2	1	0.375	0	
Fawn Place	10/27-11/16	0	BGS2	1	0	0	
San Pablo	10/24-11/16	7	BGS2	1	0.3	0	
Calle Canon	11/4-11/16	0	BGS2	1	0	0	
Villa Ave. 2	11/6-11/17	1	BGS2	1	0.09	0	
Arrellaga St.	11/6-11/17	1	BGS2	1	0.09	0	
Vallerio St.	11/6-11/17	18*	BGS2	1	1.73	0	
La Colina Jr. High	11/16-11/20	13	Gravid	1	3.25	2	Negative
San Marcos Foothills	11/16-11/20	24	Gravid	1	6.0	1	Negative
Calvary Cemetary	11/16-11/20	30	Gravid	1	7.5	3	Negative
Sterrett Ave.	10/28-11/24	3*	BGS2	1	0.12	0	
Chino St.	10/30-11/25	7*	BGS2	1	0.27	0	
Villa Ave. 3	11/5-11/25	0	BGS2	1	0	0	

\**Aedes aegypti* present

WSW=WNV, SLEV, AND WEE

**West Nile Virus Activity**

Eight mosquito pools tested negative for West Nile virus, St. Louis encephalitis virus, and Western equine encephalitis virus this month. One dead bird, an American coot, was reported to the hotline in November, but that species is not accepted for testing.

This November, the number of reported cases of human infection with WNV in 2020 in California has increased from 155 to 172. The number of fatalities in California this year remains at seven.

In California, only three birds tested positive for WNV, bringing the 2020 total to 339. A total of 2,628 positive mosquito pools were reported from 28 counties this year; this time last year, there were 3,284 positive pools from 25 counties.

### St. Louis Encephalitis Virus Activity

No new SLEV activity was detected in November. Three human SLEV infections have been reported this year from Fresno, Madera, and San Joaquin Counties. In 2020, 509 positive mosquito pools have been reported from nine counties.

### Western Equine Encephalitis

There was no reportable WEE activity in California in November.

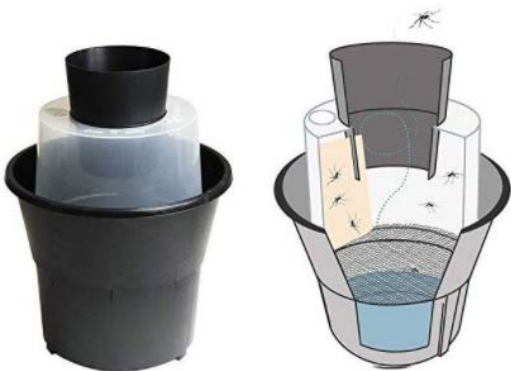
### Sentinel Chicken Flocks

The District currently maintains four sentinel chicken flocks in Santa Barbara County located at the Goleta Sanitary District, Mission Hills Community Services District, the Solvang City Wastewater Treatment Plant, and the U.S. Forest Service Fire Station in Carpinteria. Blood samples were collected from these chickens during the week of November 9, and all tested negative for the presence of WNV, SLEV, and WEE. From November through March, chickens are tested only once every four weeks. In California in 2020, 142 sentinel chickens from 16 California counties have tested positive for WNV.

### Zika Virus and Invasive *Aedes* Mosquito Update

The District has now documented 31 *Aedes aegypti* mosquitoes (added 4 in November) from nine addresses (added 1 in November) in two neighborhoods. Several residents of both affected neighborhoods have commented that bites have become less frequent.

There were no Zika virus infections reported in California in November. Invasive *Aedes* are present in the following 22 counties: Los Angeles, Orange, San Diego, Riverside, San Bernardino, Butte, Imperial, Kern, Kings, Fresno, Madera, Merced, San Joaquin, Placer, Sacramento, **Santa Barbara**, Shasta, Sutter, Stanislaus, Tulare, Ventura, and Yolo.



Biogents GAT



Catchmaster Ovi-Catch AGO

### Autocidal Gravid Ovi-Traps (AGO) and Gravid *Aedes* Traps (GAT)

Autocidal gravid ovi-traps (AGO) and gravid *Aedes* traps (GAT) are intended especially for invasive, container-breeding *Aedes* mosquitoes. They are passive traps that target female mosquitoes ready to lay eggs. Mosquitoes are lured inside by the smell of nutrient rich (read: stinky) water. The females are blocked from reaching the water and are caught when they land on the trap's sticky inside surface. Developers boast that their traps reduce populations by up to 92% without using electrical power or pesticides. At about \$25 each, they are among the least expensive traps available. The District has six of each brand, and they are being placed in areas where invasive *Aedes* have already been documented.

# Mosquito and Vector Management District of Santa Barbara County

## Report of District Operations -November 2020

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	25.0	1.5	1						2.0			4.0				32.5
Goleta Valley	18.0	31.5	2		1							16.0	1			65.5
Rancho Embarcadero	3.0	1.5														4.5
Isla Vista	4.0															4.0
Hope Ranch	2.0															2.0
Hidden Valley																0.0
Santa Barbara area	27.0	1.0	5			1.0		2	2.5			8.0				39.5
Mission Canyon																0.0
Montecito	7.0	1.0		4												8.0
Summerland	2.0															2.0
Carpinteria	3.0	1.0										0.5				4.5
Carpinteria Valley	1.5	1.0										4.0				6.5
Carp Salt Marsh																0.0
Camino Real	1.0															1.0
Storke Ranch	1.0	0.5														1.5
Goleta Sanitary																0.0
City of Goleta	1.0	1.0														2.0
UCSB	4.5	12.0		1												16.5
Santa Barbara Airport	2.5	30.5														33.0
City of Santa Barbara	4.0	1.0														5.0
SoCalGas																0.0
<b>South County</b>	<b>106.5</b>	<b>83.5</b>	<b>8</b>	<b>5</b>	<b>1</b>	<b>1.0</b>	<b>0.0</b>	<b>2</b>	<b>4.5</b>	<b>0</b>	<b>0.0</b>	<b>8.0</b>	<b>24.5</b>	<b>1</b>	<b>0</b>	<b>228.0</b>
<b>North County</b>												<b>11.0</b>				
Pismo Beach																0.0
Oceano Dunes																0.0
San Luis Obispo																0.0
<b>SLO County</b>	<b>0.00</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>
<b>Monthly Totals</b>	<b>106.50</b>	<b>83.5</b>	<b>8</b>	<b>5</b>	<b>1</b>	<b>1.0</b>	<b>0.0</b>	<b>2</b>	<b>4.5</b>	<b>0</b>	<b>0.0</b>	<b>19.0</b>	<b>24.50</b>	<b>1</b>	<b>0</b>	<b>239.0</b>
<b>Year to Date</b>	<b>1968.00</b>	<b>655.5</b>	<b>43</b>	<b>66</b>	<b>17</b>	<b>28.0</b>	<b>11.5</b>	<b>21</b>	<b>65.0</b>	<b>27</b>	<b>3.0</b>	<b>378.5</b>	<b>399.50</b>	<b>3</b>	<b>9</b>	

	This Month	Year to Date
Total Inspection Hours	112.0	2061.0
Total Treatment Hours	83.5	667.0
Total Mileage	2,334.0	34,744.0

