



Mosquito and Vector Management District of Santa Barbara County

Environmental Management of Human Disease Vectors

TRUSTEES:

President Ronald Hurd, Santa Barbara County
Secretary Adam Lambert, Santa Barbara County
Craig Geyer, Goleta
Bob Williams, Santa Barbara County

Vice-President Teri Jory, Santa Barbara
Charles Blair, Santa Barbara County
Cathy Schlottmann, Santa Barbara County
Patty DeDominic, Santa Barbara County

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

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

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 FOR INSTRUCTIONS ON HOW TO ACCESS THE MEETING.

AUGUST 13, 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 Items requiring additional discussion may be withdrawn from the listing and addressed in separate actions.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 July 9, 2020 regular meeting (Page 3)
 - B. Approval of the July Financial Statements for County Fund 4160 (Page 6)
 - C. Approval of the July Disbursement Report (Page 11)
 - D. Approval of the July Disease Surveillance Report (Page 16)
 - E. Approval of the July District Operations Report (Page 18)

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

- A. Update on District operations during coronavirus pandemic.
- B. Accounts receivable contracts' status (5909 Misc. Revenue) (Page 19)
- C. Update on lead vector control technician and vector biologist technician positions.
- D. Discuss Public Agency Retirement System (PARS) as an option for funding other post-employment benefits (OPEB).
- E. Consider approving southern region districts' Mutual Aid Agreement. (Page 20)

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

- A. Performance review for General Manager Brian Cabrera
- B. Review contract for special services between the Mosquito and Vector Management District of Santa Barbara County and the County of San Luis Obispo (Page 26)
- C. Review and approve MOU and Mosquito Management Plan for the Goleta Sanitary District (Page 37)
- D. Approve the updated and amended District's Conflict of Interest Code (Page 49)
- E. Consider inviting GovInvest to present on their OPEB analysis software

9. GENERAL MANAGER'S REPORT (Page 54)

10. BOARD ANNOUNCEMENTS

11. ADJOURNMENT (Next scheduled meeting: 2:00 PM; Thursday, September 10, 2020)

**MOSQUITO AND VECTOR MANAGEMENT DISTRICT
of Santa Barbara County
MINUTES OF REGULAR MEETING OF TRUSTEES
July 9th, 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, July 9th, 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 (arrived 2:10, prior to Item 8A)
Secretary Adam Lambert
Trustee Robert Williams
Trustee Charlie Blair (arrived 2:10, prior to Item 8A)
Trustee Cathy Schlottmann
Trustee Patty DeDominic
Trustee Craig Geyer

TRUSTEES ABSENT:

None.

IN ATTENDANCE:

Brian Cabrera, General Manager
Jessica Sprigg, Administrative Assistant
Carrie Troup, CPA
Mitch Barker, PARS representative
Anne Wimmer, PARS representative

2. CONFIRMATION OF AGENDA

-It was suggested that Item 8A be placed after public comments to accommodate the schedules of the PARS representatives. No objections.

3. STAFF ANNOUNCEMENTS regarding District business.

-None.

4. CORRESPONDENCE

-None.

5. PUBLIC COMMENT –

-None.

8. NEW BUSINESS

A. Presentation by Mitch Barker from PARS (Public Agency Retirement Services)

-PARS representatives provided a review of the District's unfunded liabilities and contributions to the CERBT fund. The investment approach of PARS was discussed. Board discussed the options available (stay with CalPERS, move funds to PARS, or utilize both agencies). Item was continued to next month.

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 June 11, 2020 regular meeting
 - B. Approval of the June Financial Statements for County Fund 4160
 - C. Approval of the June Vendor Disbursement Report
 - D. Approval of the June Disease Surveillance Report
 - E. Approval of the June District Operations Report
- It was moved by Trustee Williams and seconded by Trustee Schlottmann to approve the Items of General Consent following discussion. In response to an inquiry from Trustee Lambert, GM Cabrera reported that the number of mosquitoes trapped was not above average for this time of year. Motion to approve Items of General Consent passed 8-0-0 by roll call vote.*
7. OLD BUSINESS
- A. Update on District operations during coronavirus pandemic.
-District is fully operational. Masks are worn in the office and the front door remains locked during business hours. Staff continues to struggle to locate a supplier of N95 masks.
 - B. Accounts receivable contracts' status (5909 Misc. Revenue)
-Board directed that when a contract is listed as "submitted" that the date of submission be included.
 - C. Update on lead vector control technician and vector biologist technician positions
-Interviews for the lead vector control technician were conducted by President Hurd, Vice-President Jory, GM Cabrera, and Ken Klemme of the Northern Salinas Valley Mosquito Abatement District. Position was offered to and accepted by Vesna Ibarra. She expressed her gratitude to the committee and the Board. GM Cabrera is negotiating salary with the union representatives.
8. NEW BUSINESS
- B. Approve contract for special services between the Mosquito and Vector Management District of Santa Barbara County and the County of San Luis Obispo
-Trustee Geyer opined that the option to renew would need to have a cost escalator in order to cover increased costs in the future. He also expressed that an agreement in the form of an MOU as with our other contracts would be preferable. Trustee Geyer made a motion to deny the contract in light of the points mentioned. Seconded by Trustee Schlottmann and passed 8-0-0 by roll call vote.
 - C. Discuss and approve southern region districts' Mutual Aid Agreement
-Trustee Geyer inquired what other districts are participating and who authored the document. Item was continued to next month.
 - D. Public hearing to consider resolution approving Engineer's Report and ordering the levy of assessments for fiscal year 2020-21
-It was moved by Trustee Schlottmann and seconded by Trustee Blair to open the public hearing at 3:46 and consider the resolution to continue the benefit assessment. Motion passed 8-0-0 by roll call vote. No calls or written communications regarding the assessment were received from the public. Trustee Schlottmann moved to close the public hearing at 3:48. Seconded by Trustee Lambert and passed 8-0-0 by roll call vote.
 - E. Consideration of Resolution 20-04 approving the Engineer's Report and continuation of the assessments for fiscal year 2020-21, for service zones no. 1 and no. 2 mosquito and disease control assessments
-Staff Report recommending the continuation of assessments for fiscal year 2020-21

-Trustee Schlottmann made a motion to adopt Resolution 20-04, setting the SFE benefit assessment rate for FYE 20-21 at \$10.83, and read the resolution by title only. Motion seconded by Trustee Williams. Trustee Schlottmann read the title of the resolution and the motion passed 8-0-0 by roll call vote.

9. MANAGER'S REPORT

-An employee of Moss, Levy, and Hartzheim visited the office to perform the annual pesticide inventory.

10. BOARD ANNOUNCEMENTS

-SBCCSDA meeting for July has been cancelled.

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

Report : Financial Status

Selection Criteria: Fund = 4160

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

Last Updated: 8/5/2020 4:34:14 AM

As of: 7/31/2020 (8% Elapsed) Accounting Period: CLOSED

Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	7/31/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Revenues				
Taxes				
3010 -- Property Tax-Current Secured	434,000.00	0.00	-434,000.00	0.00 %
3011 -- Property Tax-Unitary	6,200.00	0.00	-6,200.00	0.00 %
3020 -- Property Tax-Current Unsecd	18,500.00	0.00	-18,500.00	0.00 %
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 %
3050 -- Property Tax-Prior Unsecured	2,300.00	0.00	-2,300.00	0.00 %
3054 -- Supplemental Pty Tax-Current	8,000.00	1.23	-7,998.77	0.02 %
3056 -- Supplemental Pty Tax-Prior	200.00	0.00	-200.00	0.00 %
Taxes	477,200.00	1.23	-477,198.77	0.00 %
Use of Money and Property				
3380 -- Interest Income	13,000.00	0.00	-13,000.00	0.00 %
3381 -- Unrealized Gain/Loss Invstmnts	-4,000.00	0.00	4,000.00	0.00 %
Use of Money and Property	9,000.00	0.00	-9,000.00	0.00 %
Intergovernmental Revenue-State				
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 %
Intergovernmental Revenue-Other				
4840 -- Other Governmental Agencies	12,000.00	0.00	-12,000.00	0.00 %
Intergovernmental Revenue-Other	12,000.00	0.00	-12,000.00	0.00 %
Charges for Services				
4877 -- Other Special Assessments	633,929.00	0.00	-633,929.00	0.00 %

Report : Financial Status

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Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	7/31/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Charges for Services	633,929.00	0.00	-633,929.00	0.00 %
Miscellaneous Revenue				
5909 -- Other Miscellaneous Revenue	110,000.00	0.00	-110,000.00	0.00 %
Miscellaneous Revenue	110,000.00	0.00	-110,000.00	0.00 %
Revenues	1,244,129.00	1.23	-1,244,127.77	0.00 %
Expenditures				
Salaries and Employee Benefits				
6100 -- Regular Salaries	470,000.00	28,507.19	441,492.81	6.07 %
6210 -- Commissioner/Director/Trustee	10,000.00	800.00	9,200.00	8.00 %
6400 -- Retirement Contribution	166,850.00	5,539.83	161,310.17	3.32 %
6475 -- Retiree Medical OPEB	25,300.00	2,066.44	23,233.56	8.17 %
6500 -- FICA Contribution	29,140.00	1,830.57	27,309.43	6.28 %
6550 -- FICA/Medicare	6,900.00	428.12	6,471.88	6.20 %
6600 -- Health Insurance Contrib	145,000.00	11,481.32	133,518.68	7.92 %
6700 -- Unemployment Ins Contribution	3,500.00	18.40	3,481.60	0.53 %
6900 -- Workers Compensation	22,000.00	20,206.00	1,794.00	91.85 %
Salaries and Employee Benefits	878,690.00	70,877.87	807,812.13	8.07 %
Services and Supplies				
7030 -- Clothing and Personal	6,700.00	146.82	6,553.18	2.19 %
7050 -- Communications	6,800.00	388.24	6,411.76	5.71 %
7070 -- Household Supplies	3,000.00	376.00	2,624.00	12.53 %
7090 -- Insurance	18,000.00	16,976.00	1,024.00	94.31 %
7120 -- Equipment Maintenance	6,800.00	0.00	6,800.00	0.00 %

Report : Financial Status

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As of: 7/31/2020 (8% Elapsed) Accounting Period: CLOSED

Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2021 Fiscal Year Adjusted Budget	7/31/2020 Year-To-Date Actual	6/30/2021 Fiscal Year Variance	6/30/2021 Fiscal Year Pct of Budget
Other Financing Sources				
5911 -- Oper Trf (In)-Other Funds	88,200.00	0.00	-88,200.00	0.00 %
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 %
Mosquito & Vector Mgt District	0.00	-108,696.18	-108,696.18	--
Net Financial Impact	0.00	-108,696.18	-108,696.18	--

Report : Cash Balances

Selection Criteria: Fund = 4160-4161

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

Last Updated: 8/5/2020 4:34:14 AM

							As of: 7/31/2020	Accounting Period: CLOSED
Fund	7/1/2020 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	7/31/2020 Ending Balance		
4160 -- Mosquito & Vector Mgt District	1,434,589.85	0.00	4,355.90	31,064.69	78,592.45	1,329,288.61	Transactions...	
4161 -- SB Vector-Cap Asset Reserve	605,580.72	0.00	1,857.78	0.00	0.00	607,438.50	Transactions...	
Total Report	2,040,170.57	0.00	6,213.68	31,064.69	78,592.45	1,936,727.11		

Report : Vendor Disbursements

Selection Criteria: Fund = 4160

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

Last Updated: 8/5/2020 4:34:14 AM

From 7/1/2020 to 7/31/2020

Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
Vendor 005979 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM					
W - 09750689	07/15/2020	880		PEB-	4,574.00 Details...
				Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	4,574.00
Vendor 006215 -- US BANK CORPORATE PAYMENT SYSTEM					
ACH - 684770	07/01/2020	880		Vendor Account:	1,170.24 Details...
ACH - 688382	07/31/2020	880		Vendor Account:	1,305.36 Details...
				Total US BANK CORPORATE PAYMENT SYSTEM	2,475.60
Vendor 009136 -- TECHEASE COMPUTER SOLUTIONS LLC					
W - 09750917	07/22/2020	880		Vendor Invoice #:	140.00 Details...
				Total TECHEASE COMPUTER SOLUTIONS LLC	140.00
Vendor 050379 -- ADP INC					
EFT	07/10/2020	880		Vendor Invoice #:	390.60 Details...
				Total ADP INC	390.60
Vendor 080067 -- ATKINSON ANDELSON LOYA RUUD ROMO					
W - 09750935	07/22/2020	880		Vendor Invoice #:	410.55 Details...
				Total ATKINSON ANDELSON LOYA RUUD ROMO	410.55
Vendor 086415 -- CITY EMPLOYEES ASSOC LLC					
ACH - 685194	07/02/2020	880		UNION DUES	48.00 Details...
ACH - 687318	07/21/2020	880		UNION DUES	48.00 Details...
ACH - 688334	07/30/2020	880		UNION DUES	48.00 Details...
				Total CITY EMPLOYEES ASSOC LLC	144.00
Vendor 101532 -- STREAMLINE					
W - 09750303	07/06/2020	880		Vendor Invoice #:	200.00 Details...
				Total STREAMLINE	200.00
Vendor 132153 -- MVCAC MOSQUITO & VECTOR CONTROL ASSOC OF CA					
W - 09750940	07/22/2020	880		Vendor Invoice #:	9,500.00 Details...
				Total MVCAC MOSQUITO & VECTOR CONTROL ASSOC OF CA	9,500.00
Vendor 194683 -- Allied Administrators for Delta Dental					
ACH - 686287	07/09/2020	880		ID #	971.74 Details...
				Total Allied Administrators for Delta Dental	971.74
Vendor 244645 -- AFLAC					

Report : Vendor Disbursements

Selection Criteria: Fund = 4160

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

Last Updated: 8/5/2020 4:34:14 AM

From 7/1/2020 to 7/31/2020

Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
W - 09750095	07/01/2020	880		Vendor Invoice #:	226.44 Details...
W - 09751306	07/29/2020	880		Vendor Invoice #:	339.66 Details...
				Total AFLAC	566.10
Vendor 246891 -- MISSION LINEN SUPPLY					
ACH - 685235	07/02/2020	880		Vendor Account:	500.38 Details...
				Total MISSION LINEN SUPPLY	500.38
Vendor 275268 -- FEDEX					
ACH - 685029	07/01/2020	880		Vendor Invoice #:	93.03 Details...
ACH - 687359	07/21/2020	880		Vendor Invoice #:	120.51 Details...
				Total FEDEX	213.54
Vendor 346888 -- CARRIE TROUP CPA					
ACH - 687633	07/23/2020	880		Vendor Invoice #	2,325.00 Details...
				Total CARRIE TROUP CPA	2,325.00
Vendor 509950 -- MARBORG INDUSTRIES					
ACH - 687079	07/20/2020	880		Vendor Account:	153.24 Details...
				Total MARBORG INDUSTRIES	153.24
Vendor 522736 -- McCormix Corporation					
ACH - 686425	07/10/2020	880		Vendor Account:	663.48 Details...
				Total McCormix Corporation	663.48
Vendor 556712 -- MONTECITO WATER DISTRICT					
ACH - 686431	07/10/2020	880		Vendor Account:	71.14 Details...
				Total MONTECITO WATER DISTRICT	71.14
Vendor 648390 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM					
				Vendor Invoice #: 100000016112689; Vendor Account:	
ACH - 688202	07/29/2020	880			12,380.84 Details...
				Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	12,380.84
Vendor 710175 -- STATE/FEDERAL TAXES & DIRECT DEPOSITS					
EFT	07/02/2020	880		Vendor Account:	14,832.97 Details...
EFT	07/16/2020	880		Vendor Account:	15,841.12 Details...
				Total STATE/FEDERAL TAXES & DIRECT DEPOSITS	30,674.09
Vendor 740582 -- BIG GREEN CLEANING CO					