Account	MOU Maximum	FYE20	FYE19	FYE18	MOU Status
<a href="#">1</a> Wynmark	\$ 1,630	\$966.47	\$1,143.53	\$1,365.00	FYE21 Complete
<a href="#">3</a> Goleta Sanitary District	\$ 5,425	\$5,174.11	\$3,598.48	\$4,044.15	FYE 21 complete
<a href="#">4</a> Goleta, City of	\$ 19,609	\$2,802.59	\$5,217.48	\$2,230.54	FYE21 complete
<a href="#">5</a> Oceano Dunes District	\$35,000*	\$14,871.28	\$9,623.00	\$16,261.56	FYE21 complete
<a href="#">6</a> Pismo Beach, City of	\$ 16,920	\$4,024.30	\$4,438.80	\$5,037.80	FYE21 complete
<a href="#">7</a> Santa Barbara Airport	\$ 80,800	\$68,547.72	\$45,749.85	\$51,443.09	FYE21 Complete
<a href="#">8</a> Santa Barbara, City of	\$ 8,798	\$4,591.18	\$5,691.54	\$5,862.67	FYE21 Complete
<a href="#">9</a> SoCalGas	\$ 3,100	\$2,410.70	\$525.00	\$1,015.00	FYE21 informal agreement approved by SCG
<a href="#">10</a> Cal-Storke, LLC	\$ 2,100	\$1,065.26	\$1,050.00	\$1,540.00	FYE21 complete
<a href="#">11</a> UCSB	\$ 41,000	\$35,038.62	\$25,584.03	\$11,439.49	FYE 21 complete
<a href="#">12</a> San Luis Obispo, County of	\$ 15,420	\$10,819.61	\$6,489.76	\$7,842.40	SLO County has no budget for FYE21; MVMDSBC elects not to enter into an agreement with SLO Co. for FYE 21
	\$ 194,802	\$150,311.84	\$109,111.47	\$108,081.70	

	December 4, 2020	Budgeted
FYE 2021	\$50,424.21	\$110,000
FYE 2020	\$ 150,311.84	\$ 105,000
FYE 2019	\$ 109,111.47	\$ 100,000
FYE 2018	\$ 108,081.70	\$ 70,000
FYE 2017	\$ 87,923.06	\$ 105,000
FYE 2016	\$ 58,114.04	\$ 115,000
FYE 2015	\$ 99,346.50	\$ 120,000



# STEPS TO IMPLEMENTATION

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- 1.** Board adopts resolution authorizing District to join PARS Combo Trust and appoints Plan Administrator (PA)
- 2.** District sends signed copy of resolution to PARS
- 3.** PARS sends set of signature ready documents to District
- 4.** PARS coordinates meeting with District and Highmark Capital Management to discuss investment options and select strategy
- 5.** District signs documents and returns to PARS
- 6.** PARS works with Trustee/U.S. Bank to establish account
- 7.** PARS notifies District account is ready and includes Contribution Instructions
- 8.** PARS and Highmark conduct annual reviews (unless more frequently desired)

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Mosquito and Vector Management District of Santa Barbara County (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits (“OPEB”) obligations (“Plan”), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, board trustees, agents, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.



11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, jurisdiction shall be in any state court of competent jurisdiction, and venue shall be in Santa Barbara County.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning \_\_\_\_\_, 2020 and ending \_\_\_\_\_, 2023 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
19. **Attorneys Fees.** In the event any litigation is filed by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: \_\_\_\_\_  
Plan Administrator Name

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_  
Tod Hammeras

TITLE: Chief Financial Officer \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the Mosquito and Vector Management District of Santa Barbara County Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

**EXHIBIT 1B**  
**FEES FOR SERVICES**

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<b><u>For Plan Assets from:</u></b>			<b><u>Annual Rate:</u></b>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
  - (C) Trustee Investment Forms
  
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Contribution amount
  - (C) Contribution date
  - (D) Contribution method (Check, ACH, Wire)
  
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement/distribution amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
  - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
  
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

RESOLUTION NO. 20-05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY ADOPTING PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS: Phase II Systems, a California corporation doing business as Public Agency Retirement Services and PARS ("PARS") has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or other post-employment benefits (OPEB) obligations; and

WHEREAS: The Mosquito and Vector Management District of Santa Barbara County ("District") is eligible to participate in the Program, which is a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS: The District's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS: The terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS: The District's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS: The District reserves the right to make contributions, if any, to the Program.

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

1. The Board of Trustees hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective \_\_\_\_\_; and
2. The Board hereby appoints the General Manager, or his/her successor or his/her designee, as the District's Plan Administrator for the Program; and
3. The District's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District's Program.

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

\_\_\_\_\_, the Secretary of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County, State of California, hereby certifies that the foregoing resolutions were duly and regularly adopted by said District at a regular meeting thereof held on the \_\_\_\_\_, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary of the Board

This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

**Discretionary Trustee Fees**

Discretionary Trustee Fees are based on the Investment Strategy you select. Following is a list of the Discretionary Trustee Fees applicable to each Investment Strategy:

- **Liquidity – First American U.S. Treasury Money Market** – Fund level fees only (see prospectus)
- **Liquidity – First American Prime Obligation Fund Class Z** – Fund level fees only (see prospectus)
- **Diversified Portfolios (Conservative, Moderately Conservative, Moderate, Balanced, Capital Appreciation, Custom)**

Per Annum Charges\*

.35% on the first	\$5,000,000
.25% on the next	\$5,000,000
.20% on the next	\$5,000,000
.15% on the next	\$35,000,000
.10% on all over	\$50,000,000

\*Waived for plan assets invested in First American Funds.

**Other Fees**

First American Funds (see prospectus)

**Payment of Fees**

- Market values used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities and/or other timing issues.
- Fees are calculated and charged to the account monthly. If account cannot be charged after 30 days, fees not paid will be subject to a late charge of 1% per month on the unpaid balance.
- Changes to this Fee Schedule may be made at any time by U.S. Bank upon a sixty (60) days notice.

**Acknowledged and Approved**

Public Agencies Post-Employment Benefits Trust	
Name of Plan/Trust	Name of Employer
Print Name of Authorized Signer for Employer	Title of Authorized Signer for Employer
Signature of Authorized Signer for Employer	Date

U.S. Bank and its representatives do not provide tax or legal advice. Each client's tax and financial situation is unique. Clients should consult their tax and/or legal advisor for advice and information concerning their particular situation.

**Internal Revenue Service**

Department of the Treasury  
Washington, DC 20224

Index Number: 115.00-00

Third Party Communication: None  
Date of Communication: Not Applicable

U.S. Bank National Association  
c/o Susan Hughes, Vice President  
3121 Michelson Drive (Suite 300)  
Irvine, CA 92612

Person To Contact:  
Robin J. Ehrenberg, ID No. 1000219292  
Telephone Number:  
(202) 317-5800  
Refer Reply To:  
CC:TEGE:EOEG:EO3  
PLR-146796-14  
Date: June 5, 2015

Legend

Trust = Public Agencies Post-Employment Benefits Trust  
Trust Agreement = Public Agencies Post-Employment Benefits Trust Agreement  
Trustee = U.S. Bank National Association

Dear Ms. Hughes:

This letter responds to a letter from your authorized representative dated December 22, 2014, requesting rulings that (1) the Trust's income is excludable from gross income under section 115 of the Internal Revenue Code (IRC) and (2) the Trust is not required to file annual federal income tax returns under IRC section 6012(a)(4). The Trust represents the facts as follows:

FACTS

The Trust is a multiple employer trust established to enable public-agency employers to fund post-retirement employee benefits. Each participating employer must be a public agency that is a state, political subdivision of a state, or an entity the income of which is excludable from gross income under IRC section 115. The employer's governing body must authorize in writing the adoption of the Trust and the employer must execute the adoption agreement, which approves the Trust's administrator and provides that the agency adopts and agrees to be bound by the Trust Agreement. In the adoption agreement, the employer elects to fund obligations to provide benefits under a post-employment health care plan and contribute to a defined-benefit pension plan maintained by the employer that is qualified under IRC section 401(a). The employer may elect to fund either or both obligations.



The Trust Agreement provides that assets are held by the Trust for the exclusive purpose of funding participating employers' benefit obligations and defraying the reasonable expenses of the Trust. The Trust's assets may not be used for any other purpose. Each employer's contributions to the Trust, together with any allocable investment earnings and losses, are held in a separate account for that employer. Assets allocated to satisfy an employer's health and welfare benefit obligation or the employer's pension obligation may only be used for purposes of satisfying that particular obligation. The assets held in an employer's account are not available to pay any obligations incurred by any other employer.