Report : Vendor Disbursements

Selection Criteria: Fund = 4160

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

Last Updated: 8/5/2020 4:34:14 AM

From 7/1/2020 to 7/31/2020

Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
ACH - 685125	07/01/2020	880		Vendor Invoice #: 542398; Vendor Account:	227.00 Details...
ACH - 687390	07/21/2020	880		Vendor Invoice #: 559249; Vendor Account:	241.00 Details...
ACH - 687514	07/22/2020	880		Vendor Invoice #: 556001; Vendor Account:	135.00 Details...
				Total BIG GREEN CLEANING CO	603.00
Vendor 767200 -- SOUTHERN CALIFORNIA EDISON					
ACH - 686578	07/14/2020	880		Vendor Account:	185.76 Details...
				Total SOUTHERN CALIFORNIA EDISON	185.76
Vendor 767800 -- THE GAS COMPANY					
ACH - 686450	07/10/2020	880		Vendor Account:	20.98 Details...
				Total THE GAS COMPANY	20.98
Vendor 776537 -- COX COMMUNICATIONS - BUSINESS					
ACH - 686452	07/10/2020	880		Vendor Account:	406.92 Details...
				Total COX COMMUNICATIONS - BUSINESS	406.92
Vendor 849629 -- VECTOR CONTROL JOINT POWERS AGENCY					
W - 09750552	07/09/2020	880		Vendor Invoice #: VCJP-2020-114; Vendor Account:	37,182.00 Details...
				Total VECTOR CONTROL JOINT POWERS AGENCY	37,182.00
Vendor 855111 -- Vision Service Plan-CA					
ACH - 688311	07/29/2020	880		Vendor Invoice #: 809988238; Vendor Account:	195.18 Details...
				Total Vision Service Plan-CA	195.18
				Total Mosquito & Vector Mgt District	104,948.14



P.O. BOX 6343
FARGO ND 58125-6343



ACCOUNT NUMBER
STATEMENT DATE 07-22-2020
AMOUNT DUE \$1,305.36
NEW BALANCE \$1,305.36
PAYMENT DUE ON RECEIPT



000001926 01 SP 0.560 106481211646090 P
MVM DISTRICT
ATTN BRIAN CARERA
PO BOX 1389
2450 LILLIE AVE
SUMMERLAND CA 93067-1389

AMOUNT ENCLOSED
\$
Please make check payable to "U.S. Bank"

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

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY									
MVM DISTRICT	Previous Balance	Purchases And Other Charges	Cash Advances	Cash Advance Fees	Late Payment Charges	- Credits	- Payments	= New Balance	
Company Total	\$1,170.24	\$1,324.04	\$0.00	\$0.00	\$0.00	\$18.68	\$1,170.24	\$1,305.36	

CORPORATE ACCOUNT ACTIVITY				
MVM DISTRICT				TOTAL CORPORATE ACTIVITY
				\$1,170.24 CR
Post Date	Tran Date	Reference Number	Transaction Description	Amount
07-02	07-02	74798260184000000000058	PAYMENT - 684770 00000 A	1,170.24 PY

NEW ACTIVITY					
VESNA IBARRA		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$144.44	\$0.00	\$144.44
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
07-08	07-07	24231680190837000210216	SMART AND FINAL 915 CARPENTERIA CA	84.39	
07-10	07-09	24765010192091003206092	MINER'S ACE HARDWARE GOLETA CA	60.05	

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	800-344-5696		PREVIOUS BALANCE	1,170.24
		PURCHASES & OTHER CHARGES	1,324.04	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	07/22/20	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	18.68
			PAYMENTS	1,170.24
			ACCOUNT BALANCE	1,305.36
SEND BILLING INQUIRIES TO:		AMOUNT DUE		
U.S. Bank National Association		1,305.36		
C/O U.S. Bancorp Purchasing Card Program				
P.O. Box 6335				
Fargo, ND 58125-6335				



Company Name: MVM DISTRICT
Corporate Account Number:
Statement Date: 07-22-2020

NEW ACTIVITY					
JESSICA E SPRIGG		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$269.14	\$0.00	\$269.14
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-29	06-26	24137460179001122494532	USPS PO 0513320113 CARPINTERIA CA		3.90
07-03	07-02	24137460185001138868408	USPS PO 0513320113 CARPINTERIA CA		2.00
07-09	07-08	24755420190171900681954	ESAFETY SUPPLIES INC 866-6933754 CA		194.24
07-15	07-14	24137460197001012537893	USPS PO 0513320113 CARPINTERIA CA		55.00
07-16	07-15	24492150197637499795995	OPENSESAME HTTPSOPENSESA OR		14.00
ROBBY R SHARP		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$218.90	\$0.00	\$218.90
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-24	06-22	24692160175100704767658	REI #134 SANTA BARBARA SANTA BARBARA CA		146.82
07-17	07-15	24761970198091175000136	PRAXAIR DIST INC 70161 8059660829 CA		72.08
KAREN EGERMAN-SCHULTZ		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$128.63	\$0.00	\$128.63
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-29	06-26	24231680179837000688655	SMART AND FINAL 702 GOLETA CA		45.00
07-02	07-01	24231680184837000295918	SMART AND FINAL 914 SANTA BARBARA CA		11.55
07-20	07-17	24761970200091178000097	PRAXAIR DIST INC 70161 8059660829 CA		72.08
DONALD CRAM		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$305.34	\$0.00	\$305.34
Post Date	Tran Date	Reference Number	Transaction Description		Amount
06-24	06-23	24040830175900010600023	LA CUMBRE FEED SANTA BARBARA CA		152.55
07-09	07-08	24040830190900011800151	LA CUMBRE FEED SANTA BARBARA CA		135.60
07-14	07-13	24040830195900012200117	LA CUMBRE FEED SANTA BARBARA CA		17.19
BRIAN J CABRERA		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$18.68	\$257.59	\$0.00	\$238.91
Post Date	Tran Date	Reference Number	Transaction Description		Amount
07-07	06-17	24692160169100613004027	NET10 *SERVICES NET10.COM FL		18.68 CR
07-09	07-08	24399000190503935011454	BESTBUYCOM806217811853 888-BESTBUY MN		24.77
07-09	07-08	24755420190171900682028	ESAFETY SUPPLIES INC 866-6933754 CA		217.83
07-15	07-14	24493980197026985555825	ZOOM.US 888-799-9666 CA		14.99



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

DISEASE SURVEILLANCE REPORT

July 2020

Live Mosquito-Borne Virus Surveillance

Mosquito activity along the south coast was low to moderate with a few hotspots but overall trap catches were low.