The employers appoint the Trustee and the Trust's administrator and may remove the Trustee or the administrator by a two-thirds vote of all employers. The employers may amend the Trust Agreement with the approval of two-thirds of all employers then participating in the Trust. The employers may terminate the Trust by unanimous agreement of all employers.

Upon termination of the Trust, any assets remaining in an employer's account, after satisfaction of benefit and the Trust's obligations are returned to the employer to the extent permitted by law and consistent with the requirements of IRC section 115.

## LAW AND ANALYSIS

### Issue 1 - IRC section 115(1)

IRC section 115(1) provides that gross income does not include income derived from any public utility or the exercise of any essential governmental function and accruing to a state or any political subdivision thereof.

Rev. Rul. 77-261, 1977-2 C.B. 45, holds that income generated by an investment fund that is established by a state to hold revenues in excess of the amounts needed to meet current expenses is excludable from gross income under IRC section 115(1), because such investment constitutes an essential governmental function. The ruling explains that the statutory exclusion is intended to extend not to the income of a state or municipality resulting from its own participation in activities, but rather to the income of an entity engaged in the operation of a public utility or the performance of some governmental function that accrues to either a state or political subdivision of a state. The ruling points out that it may be assumed that Congress did not desire in any way to restrict a state's participation in enterprises that might be useful in carrying out projects that are desirable from the standpoint of a state government and that are within the ambit of a sovereign to conduct.

Rev. Rul. 90-74, 1990-2 C.B. 34, holds that the income of an organization formed, funded, and operated by political subdivisions to pool various risks (e.g., casualty, public liability, workers' compensation, and employees' health) is excludable from gross income under IRC section 115(1), because the organization is performing an essential governmental function. The revenue ruling states that the income of such an organization is excludable from gross income so long as private interests do not participate in the organization or benefit more than incidentally from the organization. The benefit to the employees of the insurance coverage obtained by the member political subdivisions was deemed incidental to the public benefit.

Through the Trust, participating public agency employers fund health and welfare and pension obligations for retired employees. Each of the Trust's participating employers is required to be a state, political subdivision of a state or an entity the income of which is excludable from gross income under IRC section 115. Providing health, welfare and pension benefits to current and former employees constitutes the performance of an essential government function within the meaning of IRC section 115(1). See Rev. Rul. 90-74 and Rev. Rul. 77-261.

The Trust's income accrues to its participating employers, all of which are political subdivisions of a state or entities the income of which is excludable from gross income under IRC section 115. No private interests will participate in, or benefit from, the operation of Trust, other than as providers of goods or services. The benefit to employees is incidental to the public benefit. See Rev. Rul. 90-74.

In no event, including dissolution, will the Trust's assets be distributed or revert to any entity that is not a state, a political subdivision of a state, or entity the income of which is excludable from its gross income by application of IRC section 115(1).

#### Issue 2- IRC section 6012(a)(4)

Section 301.7701-1(b) of the Procedure and Administration Regulations (Regulations) provides that the classification of organizations that are recognized as separate entities is determined under sections 301.7701-2, 301.7701-3, and 301.7701-4, unless a provision of the IRC provides for special treatment of that organization.

Section 301.7701-4(a) of the Regulations provides that, in general, an arrangement will be treated as if it can be shown that the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of this responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit.

The Trust enables public-agency employers to set aside funds to be used to satisfy each employer's separate pension and health and welfare benefit obligations. The

Trustee is charged with the responsibility of the protection and conservation of the Trust property for the benefit of the beneficiaries of the Trust. The beneficiaries of the Trust cannot share in the discharge of the Trustee's responsibility for the protection and conservation of property and, therefore, are not associates in a joint enterprise for the conduct of business for profit. IRC section 6012(a)(4) provides that every trust having for the taxable year any taxable income or having gross income of \$600 or more, regardless of the amount of taxable income, shall make returns with respect to income taxes under Subtitle A.

Based solely on the facts and representations submitted by the Trust, we conclude that:

1. Because the income of the Trust derives from the exercise of an essential governmental function and will accrue to a state or a political subdivision thereof, the Trust's income is excludable from gross income under IRC section 115(1).
2. The Trust is classified as a trust within the meaning of IRC section 7701(a) and section 301.7701-4(a) of the Regulations. Because Trust's income is excludable from gross income under IRC section 115, the Trust is not required by IRC section 6012(a)(4) to file an annual income tax return.

Except as expressly provided herein, no opinion is expressed or implied concerning the tax consequences of any aspect of any transaction or item discussed or referenced in this letter. This ruling concerns only the federal tax treatment of the Trust's income and may not be cited or relied upon by any taxpayer, including the Trust, employers participating in the Trust, and any recipients of benefits paid under the terms of the Trust, as to any matter relating to the taxation of accident or health contributions or benefits.

This ruling is directed only to the taxpayer who requested it. IRC section 6110(k)(3) provides that it may not be used or cited as precedent.

In accordance with the Power of Attorney on file with this office, a copy of this letter is being sent to your authorized representative.

A copy of this letter must be attached to any income tax return to which it is relevant. Alternatively, taxpayers filing their returns electronically may satisfy this requirement by attaching a statement to their return that provides the date and control number of the letter ruling.

The rulings contained in this letter are based upon information and representations submitted by the taxpayer and accompanied by a penalty of perjury statement executed by an appropriate party. While this office has not verified any of the material submitted in support of the request for rulings, it is subject to verification on examination.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Griffin', with a stylized flourish at the end.

Kenneth M. Griffin  
Branch Chief, Exempt Organizations Branch 3  
(Tax Exempt and Government Entities)

cc: Marcus Wu  
Pillsbury Winthrop Shaw Pittman LLP  
12255 El Camino Real, Suite 300  
San Diego, CA 92130-4088

Paul Marmolejo  
Director, Office of Federal, State and Local Governments  
SE:T:GE:FSL

# VCJPA 2020 REFUND PROCESSING AND DISTRIBUTION INSTRUCTIONS

## POOLED LIABILITY AND POOLED WORKERS' COMPENSATION PROGRAM

### RETROSPECTIVE ADJUSTMENTS

DISTRICT: SANTA BARBARA

#### BACKGROUND:

At the October 27<sup>th</sup>, 2020 BOARD MEETING, THE 2020 ANNUAL REPORT FOR BOTH THE POOLED WORKERS' COMPENSATION AND POOLED LIABILITY PROGRAMS WAS PRESENTED. THE BOARD APPROVED TOTAL REFUNDS TO ACTIVE MEMBERS OF \$165,831 IN THE POOLED LIABILITY PROGRAM AND \$663,273 IN THE POOLED WORKERS' COMPENSATION PROGRAM. **YOUR DISTRICT'S PORTION OF THE TOTAL REFUND IS PRESENTED IN TABLE 1, BELOW.**

YOU HAVE THE OPTION TO APPLY YOUR DISTRICT'S PORTION OF THE REFUND TO THE MEMBER CONTINGENCY FUND, AND/OR HAVE THE AMOUNTS REFUNDED TO THE DISTRICT VIA CHECK. PAYMENT VIA ACH IS AVAILABLE TO THOSE DISTRICTS THAT HAVE PREVIOUSLY ESTABLISHED THEIR ACCOUNT INFORMATION WITH VCJPA.

**TABLE 2 PRESENTS THE DISTRICT'S MEMBER CONTINGENCY FUND BALANCE AS OF September 30, 2020** WITH THE AMOUNT ABOVE OR (BELOW) THE CALCULATED PRUDENT BALANCE. MEMBERS MAY CONTRIBUTE UP TO THE PRUDENT BALANCE WITHOUT EXPLANATION PER THE AGENCY'S BYLAWS. CONTRIBUTIONS TO THE MEMBER CONTINGENCY FUND IN EXCESS OF THE PRUDENT BALANCE ARE ALLOWED, BUT THE DISTRICT'S REASON FOR EXCEEDING THE PRUDENT FUND BALANCE MUST BE DOCUMENTED IN WRITING AND SUBMITTED TO VCJPA FOR ITS FILES.

#### INSTRUCTIONS:

**COMPLETE THE DISTRIBUTION INSTRUCTIONS USING TABLE 3 TO INFORM THE VCJPA HOW TO PROCESS YOUR DISTRICT'S REFUND.** YOU MAY ELECT TO: 1) RECEIVE A PAYMENT FOR THE ENTIRE REFUND, 2) APPLY THE TOTAL REFUND TO THE MEMBER CONTINGENCY FUND, 3) APPLY A PORTION OF THE REFUND TO THE MEMBER CONTINGENCY FUND AND RECEIVE A PAYMENT FOR THE BALANCE FROM VCJPA.

**PLEASE RETURN THE COMPLETED FORM BY DECEMBER 11, 2020.**

#### TABLE 1 – CURRENT REFUND:

Below is the amount of your district's refund for the Pooled Liability and Pooled Workers' Compensation Programs as approved by the Board of Directors on October 27<sup>th</sup>, 2020.

Pooled Liability Program	\$637
Pooled Workers' Comp. Program	\$ 5,805

#### TABLE 2 – MEMBER CONTINGENCY FUNDS:

Below is the amount of your district's member contingency fund prudent balance and actual balance as of September 30, 2020 as well as the amount over or (under) the prudent balance.

PRUDENT BALANCE	MEMBER BALANCE	AMOUNT OVER (UNDER) PRUDENT BALANCE
\$ 92,364	\$ 66,777	\$ (25,587)

**VCJPA 2020 REFUND DISTRIBUTION INSTRUCTIONS**  
**SANTA BARBARA**  
**DUE DATE: DECEMBER 11, 2020**

**TABLE 3 – DISTRIBUTION OF REFUNDS:**

For the refund(s) listed in Table 1 above, please distribute as follows:

	<b>LIABILITY REFUND</b>	<b>WORKERS' COMP. REFUND</b>	<b>TOTAL REFUND</b>
<b>TOTAL PROGRAM REFUNDS AVAILABLE TO DISTRIBUTE</b>	\$637	\$ 5,805	\$ 6,442

DISTRIBUTE OUR  
LIABILITY REFUND AS  
FOLLOWS

DISTRIBUTE OUR  
WORKERS' COMP.  
REFUND AS  
FOLLOWS



<b>OPTIONS FOR DISTRIBUTION</b>	<b>ENTER AMOUNT</b>	<b>ENTER AMOUNT</b>	<b>TOTAL</b>
1) ISSUE A PAYMENT TO THE DISTRICT FOR THE AMOUNT ENTERED			
2) APPLY AMOUNT ENTERED TO THE DISTRICT'S MEMBER CONTINGENCY FUND			
3) TOTAL (MUST AGREE TO TOTAL PROGRAM REFUND(S) SHOWN ABOVE)			

**CANNOT EXCEED**  
\$637

**CANNOT EXCEED**  
\$ 5,805

**CANNOT EXCEED**  
\$ 6,442

Print Name of Person Completing Form: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

*Email this form to: [alana.theiss@sedgwick.com](mailto:alana.theiss@sedgwick.com)*

*Questions? Please call Alana Theiss at 916.244.1120*

**IF THIS FORM IS NOT RETURNED BY THE DUE DATE ABOVE, YOUR DISTRICT WILL RECEIVE THE REFUND IN THE FORM OF A CHECK.**

NOTE: NO DEPOSITS WILL BE MADE TO THE MEMBER CONTINGENCY FUND WITHOUT A COMPLETED ELECTION FORM.  
 VCJPA LEGAL COUNSEL HAS ADVISED THAT AN ANNUAL ELECTION SHOULD BE MADE BY THE MEMBER DISTRICTS;  
 STANDING ORDERS TO DEPOSIT REFUNDS IN THE MEMBER CONTINGENCY FUND WILL NOT BE ACCEPTED.



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

July 1, 2018– June 30, 2021

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## Recognition, Term, and Conditions

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

### 1.01 Recognition of the Association

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

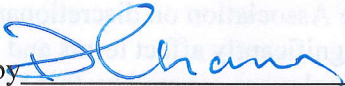
### 1.02 Term of this Memorandum of Understanding and Authorization

The term of this Memorandum of Understanding (the "MOU" or "Memorandum") shall commence on November 12, 2018 and shall continue in full force and effect until June 30, 2021.

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

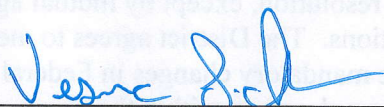
Authorized on behalf of

The District:

by   
David Chang, General Manager  
Mosquito and Vector Management  
District of Santa Barbara County

November 13, 2018  
Date signed

The Association:

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

11/13/2018  
Date signed

### 1.03 Authority/Approval

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

### 1.04 Prior and Entire Agreement/Amendments

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

(b) This MOU may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do

not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto. All exhibits, schedules and appendices attached to this MOU are incorporated herein by reference and are made a part hereof.

### **1.05 Partial Invalidity**

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

### **1.06 Construction**

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

### **1.07 Maintenance of Benefits**

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

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

## **District Rights**

### **2.01 District Rights**

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

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

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

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

## **Association Rights and Responsibilities**

### **3.01 Association Dues**

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

### **3.02 Maintenance of Membership**

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

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

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

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

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

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

### **3.05 Association Meeting Space**

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

### **3.06 No Strike**

Employees represented by the Association shall not take part in any strike, work action, or any other concerted activity of any kind, which will result in curtailing or restricting District services during the term of this MOU. The Association agrees not to sanction, encourage, or support any such strikes, work actions, or other concerted activity.



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

### **3.07 Association Responsibility**

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

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

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

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

# Wages, Hours, Policies, and Conditions of Employment

## **4.01 Salary Adjustment Schedule**

- A. **FYE 2019:** Salaries will be increased by 3.5% effective upon agreement. The increase will be retroactive to members' pay in the first full pay period of the fiscal year 2018-19.
- B. **FYE 2020:** Salaries will be increased by the Los Angeles/Riverside/Orange County area All Urban CPI for March 2019 effective in the first full pay period of the fiscal year 2019-20. The increases are subject to a floor set at 1.00% and a ceiling set at 3.25%.
- C. **FYE 2021:** Salaries will be increased by the Los Angeles/Riverside/Orange County area All Urban CPI for March 2020 effective in the first full pay period of the fiscal year 2020-21. The increases are subject to a floor set at 1.00% and a ceiling set at 3.25%.
- D. The increases will be applied to all members' salary including to those members who are currently at the top pay rate.
- E. The District eliminates the wage rate table, altogether. Anniversary increases will not be available during the term of the MOU.

## **General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The District has adopted a zero tolerance policy against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or

coercion, engaged in by or directed at District employees, and/or which involve or affect the District or which occur on District property will not be tolerated.

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

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

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

#### **5.04 Substance Abuse**

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

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

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

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

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

### **5.05 Prohibition Against Smoking**

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

### **5.06 Immigration Law Compliance**

Federal law requires all employers to verify an employee's identity and legal authority to work in the United States through completion of U.S. Citizenship and Immigration Services Form I-9. This verification must be completed as soon as possible after an offer of employment is made and in no event, more than three business days after an individual is hired. All offers of employment and continued employment for positions with the District are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

## **Employee Organization**

### **6.01 Employment Practices**

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

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

### **6.02 Authorized Positions**

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

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

### **6.03 Employee Classifications**

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

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

by the State of California Department of Public Health as described in the employee's current job description (See Appendix). Employees subject to extension of probation may be eligible to utilize accrued vacation time at the General Manager's discretion. Employees under probationary status due to transfer or promotion are exempt from sick leave and vacation usage restrictions.