Location	Date	Number of Mosquitoes	Number of Traps	Mosquitoes per Trap Night	Pools Submitted	Result
Santa Barbara County						
More Mesa at Shoreline Dr. X Orchid Dr.	6/30 – 07/02	15	2**	3.75	1	Negative
Airport at 3470 Hollister	07/07 – 07/10	10	1**	3.33	1	Negative
UCSB West Campus-Devereux Lagoon	07/15–07/16	8	12*	0.66	0	
UCSB North Campus Open Space	07/16-07/18	9	3**	3.1	3	Negative
UCSB North Campus Open Space	07/17–07/18	97	11*	8.8	3	Negative
Carpinteria Creek	07/22--07/24	4	3**	0.67	2	Negative
UCSB/SB Air Bluffs	07/27–07/28	252	12*	21	5	Negative
Sage Hill Campground	07/29–07/30	10	2**	5	1	Pending

*Encephalitis Virus Survey (CO₂) traps.

** Gravid trap

West Nile Virus Activity

Three dead birds in Santa Barbara County were reported to the hotline in July. Only one of the birds was tested, and the result was negative.

There have been seven reported cases of human infection with WNV this year in California in Long Beach (1), Los Angeles (1), Madera (1), and Stanislaus (4) Counties. In the United States, 17 human cases of WNV have been reported as of July 28.

So far this year, 64 birds have tested positive for WNV in California in 12 counties. One horse has tested positive for WNV in California in 2020 (Amador County). A total of 474 positive mosquito pools were reported from 21 counties this year.

No WNV activity of any kind has been detected in Santa Barbara County this year, to date.

St. Louis Encephalitis Virus Activity

No cases of humans infected with SLEV have been reported in California this year. As of 7/31/20, 143 positive mosquito pools were reported from Fresno (44), Imperial (9), Kern (5), and Riverside (85) counties.

Zika Virus and Invasive *Aedes* Mosquito Update

As of August 1, 2020, there have been 748 travel-associated Zika virus infections in California since 2015. The last case in Santa Barbara County occurred in 2017. Neither yellow fever mosquitoes, *Aedes aegypti*, nor Asian tiger mosquitoes, *Ae. albopictus* (both known vectors of the Zika virus) have ever been detected in Santa Barbara County, to date. However, invasive *Aedes* are present in the following counties: Los Angeles, Orange, San Diego, Riverside, San Bernardino, Imperial, Kern, Kings, Fresno, Madera, Merced, San Joaquin, Placer, Sacramento, Stanislaus and Tulare.

Western Equine Encephalitis

There was no reportable WEE activity in California for July.

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, now, the U.S. Forest Service Fire Station in Carpinteria. A flock of five sentinel chickens was placed at the fire station (6115 Casitas Pass Rd.) on 7/17. Blood samples collected from chickens at these sites on 7/7, 7/20, and 7/21 tested negative for the presence of WNV, SLEV and WEE viruses. In 2020, 12 chickens from three counties have tested positive for WNV.



Photo from BioQuip.com

Gravid Mosquito Trap

The District has been in possession of three tool-box-style gravid traps for at least ten years, but they haven't been put to use until this year. Gravid traps attract female mosquitoes that are ready to lay eggs on the surface of stagnant water. The oviposition conditions best fit the requirements for mosquitoes in the genus *Culex*, which are the mosquitoes most likely to be carrying West Nile, Western equine encephalitis, or St. Louis encephalitis viruses. Gravid females are also the most likely to be infected with these viruses, since at least one blood meal is required for eggs to develop. The trap is placed over a tray of water that has been infused with organic matter until it has a pungent smell. A battery-powered fan pulls mosquitoes from the space above the water surface into the collection chamber. Gravid traps will be a great tool for the District's disease surveillance program.

Mosquito and Vector Management District of Santa Barbara County

Report of District Operations -July 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	37.0	9.5										5.0	10.0			61.50
Goleta Valley	58.0	22.0		1									1.5		1	81.50
Rancho Embarcadero	3.5	2.5														6.00
Isla Vista	5.0	1.0											8.5			14.50
Hope Ranch	5.0	0.5														5.50
Hidden Valley																0.00
Santa Barbara area	27.0	5.5		2	1				1.5	2						34.00
Mission Canyon									7.0							7.00
Montecito	12.0	1.5	1	1												13.50
Summerland	2.5	1.5							1.0			16.0				21.00
Carpinteria	10.0	2.0		1								3.0	2.5			17.50
Carpinteria Valley	6.5	1.5														8.00
Carp Salt Marsh	24.5	7.0														31.50
Camino Real	1.0	0.5														1.50
Storke Ranch	0.5															0.50
Goleta Sanitary																0.00
City of Goleta																0.00
UCSB	12.0	2.0											8.0			22.00
Santa Barbara Airport	13.0	6.5														19.50
City of Santa Barbara	7.5	2.0														9.50
SoCalGas																0.00
South County	225.0	65.5	1	5	1	0.0	0.0	0	9.5	2	0.0	24.0	30.5	0	1	354.50
North County												11.5	8.5			20.00
Pismo Beach																0.00
Oceano Dunes																0.00
San Luis Obispo																0.00
SLO County	0.0	0.0	0	0	0	0.0	0.0	0	0.0	0	0.0	0.0	0.00	0	0	0.00
Monthly Totals	225.0	65.5	1	5	1	0.0	0.0	0	9.5	2	0.0	35.5	39.00	0	1	374.50
Year to Date	1298.5	390.5	23	34	10	14.5	8.0	10	28.0	12	0.0	282.0	150.25	2	4	

	This Month	Year to Date
Total Inspection Hours	234.5	1341.0
Total Treatment Hours	65.5	398.5
Total Mileage	3,567.0	21,258.0

Account	MOU Maximum	FYE20	FYE19	FYE18	MOU Status
1 Wynmark	\$ 1,630	\$966.47	\$1,143.53	\$1,365.00	FYE21 Complete
3 Goleta Sanitary District	\$ 5,425	\$5,174.11	\$3,598.48	\$4,044.15	FYE 21 complete after Board approval
4 Goleta, City of	\$ 19,609	\$2,802.59	\$5,217.48	\$2,230.54	FYE21 complete
5 Oceano Dunes District	\$35,000*	\$14,871.28	\$9,623.00	\$16,261.56	FYE21 complete
6 Pismo Beach, City of	\$ 16,920	\$4,024.30	\$4,438.80	\$5,037.80	FYE21 complete
7 Santa Barbara Airport	\$ 80,800	\$68,547.72	\$45,749.85	\$51,443.09	FYE21 Complete
8 Santa Barbara, City of	\$ 8,798	\$4,591.18	\$5,691.54	\$5,862.67	FYE21 Complete
9 SoCalGas	\$ 3,100	\$2,410.70	\$525.00	\$1,015.00	FYE21 contract received, working on terms of agreement
10 Cal-Storke, LLC	\$ 2,100	\$1,065.26	\$1,050.00	\$1,540.00	FYE21 complete
11 UCSB	\$ 41,000	\$35,038.62	\$25,584.03	\$11,439.49	FYE 21 complete
12 San Luis Obispo, County of	\$ 15,420	\$10,819.61	\$6,489.76	\$7,842.40	MVMDSBC contract submitted on 8/3/20
	\$ 194,802	\$150,311.84	\$109,111.47	\$108,081.70	

	July 1, 2020	Budgeted
FYE 2021	\$20,335.49	\$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

MUTUAL AID AGREEMENT FOR MOSQUITO AND VECTOR
CONTROL SERVICES

This Agreement is made and entered into by and between the mosquito and vector control agencies of Southern California that are signatory herein, on the ____day of _____ 2019.