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

#### **6.04 Probation**

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

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

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

#### **6.05 Certifications**

All employees, with the exception of clerical staff, are required to successfully pass the State of California Department of Public Health Vector Control Technician certification exam in categories A, B, C and D before being considered for regular full-time status. The requirements and timeline for

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

### **6.06 Promotions and Transfers**

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

### **6.07 Hours of Operation**

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

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

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

### **6.09 Overtime**

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

### **6.10 Compensatory Time Off**

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

### **6.11 Timekeeping**

All non-exempt employees are required to clock in and out each day and are required to accurately record their hours worked including the beginning and ending of lunch period(s) by entering their daily hours into the database system each day but no less frequently than Friday of each week (even though the pay periods are bi-weekly). These entries are considered legal documents, and are used to properly



compensate employees. No employee may enter or modify work hours for another employee, except for the General Manager. The General Manager may enter or modify an employee's work hours only after discussion with and agreement by the employee. Entering false information or modifying time records without supervisor approval will result in disciplinary action, up to and including termination.

### **6.12 Payday**

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

### **6.13 Advances**

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

### **6.14 Deductions**

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

### **6.15 Records Inspection**

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

### **6.16 Employee Information**

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

### **6.17 Driving Record**

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

### **6.18 Telecommuting**

The nature of the work performed by employees of the District does not generally support the use of telecommuting. However, select instances may occur where telecommuting may be deemed appropriate by management. Each such request will be evaluated on its merits.

### **6.19 Resignations**

Each employee is requested to provide the District with advance notice of his/her intent to resign employment. This notice should be in writing and should specify the last day the employee will be at work. It is further requested that full-time and regular part-time employees provide at least two weeks' notice. The exception is at-will employees, although the District would appreciate advance notice of a resignation in such cases even if it cannot require it. Employees who do not provide such notice may

be deemed ineligible for rehire. All employees will be asked to complete an exit interview at the time of their departure. Employees are required to return all District property in their possession on or before the last day of employment.

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

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

### **6.21 Rehire Considerations**

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

### **6.22 Acceptance of Rules**

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

### **6.23 Bilingual Allowance**

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

Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee's bilingual language skills are determined to be beneficial to the District he/she shall receive an allowance of \$57.69 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

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

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

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

# Employee Benefits

## **7.01 Introduction**

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

## **7.02 Health Insurance**

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

- A. **Employer Contribution.** For employees hired before January 1, 2014, the District's contributions for all employees shall be the amount necessary to pay the full cost of each employee's enrollment, including the enrollment of the employee's family members, in a health benefits plan under the Public Employees' Medical and Hospital Care Act, (the "Act") not to exceed the aggregate amount for all employees, up to a maximum of \$14,000.00 for seven employees or the sum of \$2,000.00 per employee times the number of employees.
- B. **Employer Contribution.** For employees hired after January 1, 2014, the District's contribution for each employee shall be the amount necessary to pay the full cost of the employee's enrollment, including enrollment of the employee's family members, in a health benefits plan under the Act not to exceed \$1,300.00 per month.
- C. **CPI Adjustment.** The District's maximum contribution shall be adjusted on July 1 of each year by the change in the Consumer Price Index ("CPI") published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange counties area (All Items, All Urban Consumers, 1982-1984=100). Said adjustment shall be equal to the change in CPI for March of the year of the adjustment as compared to the CPI for March of the preceding year.
- D. **Dental and Vision Insurance.** The maximum District contribution set for in Sections 7.02A and 7.02B above (as adjusted for inflation) shall apply to the cost of all health benefits provided by the District, including (i) health benefits plans under the Act, and (ii) Dental and Vision Coverage (collectively, "Health Benefit Costs")
- E. **Excess Costs.** If health insurance premiums increase by more than the increase in the CPI, or if for any other reason the Health Benefit Costs (including coverage for an employee's family members exceed the maximum employer contribution set forth in Sections 7.02A and 7.02B above (as adjusted for inflation), the difference will be deducted from the employee's pay.  
Should the aggregate costs of health benefits as provided herein exceed the aggregate amount for all employees, the excess costs will be deducted first from those employees' pay whose health benefit costs exceed \$2,000 per month, until the employer's contribution is reduced to the aggregate amount maximum. The excess costs will be equally shared between those employees.
- F. **Future Changes.** Irrespective of the date of hire or the date of retirement, no employee or retiree shall have any vested rights to (i) the health premium benefits provided for herein, by (ii) Resolution 13-01, as amended by Resolution 17-01, (iii) the Dental and Vision Coverage, or (iv) any other health insurance benefits provided by the District.

## **7.03 Dental and Vision Insurance**

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

#### **7.04 Supplemental Insurance**

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

#### **7.05 Retirement Plan**

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

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

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

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

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

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

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

A. For employees hired before July 1, 2018:

1. The District will contribute the actual cost of a qualified retiree's health, vision, and dental insurance premium up to a maximum of \$2,116 per month, including both the PEMHCA minimum employer contribution; the additional contribution; and increases or decreases based on the Los Angeles / Riverside / Orange County area All Urban CPI for March of each year of the term of the MOU.
2. The retiree is responsible for any amount in excess of the aforementioned cap.
3. To qualify for the additional retiree health benefit the employee must have worked for 5 years of full-time service; retire from employment with the District; and be at least 50 years of age upon retirement.
4. The retiree must qualify for retiree allowance as determined by the Santa Barbara County Employee Retirement System (SBCERS).
5. At the time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement.
6. The retiree's spouse becomes ineligible upon divorce from the retiree.
7. If a retiree marries after his/her retirement, the spouse is not eligible for District group medical plan benefits.
8. When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for District group medical plan benefits.
9. Upon the death of the retiree, the surviving spouse and eligible dependents may continue receiving the retiree's medical health benefit; however, the District will contribute only the minimum

employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c). The surviving spouse is responsible for any amount in excess of the minimum employer contribution.

B. For employees hired after July 1, 2018:

1. The District will contribute the actual cost of a qualified retiree's health, vision, and dental insurance premium up to a maximum of \$1,300 per month, including both the PEMHCA minimum employer contribution; the additional contribution; and increases or decreases based on the Los Angeles / Riverside / Orange County area All Urban CPI for March of each year of the term of the MOU.
2. The retiree is responsible for any amount in excess of the aforementioned cap.
3. To qualify for the additional retiree health benefit the employee must have worked for 10 years of full-time service; retire from employment with the District; and be at least 50 years of age upon retirement.
4. The retiree must qualify for retiree allowance as determined by the Santa Barbara County Employee Retirement System (SBCERS).
5. At the time of retirement, the employee must remain in the same elected District group medical plan and cannot upgrade plans at retirement.
6. The retiree's spouse becomes ineligible upon divorce from the retiree.
7. If a retiree marries after his/her retirement, the spouse is not eligible for District group medical plan benefits.
8. When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for District group medical plan benefits.
9. Upon the death of the retiree, the surviving spouse and eligible dependents may continue receiving the retiree's medical health benefit; however, the District will contribute only the minimum employer contribution as specified by the Public Employees' Medical and Hospital Care Act (PEMHCA) California Government Code § 22892(c). The surviving spouse is responsible for any amount in excess of the minimum employer contribution.

### **7.07 Sick Leave**

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

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

Absences of longer than four (4) days will require medical evidence of the illness and/or medical certification of fitness to return to work before sick leave will be awarded. Sick leave is accumulated from year to year with maximum accrual of 2088 hours. No payment will be made for unused accrued sick leave upon separation from service for employees with less than five years of employment with the District. Employees with five or more years of employment with the District will be paid 50% of

up to 480 hours of their accrued sick leave upon separation of service if the employee is not exchanging sick leave for service credit.

### **7.08 Vacation Leave**

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

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

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

Full-time employees with 0-2 years of service accrue 96 hours per year; 3-4 years of service accrue 128 hours per year; 5-9 years of service accrue 152 hours per year; 10-14 years of service accrue 176 hours per year; 15+ years of service accrue 200 hours per year. The accrual is apportioned as provided in the chart that follows.

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

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

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

### **7.09 Vacation Leave Donation**

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

### **7.10 Holiday Leave**

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

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

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

The benefit previously known as "Floating Holiday" is changed to an annual award of vacation leave.

## **7.11 Workers' Compensation**

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

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

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

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

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

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

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



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

### **7.12 Disability Insurance**

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

### **7.13 Unemployment Insurance**

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

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

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

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

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

### **7.16 Modified Work Policy**

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

### **7.17 Shoe Allowance**

Employees who are regularly assigned to work in the field will be provided with footwear appropriate for field work. Purchases or claims must be for the actual amount of the cost of the footwear not to exceed \$150.00. Employees will be responsible for any amount exceeding this limit. Newly hired members shall be eligible for this allowance reimbursed via payroll at a rate of \$15 per pay period, up to the cost of the footwear or the maximum \$150, whichever is less.

## **Leaves of Absence**

### **8.01 Introduction**

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

### **8.02 Bereavement Leave**

A paid leave of absence of up to three days may be authorized for an employee in the event of the death of the employee's current spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, or the death of an extended family member currently living in the employee's household. If additional time off is needed, the employee may utilize up to three (3) days of accrued sick leave. If more than six (6) total days are needed the employee may utilize accrued Compensatory Time Off (CTO) or vacation leave.

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

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

### **8.04 Military Leave**

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

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

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

### **8.06 Personal Leave**

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

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

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

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

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

### **8.08 Medical Leave**

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

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

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

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

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

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

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

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

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

### Employee Eligibility

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

### Reasons for Leave Request

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

### Length of Leave

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

### Use of Paid Leave Benefits

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

### Insurance Benefits

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

### Notification Rules

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

### Medical Certifications

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

### Employment Protections

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

### Prohibitions

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

### Records

- Employer must maintain records pertaining to compliance and leave requests.

- D.O.L. may inspect records.

#### Enforcement

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

#### Preemption

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

### **8.11 Pregnancy Disability Leave**

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

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

In lieu of a leave of absence an employee disabled due to pregnancy, childbirth or related medical conditions may, when medically necessary, request a transfer to a less strenuous or hazardous position if any such position exists. If such a transfer can be reasonably accommodated, the employee disabled due to pregnancy, childbirth or related medical conditions will be transferred for the duration of her pregnancy, or for such period of time as her healthcare provider recommends, provided that she submits a written request for such transfer and, in addition, furnishes a doctor's written certification attesting that the transfer request is upon the doctor's advice. The District will not, however, undertake to create additional employment/positions it would not otherwise have created to meet its own business needs, nor will the District be required to discharge any employee, transfer any employee with more seniority than the disabled employee, or promote any employee who is not qualified to perform a job. Upon such a transfer, the disabled employee will receive the salary and benefits that are regularly

provided to employees in the position to which the employee has been transferred. Due to the small size of the District, transfer accommodations will not be possible in all cases.

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

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

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

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

### **8.12 Emergency Duty Leave**

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

### **8.13 School Activity Leave**

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

### **8.14 Natural Disaster Leave**

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

### **8.15 Leave Without Pay**

In the event of an absence wherein the employee does not have available accrued paid leave, the time off will be deemed as Leave Without Pay ("LWOP"). No benefits will accrue during LWOP. As in *Section 8.11 – Pregnancy Disability Leave* the District will continue to pay its share of the premium health care benefits for the first thirty (30) days of the unpaid portion of the leave. If the employee continues their unpaid leave status beyond this thirty (30) day period the employee may elect to continue their health care coverage via COBRA. All requests for LWOP must be authorized by the General Manager.

## **8.16 Military Spouse Leave**

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

# **Standards of Conduct**

## **9.01 Introduction**

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

## **9.02 Public Relations**

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

## **9.03 Contact with News Media**

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

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

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

- A. Clothing must be clean and reflect a high standard of personal hygiene, and must not cause a disruption in the workplace.
- B. Clothing must not allude to any obscenities, violence, sex, advertise any agency, service, or product, alcohol, marijuana, tobacco, or illegal substances, or contain or communicate any statement or picture that is not consistent with the nature of the work performed.
- C. Sleeveless shirts, athletic togs, flip-flops and/or casual sandals cannot be worn on District time.
- D. Employees may not wear clothing that exposes the midriff, pants that are excessively baggy or hanging below the waist, any excessively short, tight, or revealing clothing or visible undergarments.
- E. Hair length and facial hair shall not interfere with the performance of employment functions.
- F. Visible facial jewelry (other than earrings) may be required to removed, and tattoos may be required to be covered.
- G. Uniforms shall be clean, free from frays or tears, and clearly display the District name and logo.
- H. Shirts will be tucked into pants.
- I. Employees who are required to wear uniforms as a function of their jobs will wear their uniform while performing their jobs.

### **9.05 Work Rules**

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

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

### **9.06 Communications**

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

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

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

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



business or District time. Personal calls/texts while on District time must be kept to an absolute minimum.

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

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

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

### **9.09 Conflicts of Interest**

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

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

### **9.10 Progressive Discipline**

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

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

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

Regular employees have the right to respond either orally or in writing to the General Manager, and have the response considered prior to any suspension, demotion or termination being imposed (see Section 9.12). Any regular employee has the right of appeal to the Board of Trustees from a disciplinary action imposed by the General Manager. Such an appeal must be addressed in writing to the Board of Trustees and filed with the District office within ten (10) working days from the date of the imposition of the disciplinary action. The Board will conduct a hearing on an appeal within twenty (20) working days after receipt thereof. The Board may continue the hearing either for the convenience of the Board or upon written application of the appellant for a period not to exceed an additional twenty (20) working days from the receipt of the appeal. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the appellant. Such hearings shall be conducted in accordance with the appropriate provisions of the Government Code, and the parties may submit all proper and pertinent evidence against or in support of the causes. The hearing shall be closed except to necessary parties unless the employee requests, in writing, that the hearing be open to the general public. The Board may elect to contract with an independent hearing officer to conduct the

hearing. Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the Board shall be final. The Board may affirm, modify, or revoke the Order of Disciplinary Action. The decision of the Board shall be final for all purposes.

### **9.11 Grievance Procedure**

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

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

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

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

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

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

The California Supreme Court's *Skelly v. State Personnel Board* decision provides a public employee with certain procedural protections before discipline (a suspension of more than five working days) may be imposed. The Skelly procedure requires an administrative hearing whereby the employee or his/her representative may respond to the charges with facts and/or other information which may not have been known or considered. The Skelly procedure does not apply to at-will employees who serve at the pleasure of the appointing agency, to probationary employees, or to temporary employees unless so stipulated by District policy. The District names the General Manager as Skelly officer.

#### *The Procedure.*

The requirements of the Skelly procedure are as follows:

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

### *The Notice.*

The notice requirements of the Skelly procedure are as follows:

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

### *The Hearing.*

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

1. The General Manager will chair the hearing.
2. The hearing will be held privately with the employee and his/her representative, if any, and the employee's supervisor.
3. Minutes of the hearing will be recorded by the General Manager.
4. The General Manager will establish that the employee has received the notice and understands the charges set forth therein.
5. The General Manager will make available any documents which were consider in determining the proposed charges and disciplinary action.
6. The employee or his/her representative will be given the opportunity to respond to the proposed charges.
7. The employee or his/her representative will be given the opportunity to make final comments regarding the proposed action.
8. The General Manager shall close the hearing by indicating that he/she will consider all statements and/or documents which may have been presented prior to determining the final action.

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

### *The Action Letter.*

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

1. A statement of the charges and all facts related thereto, including the statements of the employee and/or the employee's representative.
2. The specific provision(s) of the District's policies or procedures that were violated.

3. The discipline that will be imposed, which cannot exceed the maximum state in the notice give the employee.
4. A statement that the employee may appeal the action consistent with the provisions of District policy or Memorandum of Understanding, as applicable.
5. Copies of the action letter will be given to the employee's supervisor and the employee's union representative or bargaining group if any.