RECITALS

WHEREAS, mosquitoes and other vectors can transmit disease and cause discomfort to humans and other animals;

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

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

WHEREAS, the mosquitoes and the diseases that are transmitted by those mosquitoes and other vectors cross political boundaries;

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

WHEREAS, a further purpose of the Agreement is to implement mutual response as part of any declaration of emergency that may be declared pursuant to the California Emergency Services Act (California Government Code Section 8550 *et seq.*);

WHEREAS, the California Joint Powers Act (California Government Code Section 6550 *et seq.*) provides that two or more public agencies may jointly exercise any power common to the contracting parties (§6502); and

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

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

1. PURPOSE.

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

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

C. Definitions.

- i. Emergency- a natural or man-made event that causes concern with an agency that mosquitoes or other vectors may spread disease or discomfort beyond the area or capabilities that an agency can combat or abate using its own personnel and resources.
- ii. Authorized Official- an officer or employee of a public agency that is signatory to this Agreement that is authorized by the governing body of the public agency or its authorized executive or management officers to request or offer assistance under this Agreement.
- iii. Requesting Agency- the public agency requesting assistance under this Agreement.
- iv. Responding Agency- the agency responding to a request for assistance under this Agreement.
- v. Period of Assistance- the period of time during which a Responding Agency assists the Requesting Agency. The period commences after the request for assistance is received and the Responding Agency agrees to respond. It includes any call-up efforts, mobilization, and coverage arrangements, and includes the portal to portal costs of equipment, personnel and supplies utilized in the response. The period includes the demobilization costs upon return to the Responding Agency.

2. MUTUAL AID REQUEST AND RESPONSE.

A. Authorized Official. Each signatory agency shall designate an Authorized Official, and any alternates, and provide contact information necessary for 24-hour access for the signatory agencies.

B. Requests for Assistance. In the event of an Emergency, an Authorized Official of the Requesting Agency may request mutual aid and assistance from another signatory agency to this Agreement. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be made to the Authorized Official(s) of the Responding Agency(ies).

C. Response to a Request for Assistance. After a Responding Agency receives a request for assistance, the Authorized Official of the Responding Agency shall evaluate whether

resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official of the Responding Agency shall inform, as soon as possible, the Requesting Agency whether it has the resources to respond. If the Responding Agency is willing and able to provide assistance, the Responding Agency shall inform the Requesting Agency about the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Agency's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Responding Agency receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. A Responding Agency's Authorized Official's decisions on the availability of resources shall be a matter of his/her or the Responding Agency's sole discretion.

3. RESPONDING AGENCY PERSONNEL AND RESOURCES.

A. Control.

- i. Generally. Responding Agency personnel and resources shall remain under the direction and control of the Responding Agency. The Requesting Agency's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Agency.
- ii. NIMS or SEMS/Incident Command System. In cases where CAL OES becomes involved in federal or state emergencies, the signatory parties may be required to use the Incident Command System (ICS) as prescribed by the State's Standard Emergency Management System (SEMS) or the National Emergency Management System (NEMS).

B. Communication. The Requesting Agency shall provide the Responding Agency personnel with radio equipment as necessary, or radio frequency information to program existing radio, or other communication protocols in order to facilitate communications.

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

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

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

4. COST REIMBURSEMENT.

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

- i. Personnel – Responding Agency personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Agency designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Agency reimbursement to the Responding Agency must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs and an administrative overhead of 3% on salaries, hourly wages, costs for fringe benefits, and indirect costs.
- ii. Equipment – The Requesting Agency shall reimburse the Responding Agency for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the California Department of Transportation’s (CALTRANS) Labor Surcharge and Equipment Rental Rate Book. If a Responding Agency uses rates different from those in the CALTRANS Labor Surcharge and Equipment Rental Rate Book, the Responding Agency must provide such rates in writing to the Requesting Agency prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the CALTRANS Labor Surcharge and Equipment Rental Rate Book must be developed based on actual recovery of costs, plus 3% administrative overhead.
- iii. Materials and Supplies - The Requesting Agency must reimburse the Responding Agency in kind or at actual replacement cost, plus reasonable handling charges, for use of expendable or nonreturnable supplies. The Responding Agency must not charge direct fees or rental charges to the Requesting Agency for other supplies and reusable items that are returned to the Responding Agency in a clean, damage-free condition. Reusable supplies that are returned to the Responding Agency with damage must be treated as expendable supplies for purposes of cost reimbursement.

B. Payment Period. The Responding Agency must provide an itemized bill to the Requesting Agency for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Agency must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Agency must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent,

the bill accrues interest at the rate of prime, as reported by the Wall Street Journal, plus two percent (2%) per annum.

5. DISPUTES.

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

6. REQUESTING AGENCY'S DUTY TO INDEMNIFY.

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the signatory parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the signatory parties agree that pursuant to Government Code Section 895.4, the Requesting Agency shall assume the defense of, fully indemnify and hold harmless, the Responding Agency, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Agency's personnel work and/or provision of resources during the Period of Assistance. The scope of the Requesting Agency's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Agency, or faulty treatment or abatement or other negligent acts, errors, or omissions by Requesting Agency or the Responding Agency personnel.

7. WORKER'S COMPENSATION CLAIMS

The Responding Agency is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Agency shall reimburse the Responding Agency for all costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Agency and Responding Agency.

8. NOTICE.

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

9. INSURANCE.

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

10. WITHDRAWAL.

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

11. MODIFICATION.

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

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

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

13. COUNTERPARTS.

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

14. EFFECTIVE DATE.

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

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

THIS MEMORANDUM OF UNDERSTANDING FOR MOSQUITO AND MOSQUITO-BORNE DISEASE MONITORING SERVICES (this “MOU”), dated for reference purposes as of July 30, 2020 is made and entered into by and between the **MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY**, a public agency (“MVMDSBC”), and **COUNTY OF SAN LUIS OBISPO**, a public agency (“County”), as follows:

Recitals

- A.** The County owns the real property described on Exhibit “A” attached hereto (the “Property”).
- B.** The County requires the services of MVMDSBC to monitor for mosquitoes and mosquito-borne diseases within the mosquito breeding habitats located on the Property.
- C.** Pursuant to Health and Safety Code Section 2045, MVMDSBC may contract with the County to provide mosquito and mosquito-borne disease monitoring services.
- D.** The parties desire to set forth herein the terms of their agreement regarding the provision of mosquito and mosquito-borne disease monitoring services by MVMDSBC to the County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MVMDSBC and the County agree as follows:

1. Services by MVMDSBC. MVMDSBC agrees to perform mosquito and mosquito-borne disease surveillance for the County in accordance with the Exhibit “B” – Mosquito Monitoring and Detection Plan (the “MMDP”), attached hereto, a copy of which has been presented to and approved by the County. The MMDP is incorporated herein by reference and made a part hereof. The MOU depicts the mosquito breeding habitats located on the Property, including but not limited to wetland habitats, water drainage impoundment sites, permanent and vernal pools and/or ponds, and existing wet areas. The services to be provided by MVMDSBC pursuant to this MOU include the following:

(a) Assign adequate personnel, materials, and equipment as projected in the MMDP to carry out the mosquito and mosquito-borne disease surveillance to be provided by MVMDSBC hereunder.

(b) Maintain records of all labor time spent, materials furnished, equipment utilized, and expenses incurred in connection with the services provided under this MOU, and make such records available to the County upon reasonable notice.

2. Additional Services. The parties acknowledge that, due to cyclical climate changes and seasonal conditions (including but not limited to wet years with above-normal rainfall), additional mosquito breeding habitats not identified in the MMDP may occur on the Property. If MVMDSBC discovers any such additional mosquito breeding habitats, it shall promptly inform the County. The parties shall then meet and attempt in good faith to agree upon (i) the additional services to be provided by MVMDSBC to control mosquito breeding in such additional habitats, and (ii) the amount to be charged by MVMDSBC for the increase in the scope of its services. If the parties are unable to reach such an agreement, there shall be no increase in the scope of services or in the amount to be charged by MVMDSBC.