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

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

Procedure:

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

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

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

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

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

##### **B. Motor Vehicle Reports**

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

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

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

##### **C. Other Requirements**

1. Authorized Drivers must be capable of demonstrating familiarity with the type of vehicles assigned.

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

## II. EXCLUDED EMPLOYEES

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

## III. VEHICLE USE

- A. District Vehicles
  1. District vehicles are provided to support official District business and are to be used only by Authorized Drivers. District vehicles will not be used by employees for personal reasons. Employees who use assigned vehicles on a 24-hour basis will drive such vehicles directly home after work and leave them parked until needed for District business.
  2. Vehicles are not to be considered part of an employee's compensation and must not be used as an inducement for employment. In all cases, the vehicles are to be operated in strict compliance with California motor vehicle laws and with the utmost regard for their care and cost-efficient use.
  3. Authorized Drivers will not transport persons other than on-duty District employees in a District-owned vehicle, unless the persons are being transported in connection with official District business, or as authorized by a supervisor.
  4. Except in the case of an emergency, a driver will not allow a vehicle to which he or she has been assigned to be driven by any person that is not authorized to drive the District-owned vehicle.
- B. Personal Vehicles

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

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

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

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

#### IV. ACCIDENT REPORTING PROCEDURES

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

- A. Always ensure that you are safe and uninjured before attempting to exit vehicle or move your body.
- B. Quickly jot down the other vehicles license plate number(s) if appropriate, in case they attempt to flee.
- C. If other vehicles were involved and/or the District vehicle has extensive damage, call 911 and notify the CHP that you were involved in an accident while driving a Government vehicle, and that your insurance carrier requires a police report. If damage to District vehicle is minor (i.e. broken tail light) AND no other vehicles were involved go to step D and ask for instruction on how to proceed.
- D. Notify the District of the accident.
- E. If safe and uninjured, exit the vehicle and take pictures of the damage to all vehicles and/or property, the scene, the roadway, and/or anything that would be pertinent to an accident investigation. Use the list on the back of the information exchange form as a guide. Use the disposable camera in the glove compartment or your cell phone camera.
- F. Retrieve the VCJPA Vehicle Accident Report Form from the glove compartment and complete this form at the scene. Ensure that you document the police officer's name, badge number and reporting agency.
- G. If vehicle is drivable, return to the District.
- H. Submit all report forms to our supervisor and verbally report the incident.
- I. Do not drive a damaged vehicle for your regular work tasks. If additional vector control work is necessary, then use a different District vehicle in order to complete the tasks.
- J. If a disposable camera was utilized to document damage, process the camera's film at the earliest opportunity.
- K. If damage appears to be greater than \$500, get three repair quotes as soon as possible; otherwise request instruction from General Manager on the appropriate course of action.
- L. Pick up the police report when available and return to supervisor.

#### V. DRIVER RESPONSIBILITIES

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

- A. Vehicles owned or maintained for use and service by the District will be used for District business. Exceptions to this rule must have General Manager approval.

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

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

## VI DEFINITIONS

- A. At-Fault Accidents: An accident arising out of the use of a motor vehicle due to the negligence or willful misconduct of the operator, or any other accident where reasonable assurance of non-fault cannot be furnished.
- B. Authorized Driver: Authorized drivers are those employees that have been identified, by verification of their driving record through the Department of Motor Vehicles, as 1) having an acceptable driving record in accordance with those standards set forth in this policy; 2) having received approval to drive District vehicles from the driver's manager or supervisor, and 3) meeting any other requirements as set forth by the District.
- C. Conviction: A conviction includes (1) a finding of guilty by a court or other tribunal as to any charged vehicular offense, (2) a plea of guilty or no contest (nolo contendere) to such an offense, or (3) a bail forfeiture without entry of a formal plea.
- D. Major Violations: Major violations shall include, but are not limited to the following:
  1. Driving under the influence of alcohol, marijuana, or drugs. This would include prescription drugs that have the warning that operating machinery or a motor vehicle while using this drug is not safe.
  2. Failure to report an accident.
  3. Making a false accident report.
  4. Vehicular homicide or manslaughter.
  5. Attempting to elude a police officer.
  6. Driving while license is suspended or revoked.
  7. Reckless driving, racing or speed contest.
  8. Speeding at 25 mph or more over the posted speed limit.
  9. Hit and Run.
- E. Minor Violations: Minor violations shall include any moving traffic violation other than a major violation. Examples include, but are not limited to the following:
  1. Speeding (less than 25 mph over the posted speed limit).
  2. Running a stop sign or red light.
  3. Improper turn.
  4. Passing across a double yellow line.
  5. Failure to yield.

6. Following too closely.

- F. Motor Vehicle Report (MVR): A report by the State of California Department of Motor Vehicles. It details the driving record by individual name and driver license number for each request submitted, and indicates the status of the applicable driver's license.
- G. Violation: An act involving the unsafe operation of a motor vehicle. Types of violation include:
- Civil – A written allegation by a law enforcement officer claiming a person violated a law such as a traffic ticket.
  - Infraction – A violation punishable by a fine or other penalty, but not by incarceration.
  - Misdemeanor – A violation punishable by imprisonment in a county jail, by fine, or by both.
  - Felony – A crime which is punishable with death or by imprisonment in the state prison. Under certain conditions a felony crime can be treated as a misdemeanor.

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

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

CalCard: The State of California offers state and local government agencies a Master Service Agreement, providing VISA purchase card services. The Cardholder is responsible for reconciling and approving the monthly Statement of Account and forwarding through the normal accounting procedures with the authorized purchase receipts. **CalCard is prohibited for ANY personal use.**

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

#### **Ethics in Purchasing:**

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

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

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

#### **Procedure**

##### **Purchases:**

1. All charges made on a District issued credit card may only be made by the employee named on the face of the card.
2. All charges made on a District issued credit card must be accompanied by an original itemized receipt with description of business purpose for the expense(s).



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

**Reconciliation:**

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

**Loss of Credit Cards and Misuse:**

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

4. If an employee makes an unauthorized charge, the employee will be requested to reimburse the District for the unauthorized charge(s) and will be subject to disciplinary action.

### **9.15 Travel and Travel Expense Reimbursement Policy**

The District hereby incorporates the Local Government Sunshine Law into policy. The Local Government Sunshine Law requires government officials to attend ethics training and develop procedures and limits for reimbursement on expenses for such attendance. Concurrently the District has developed a revised comprehensive policy for travel and travel expense reimbursement.

**Section 1. Ethics Training.** Each Trustee is required to receive two hours of ethics training every two years. The General Manager shall advise the Trustees of eligible training events and shall assist in compliance

**Section 2. Per Diems Not Applicable.** Since the Trustees are not paid per day for their attendance, the Board is not required to adopt regulations pertaining to such compensation.

**Section 3. Expense Reimbursement.** Each official attending a Board meeting, committee meeting, educational seminar or conference, meeting of another government body or a meeting with another government person, when deemed reasonably necessary by the Board, Board President or Manager, may be reimbursed in accordance with the rates set forth herein. District forms must be used establishing that expenses are within the policy.

**Section 4. Reports.** Each Trustee attending such an event shall provide a brief report on any meeting attended at District expense to the Board of Trustees at the next regular meeting.

**Section 5.** The District's travel policy shall be as follows:

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

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

Allowable Expenses

District Vehicle

Public Transportation

Private Auto Mileage

Car Rental

Reimbursement Limitation and Conditions Applicable

When a District vehicle is used, reimbursement shall be provided for purchase of gasoline, oil and emergency repairs when receipts are submitted with the expense report and District credit card is not assigned.

Actual Cost

**Immediate Southern California Area:** Employees are generally required to travel in District vehicles. The General Manager's approval must be obtained if private auto is used for travel. When private auto is approved, mileage shall be paid based on the United States IRS prevailing rate.

Actual Cost. It may be necessary for an employee to rent an automobile at his/her destination point because commercial sources of transportation are impractical. Group or government rates shall be sought. **Manager approval should be obtained by staff prior to departure to arrange**

**for an auto rental.** If the need for a rental car is not determined until the individual arrives at his/her destination, then he/she should indicate the justification for such expense on his/her Expense Report.

Parking and Business Related Telephone Calls	Actual Cost
Registration – Tuition	Actual Cost
Lodging	No reimbursement for one day or less.
Meals	Reimbursement for meals may be given only by preapproval of the General Manager, and shall not exceed \$60 per day to cover meals, including tips. The General Manager may consider approval of reimbursement in excess of \$60, if justified, but in no event shall expenses in excess of \$75 per day be approved.  Meals will not be reimbursed during travel within the defined immediate southern California area unless the employee is required to travel more than 150 miles and to begin their work day more than 1 hour earlier than their regularly scheduled daily report time or end their work day more than 1 hour after their regular scheduled daily quitting time.

**D. Travel Outside Immediate Southern California Area or More Than One Day:** Travel to conferences and workshops shall only be made with approval of the Board of Trustees. Travel for District business, training, or other meeting events shall be made with approval by the General Manager, or in his absence, an officer of the Board of Trustees.

<u>Allowable Expenses</u>	<u>Reimbursement Limitation and Conditions Applicable</u>
District Vehicle	Same as travel for One Day.
Public Transportation	Actual Cost. Airline tickets shall be purchased at least 21 days prior to departure, when possible, and group or government rates shall be sought.
Private Auto Mileage	<b>Outside Immediate Southern California Area:</b> If auto travel is authorized, employees are generally required to travel in District vehicles. The District Manager's approval must be obtained if private auto is used for travel. When private auto is approved, mileage reimbursement shall be paid based on the United States IRS prevailing rate. (See Section E.)  Reimbursement for private auto mileage shall be equivalent to or less than air coach fare from Santa Barbara or Ontario or Santa Maria to the destination or nearest airport thereto. Also, mileage from home or departure point to airport shall be reimbursed at the United States IRS prevailing rate. If car is not left at airport parking, and is returned home, then reimbursement will not exceed two one-way trips.
Group Travel	When two or more employees travel together, each will be reimbursed only for his/her actual expenses.
Car Rental	Same as travel for one day.
Parking and Business Related Telephone Calls	Same as travel for one day.
Personal Telephone Calls	On overnight stays, the District will reimburse personal telephone calls per day of up to 10 minutes total time. Receipt showing length of phone calls must be submitted for reimbursement.
Registration – Tuition	Same as travel for one day.
Lodging	Actual Cost. If not staying at designated conference hotel, the rate paid for other accommodations shall not exceed designated conference hotel.  Hotel and motel charges shall be based on single occupancy rates. The District will only reimburse employees for lodging expenses incurred for the single occupancy rate, or double occupancy if two employees per

room. The District will not pay for employee's guests. Receipts must be submitted for reimbursement.

Meals

Reimbursement allowances shall not exceed \$60 per day to cover meal, including meal tips. The General Manager may consider approval of reimbursement in excess of \$60, if justified, but in no event shall expenses in excess of \$75 per day be allowed.

General Manager may approve cash advances for meals to employees in hardship situations.

It is the intent that the food allowance reimbursements cover the actual cost and tip of food expenditures. As such, actual cost shall be entered on the expense report and all receipts shall be submitted for food reimbursement.

For travel the day of departure and return on longer trips the allowance is authorized only for meals actually required. All meal allowances should be entered on the appropriate lines of the travel expense report.

When conference registration fees include one or more meals or where individual meals are otherwise provided, a zero (0) should be entered for those meals on the travel expense report.

- E. **Private Vehicle Use:** Employee(s), in the course and scope of his or her employment, or Trustee(s), who in the course and scope of his or her duties as a Trustee for the District, who use a vehicle not otherwise owned, rented, or leased by the Mosquito and Vector Management District of Santa Barbara County, (1) shall obtain and keep in effect auto liability and property damage insurance with a carrier acceptable to the District providing minimum coverage of \$100,000/\$300,000 bodily injury and \$50,000 property damage; and (2) shall have on file, or submitted at least five days prior to use of said vehicle, proof of insurance attesting to the terms of coverage mentioned above and obtain approval on a permission form.

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

- F. **Emergency or Unanticipated Travel:** Shall mean meetings which are not specifically outlined in the District's budget and insufficient time is available for Board approval. The following limitations are provided:

1. Travel only within California.
2. Travel to be authorized by the General Manager

- G. **Exceptions:** The Board of Trustees is cognizant that there will be exceptional circumstances that mandate higher costs, different travel requirements, and lodging conditions. These exceptional circumstances will be noted in the travel authorization approved by majority of the Board Officers prior to the travel.

- H. **Non-reimbursable Expenses:** The following expenses shall not be reimbursable: Cost of alcoholic beverages, marijuana, laundry, personal needs and personal telephone calls, (except as provided for in Section D. "Personal Telephone Calls").

- I. **Conference Attendance by Trustees:** Attendance shall be limited to not more than three Trustees attending any one conference. The exceptions to this are Board Officers and Trustees who are officers and committee members of the California Mosquito and Vector Control Association and/or the Vector Control Joint Powers Agency.

- J. **Conference Attendance by Staff:** The District shall pay for expenses incurred by authorized employees who attend approved conferences, seminars, or meeting events. Approved events shall be limited to those included in the approved annual budget, and events not specifically itemized in the annual budget, providing the event will directly benefit the District and will not exceed the budgeted amount for travel.
- K. **Travel and Business Expense Audits:** It is the policy of the District that the General Manager shall be charged with the responsibility to develop and carry out an internal audit program of incoming Expense Reports, which assures that expenses claimed by Trustees and District employees are reimbursed in accordance with District policies and procedures pertaining to such expenses. District forms shall be developed and used for all expense reimbursements and receipts shall be attached.

# Appendix

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Appendix 1 Compensatory Time Off Election

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

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

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

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

Received by the General Manager

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

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

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

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



**END**

## General Manager's Report for November 2020

1. BC participated in the Santa Barbara County Office of Emergency Management, Emergency Manager's Committee Zoom Meeting on 11/4.
2. Four thousand five hundred and seventy-four dollars (\$4,574) were deposited in CERBT on 11/5.
3. BC Interview with the UCSB Daily Nexus regarding West Nile Virus. 11/6.
4. VI, KS, RS, DC and BC attended the University of California West Coast Rodent Academy webinars on 11/12 and 11/13 (5.5 continuing education hours earned)
5. VI, RS, DC and BC attended the University of Massachusetts Cooperative Extension webinar on "Babesiosis" (a malaria-like disease transmitted by ticks). 11/18 (one hour of continuing education credit earned).
6. JS participated in MVCAC's monthly update teleconference. 10/14.
7. BC participated in an interview for a TVSB community access television program hosted by Dr. Jory. 11/19.
8. KS attended the Entomological Society of America Annual Conference 11/16-11/19.
9. JS and BC had a web meeting with representatives from the French Chamber of Commerce in San Diego and Qista, a French company marketing a mosquito trap for invasive Aedes. 11/20/
10. BC gave two web presentations about the District and how I ended up here to classes at Goleta Valley Jr. High. 11/20.
11. JS continued with improvements to the outdoor landscaping and added modest holiday décor to the office.

### Upcoming:

1. BC – Zoom presentation on the Mosquito District and attending college to class at Fesler Jr. High, Santa Maria, in cooperation with the Santa Barbara County Education Office, Partners in Education program. 12/15
2. Webinar: The Fauna of Vernal Pools. Dr. Scott Cooper, UCSB. 12/17, (9:00 to 10 AM). All are welcome; let me know if you'd like to attend.
3. VCJPA webinar: California Venomous Snake Safety. 12/17.
4. Christmas Holiday. Friday, 12/25
5. Day after Christmas Holiday. Monday, 12/28
6. New Year Holiday. 1/1/21
7. BC – Presentation on Aedes aegypti at the Santa Barbara City Council meeting, 1/12/21