3. Updates to MMDP. MVMDSBC shall, in consultation with the County, prepare an updated MMDP every two (2) years, or more frequently if circumstances so require. Each updated MMDP shall (i) include updated projected costs for labor, materials, equipment, and other expenses, (ii) identify any additional breeding sites or habitat areas on the Property, (iii) contain an assessment regarding the overall effectiveness of MVMDSBC's mosquito and mosquito-borne monitoring services, (iv) set forth recommended long-term mosquito and mosquito-borne monitoring strategies, and (v) provide in-depth summaries of all mosquito and mosquito-borne monitoring activities undertaken since the date of the last updated MMDP. Each updated MMDP shall be approved in writing by the County. Upon such written approval, each updated MMDP shall (a) supersede and replace the MMDP then in effect, and (b) be incorporated herein by reference and made a part hereof. MVMDSBC shall perform mosquito and mosquito-borne monitoring services for the County in accordance with the MMDP then in effect until such time as an updated MMDP has been approved in writing by the County, or until this MOU is terminated as provided herein.

4. Access. During the County's normal business hours, as specified on Exhibit "A", the County shall provide MVMDSBC with reasonable access to the Property to enable MVMDSBC to carry out its responsibilities under this MOU. If MVMDSBC requires access to the Property at times or on days that are not within the County's normal business hours, MVMDSBC shall make arrangements with the County for such access at least 24 hours in advance. MVMDSBC staff shall check in and check out with the County each time they access the Property. In entering upon the Property and providing services pursuant to this MOU, MVMDSBC shall reasonably endeavor to avoid interference with the County's normal operations. MVMDSBC shall promptly repair and/or replace, at its expense, any property or improvements that are damaged or destroyed as a result of its entry on the Property.

5. Fees. The County agrees to pay MVMDSBC on a time and materials basis in accordance with the labor rates and cost projections set forth in the MMDP for all labor time spent, materials furnished, equipment utilized, and expenses incurred in connection with the services provided under this MOU. The amount payable by the County shall not exceed the Grand Total of All Charges set forth in the MMDP for the fiscal year in question, unless otherwise agreed by the County in writing. In addition, if approval of this MOU or the issuance of any permits by any governmental or regulatory agency or authority is required in connection with the services to be provided hereunder, including but not limited to approval by the Local Agency Formation Commission, the County shall pay all application fees and other costs associated with obtaining such approvals and permits.

6. Billing and Payment. MVMSBC shall invoice the County approximately every three (3) months for the fees and costs payable pursuant to Section 5 above; provided, however, that application fees and other costs associated with obtaining required approvals and permits in connection with the services to be provided hereunder shall be invoiced at the time the fees and costs are incurred. Invoices shall be due upon receipt by the County. Any invoice not paid within thirty (30) days of receipt shall be considered delinquent and shall be subject to a 2% late payment charge, not as a penalty, but to reasonably compensate MVMSBC for the administrative costs, accounting expenses, and other adverse consequences it would incur as a result of such late payment. The County and MVMSBC agree that MVMSBC's actual damages in the event of a late payment by the County would be impracticable or extremely difficult to determine and that the 2% late payment charge represents a reasonable estimate of such damages.

7. Indemnification.

(a) MVMSBC shall indemnify, defend and hold harmless the County and the County's officers, directors, employees and agents from and against any and all claims, demands, causes of action, fines, penalties, liabilities, damages, costs and expenses (including but not limited to fees of attorneys and other professionals) that are attributable to (i) the breach of any of MVMSBC's obligations under this MOU, or (ii) the negligence or willful misconduct of MVMSBC or its officers, employees, agents, contractors, or any person under MVMSBC's direction or control, in connection with the services provided by MVMSBC hereunder, except to the extent that such claims, demands, causes of action, fines, penalties, liabilities, damages, costs and/or expenses are attributable to the negligence or willful misconduct of the County or its officers, employees, agents, contractors, or any person under the County's direction or control.

(b) The County shall indemnify, defend and hold harmless MVMSBC and MVMSBC's officers, directors, employees and agents from and against any and all claims, demands, causes of action, fines, penalties, liabilities, damages, costs and expenses (including but not limited to fees of attorneys and other professionals) that are attributable to (i) the breach of any of the County's obligations under this MOU, or (ii) the negligence or willful misconduct of the County or its officers, employees, agents, contractors, or any person under the County's direction or control, in connection with the services provided by hereunder, except to the extent that such claims, demands, causes of action, fines, penalties, liabilities, damages, costs and/or expenses are attributable to the negligence or willful misconduct of MVMSBC or its officers, employees, agents, contractors, or any person under MVMSBC's direction or control.

8. Term and Termination. The services to be provided pursuant to this MOU shall commence on the date set forth on Exhibit "A" and shall continue until this MOU is terminated as provided herein. This MOU may be terminated with or without cause by either MVMSBC or the County upon thirty (30) days written notice to the other party. Upon the termination of this MOU and the presentation of a final invoice, the County shall pay MVMSBC for all labor time spent, materials furnished, equipment utilized, and expenses incurred in connection with the services provided hereunder prior to the effective date of termination.

9. Insurance. MVMSBC shall maintain during the term of this MOU general liability coverage relating to the services to be provided hereunder with a minimum of

\$1,000,000 combined single limit coverage for personal injury, bodily injury and property damage. Said policy coverage shall name the County and its directors, officers, agents and employees as an additional insured or as an Additional Covered Party. MVMDSBC shall also maintain during the term of this MOU workers' compensation insurance in the amounts required by law. Prior to commencing services, MVMDSBC shall furnish the County with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the carrier will give the County at least thirty (30) days' prior notice of cancellation of coverage (ten (10) days for nonpayment of premium). MVMDSBC shall provide the County with new certificates of insurance evidencing the renewal of coverage prior to the expiration of any policy required hereunder. MVMDSBC shall be permitted to satisfy the insurance requirements set forth herein through participation in the Vector Control Joint Powers Agency pooled liability program.

10. Prior Agreements. This MOU supersedes and replaces all prior agreements, memoranda of understanding, purchase orders, and other contract documents and all amendments thereto relating to the provision of mosquito control services by MVMDSBC to the County.

11. Successors and Assigns. This MOU shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

12. Entire Agreement/Amendments. This MOU (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. 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.

13. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this MOU, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.

14. 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.

15. Waiver. No waiver of any breach of any provision herein and no delay in enforcing performance of any obligation hereunder shall be deemed a waiver of any preceding or succeeding breach, or of any other provision herein, and no such waiver or delay shall impair any right, power or remedy relating to the breach. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16. 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.

17. Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If executed copies of this MOU, or if any notices or other written communications permitted or required hereunder, are provided by one party to the other by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.

18. Authority/Approval. The person executing this MOU on the County's behalf represents and warrants that (i) he or she has been duly authorized by the County's legislative body to execute this MOU on behalf of the County, (ii) the County's legislative body has duly approved this MOU on the date set forth on Exhibit "A", and (iii) the body or individual identified on Exhibit "A" shall have the authority on the County's behalf to approve in writing (a) changes to the scope of services pursuant to Section 2 hereof, and (b) future updates to the MMDP pursuant to Section 3 hereof.

19. Notices. Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, (c) sent by reputable overnight delivery service (e.g., UPS, FedEx, DHL), or (d) sent by facsimile or email transmission. The contact information for MVMDSBC is as follows:

Mosquito and Vector Management District
of Santa Barbara County
Attn: General Manager
2450 Lillie Avenue
P.O. Box 1389
Summerland, CA 93067
Fax: (805) 969-5643
Email: gm@mvmdistrict.org

The contact information for the County is set forth on Exhibit "A". Either party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

20. Assignment. Neither party may assign any of its rights or delegate any of its obligations under this MOU, in whole or in part, without the prior written consent of the other party.

21. Further Assurances. The parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this MOU.

22. Time of Essence. Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. Failure to timely perform any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach of and a noncurable (but waivable) default under this MOU by the party so failing to perform.

23. Governing Law. The parties agree that (i) this MOU shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this MOU, venue shall be in the County of Santa Barbara, State of California, United States of America.

24. Force Majeure. Neither party hereto shall be liable to the other party for any losses or damages attributable to a default in or breach of this MOU which is the result of any cause beyond the reasonable control of such party and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition), and the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. The party affected by any event of force majeure shall inform the other party thereof in writing without delay and shall endeavor to take up its performance under this MOU again as soon as reasonably possible.

IN WITNESS WHEREOF, MVMDSBC and the County have executed this MOU on the date(s) set forth below.

"MVMDSBC"

"County"

MOSQUITO AND VECTOR MANAGEMENT
DISTRICT OF SANTA BARBARA COUNTY

COUNTY OF SAN LUIS OBISPO

By: _____
Brian Cabrera, General Manager

By: _____
Signature

Dated: _____

Name and Title

By: _____
Signature

Name and Title

Dated: _____

EXHIBIT "A"

Description of Property: as referenced in the Mosquito Monitoring and Detection Plan

Date of Initial Mosquito Management Plan: July 30, 2020

The County's Normal Business Hours: Monday – Friday, 8:00 AM – 5 PM

Commencement Date for Services: August 17, 2020

Approval Date of MOU by the County's Legislative Body: _____

Approval Date of MOU by MVMDSBC's Board of Trustees: _____

Approval Authority for Changes and Updates to MMDP:

Check appropriate box:

Updates to the MMP must be approved by the County's legislative body

Updates to the MMP may be approved by: _____

Title: _____

Contact Information for the County:

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

June 5, 2020

Liz Pozzebon, Director
Environmental Health Services (EHS)
2156 Sierra Way
San Luis Obispo CA 93401

Exhibit B: Mosquito Monitoring and Detection Program

This is an updated Mosquito Monitoring and Detection Program for fiscal year 2020-21, effective beginning July 1, 2020.

Approved by:

_____	_____
<i>Signature</i>	<i>Date</i>

<i>Name and Title</i>	

Here is a description, scope of work, and estimate of the cost to conduct a Mosquito Monitoring and Detection Program (MMDP) in San Luis Obispo County. The service ultimately provided can be customized to fit your needs and coordinate with our availability.

The Mosquito Monitoring and Detection Program has three components:

- 1. Monitor** for established species to provide information for management decisions and control justification;
- 2. Detection** of non-native species for delimitation and response determination; and
- 3. Mosquito-borne disease surveillance** to determine the presence of St. Louis encephalitis, western equine encephalitis, and West Nile viruses in local mosquito populations.

1. Mosquito Monitoring

Monitoring for the presence of established species provides information used to justify control; and to determine the materials, method, location and timing of mosquito treatments. Encephalitis Vector Survey (EVS) traps are placed in or near mosquito habitats during the late afternoon and retrieved the next morning. High

capture counts indicate a need for control measures and captured mosquitoes can be sent for laboratory analysis for select mosquito-borne diseases.

EVS traps are most effective when placed near naturally-occurring fresh and brackish water sources and constructed water systems where the currently established mosquito species breeds.

2. Mosquito Detection

Two species of non-native mosquitoes, the yellow fever mosquito, (*Aedes aegypti*) and the Asian tiger mosquito, (*Aedes albopictus*) have been found, and are spreading, within California, but have not yet been found in Santa Barbara or San Luis Obispo counties. These two species are significant threats to public health because they can vector disease-causing viruses – dengue, chikungunya, and Zika – that currently are not common in California. Therefore, *Aedes aegypti* and *Aedes albopictus* are the primary target species for detection.

Early detection of non-native species is important in preventing their establishment or slowing their spread. If a non-native *Aedes* species were discovered in San Luis Obispo County, delimitation surveys to determine the extent of the infestation would be an additional service to the program described herein. Given the considerable time and labor required to delimit and control such an infestation, the MVMDSBC would not be able to provide this service. It is advisable that your management be prepared for a non-native *Aedes* introduction.

3. Mosquito-borne Disease Surveillance

The MVMDSBC routinely submits mosquito samples captured within its own district to the UC Davis Arbovirus Research & Training (DART) Lab to test for the presence of St. Louis encephalitis, western equine encephalitis, and West Nile viruses. Of these, West Nile virus (WNV) is the one most commonly detected in California. Infection with WNV can be fatal in a very small percentage of cases though about 4 out of 5 people infected never develop symptoms and 1 in 5 can develop moderate flu-like symptoms. West Nile virus has been detected previously in San Luis Obispo County. Mosquitoes captured in San Luis Obispo County can be tested for WNV. Information on West Nile virus in California can be found at <http://www.westnile.ca.gov/>

The MVMDSBC submits approximately 300 mosquito pools* for testing per year but the occurrence of encephalitis virus in mosquitoes is usually very low within Santa Barbara County.

Should non-native *Aedes* mosquitoes be discovered in San Luis Obispo County, testing for dengue, chikungunya, and Zika viruses is available. However, the likelihood of detection is low, as the presence of these viruses in animal hosts is considered non-existent, locally. Therefore, testing for these viruses is not a component of this

MMDP. Virus testing may be warranted if human cases of the disease are reported from travelers from infested regions.

*Captured mosquitoes are separated and grouped by species and sent collectively for analysis as "pools"

Scope of Work

The Mosquito and Vector Management District of Santa Barbara County is able to provide monitoring and detection service once per month from April through October, when mosquitoes are most actively breeding. To assist the County of San Luis Obispo EHS, the following tentative schedule when staff will be assigned to deploy and collect traps, is provided:

April 9-10
May 7-8
June 4-5
July 15-16

August 13-14
September 10-11
October 8-9 (if needed)

The MVMDSBC will deploy EVS mosquito traps and submit mosquito pools for virus analysis.

We expect to be able to service two to five sites per survey. The MVMDSBC will provide service to the following areas:

1. Oceano Airport
2. Oceano Campground and Wetland
3. North Beach Campground
4. Pismo Lakes Ecological Reserve
5. Prefumo Canyon
6. Laguna Lake
7. Other areas mutually agreed upon

Our primary service priority is the south coast of Santa Barbara County. Conditions may develop that will require giving priority to our service district.

The servicing period is flexible and can begin and end at your option. **The bottom line of this MMDP has been written for the cost for six months of service, which is equal to six surveys.**

Cost of Service

The MVMDSBC will charge on a time and materials basis (labor rates based on the particular staff member(s) performing the task). Note that because EVS traps are set up in the afternoon and taken down the following morning, staff will be given the option of staying overnight in San Luis Obispo County, in which case the District will charge a per diem of \$189. For overnight stays, the work day will end upon arrival at the hotel and will resume upon departure from the hotel the following day. The per diem cost replaces the round-trip labor and mileage costs that would have been charged for travel between the two service days.

Following are the costs associated and estimated expenses for a Mosquito Monitoring and Detection Program for the County of San Luis Obispo, as requested by the Environmental Health Services Department.

Components 1 and 2: Mosquito monitoring and non-native *Aedes* detection

Service and materials six surveys	Quantity	Minimum unit cost	Maximum unit cost	Cost
Technician Labor	120 hours	\$89.91/hour	\$98.19/hour	\$11,783
Biologist labor	18 hours		\$128.40/hour	\$2,311
Dry ice	350 pounds		\$1.70/pound	\$595
Mileage	2,400 miles		\$0.575/mile	\$1,380
Per diem	6 nights		\$189/night	\$1,134
			SUBTOTAL	\$17,203

* = Per diem savings would be subtracted from maximum unit cost totals to provide an optional cost should per diem be used.

Component 3: Mosquito-borne Disease Surveillance

Service and materials six surveys	Quantity	Unit cost	Cost
DART virus analysis	30 pools*	\$22/pool	\$660
Shipping (approx. cost)	6 shipments	\$60/shipment	\$360
		SUBTOTAL COST:	\$1,020

The grand total of all charges for fiscal year 2020-21 is \$18,223.

The Mosquito and Vector Management District of Santa Barbara County welcomes the opportunity to provide its services to the County of San Luis Obispo. We appreciate the County of San Luis Obispo's commitment to protecting the public's health and quality of life.

Prepared by MVMDSBC
June 5, 2020

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on _____ by and between the Mosquito and Vector Management District of Santa Barbara County, a special district (hereinafter referred to as the "Mosquito District"), and the Goleta Sanitary District (hereinafter referred to as the "Sanitary District"), as described below with respect to the following facts:

WHEREAS, the Sanitary District requires mosquito control services in order to regulate mosquito-breeding sources within the Mosquito Breeding Habitats of its properties; and

WHEREAS, in accordance with its principal act and California Health & Safety Code Section 2045, the Mosquito District is authorized to provide mosquito control services and enter into an agreement with the Sanitary District for the surveillance and control of vectors; and

WHEREAS, the Sanitary District desires to avail itself of such services available from the Mosquito District; and

WHEREAS, each party desires to recognize its role and responsibilities with regard to the California Health and Safety Code and hereby affirm their relationship and obligations; and

WHEREAS, the term of this MOU is for the 2020-2021 and 2021-2022 Fiscal Years, and shall expire on June 30, 2022; and

WHEREAS, the Mosquito District's Board of Trustees authorized the execution of this MOU at their regular Board meeting on: _____; and

WHEREAS, the Sanitary District's Board of Directors authorized the execution of this MOU at their regular Board meeting on: _____.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereby agree as follows:

The Mosquito District shall:

- 1) Provide mosquito control services on those Sanitary District properties in accordance with and as more particularly described in the July 11, 2020 Mosquito Management Plan ("Plan") attached as Exhibit A hereto and incorporated herein by reference. The Plan depicts the Mosquito Breeding Habitats (including but not limited to wetland habitats, water drainage impoundment sites, permanent and vernal pools or ponds, and any existing wet spots) located on Sanitary District properties for which the Mosquito District shall provide mosquito control services in accordance with this MOU. At the request of the Sanitary District, the Mosquito District shall also treat (at an extra cost in accordance with Section 7 hereto) additional breeding habitats not included within the scope of the Plan which may arise on Sanitary District properties.
- 2) Assign adequate personnel, equipment, and materials not to exceed the maximum estimated amounts as delineated in the Plan for each Fiscal Year of this MOU, to carry out mosquito control services.

- 3) Apply appropriate chemical, biological, or microbiological agents to suppress larval infestations of mosquitoes and to take reasonable steps to prevent and control mosquito breeding at all Sanitary District properties as delineated in the Plan for each Fiscal Year of this MOU.
- 4) Provide biannual (twice per year) reports of the Mosquito District's performance of mosquito control activities to the Sanitary District. The Mosquito District's report shall include the following items:
 - a) Detailed monitoring activities including, but not limited to, the number of surveillances per site and their results.
 - b) The dip test/results that triggered the treatments.
 - c) Treatment agent used and amount used per area.
 - d) Locations, dates, and times of treatments.
- 5) Prior to the end of this MOU, provide to the Sanitary District an updated, proposed Mosquito Management Plan for the 2022-2023 and 2023-2024 Fiscal Years, including but not limited to: updated costs for labor and materials, additional breeding sites or habitat areas, overall assessment and effectiveness of treatment, long-term mosquito management strategies, as well as in-depth summaries of all mosquito control activity documented over the term of this MOU.
- 6) Keep records of all Mosquito District employee and equipment time and all materials spent in providing services under this MOU and make those records available to the Sanitary District upon reasonable notice.
- 7) A. Invoice the Sanitary District approximately every six (6) months for labor and materials expended by the Mosquito District as described in the Plan. Subject to the provisions of the following paragraph, the total of the respective invoices of the Mosquito District for each fiscal year shall not exceed the labor and materials amounts set forth in the "Estimated Cost of Control" in Section D within the Plan.

B. The costs in the table in Section D within the Plan represent the best estimate of the Mosquito District of the cost of providing mosquito control services to the Sanitary District, as contemplated by the Plan, for the respective fiscal years covered by this MOU. However, the parties acknowledge that: (1) cyclical climate and seasonal conditions (including but not limited to "wet" years) may vary; or (2) additional breeding habitats not contemplated in the Plan may arise on Sanitary District properties. These circumstances may, in the judgment of the Mosquito District, require an increase in the level of services to be provided, and costs to be incurred, by the Mosquito District from that contemplated in the Plan so as to provide an adequate level of service to the Sanitary District. In such instance, the Mosquito District upon such discovery shall promptly inform the Sanitary District, and the parties shall meet to attempt in good faith to agree on an increase in the amount of Charges for work to be performed hereunder, through an addendum to this MOU. Nothing in this MOU, however, requires the parties to reach such agreement.
- 8) To the extent permitted by law, investigate, defend, protect, indemnify, and hold harmless the Sanitary District and its officers, directors, employees, and agents from and against any and all loss, damage, liability, claims, demands, costs, charges, and expense (including reasonable attorney fees in the event of litigation) which the Sanitary District may incur, sustain, or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any

persons (including but not limited to property, employees, subcontractors, agents, and invitees of each party hereto) arising out of the negligent act or omissions of the Mosquito District or its agents, employees, or subcontractors in the performance of work pursuant to this MOU, specifically excepting, however, any property damage, loss of use, bodily injury or death caused by or attributable to the active negligence, sole negligence or willful misconduct of the Sanitary District or its officers, directors, employees, agents or contractors.

The Sanitary District shall:

- 9) Promptly pay to Mosquito District invoices which comply with Section 7 above.,
- 10) Invoices shall be due upon presentation. All payments to Mosquito District thirty (30) days past due shall be considered delinquent and shall be subject to: (a) a 2% late payment charge on the principal amount owed; and (b) interest at the legal rate.
- 11) Make reasonable accommodations to assist Mosquito District to gain access to the Sanitary District's properties to fulfill the purposes of this MOU.

General Terms and Conditions:

- 12) This MOU shall be effective on the date first set forth above and shall expire on June 30, 2022. Consistent with Section 5, the Mosquito District will provide the Sanitary District with an updated, proposed Plan for the following two fiscal years, and the parties will attempt in good faith to reach agreement on the terms of a new MOU at that time. Nothing in this MOU, however, requires the parties to reach such agreement.
- 13) Either party in its sole discretion and without penalty may terminate this MOU after thirty (30) days written notice of termination to the other. In the event of termination, Sanitary District shall pay Mosquito District for the reasonable cost of all services performed by the Mosquito District to the date of termination in accordance with the Mosquito Abatement and Vector Control District Law (Health and Safety Code Section 2000 et seq.)
- 14) All notices, correspondence and communication regarding performance of services which are the subject of this MOU shall be made as follows:

To Mosquito District:

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

To Sanitary District:

General Manager
Goleta Sanitary District
One William Moffett Place
Goleta CA 93117

- 15) The Mosquito District shall replace or repair any Sanitary District improvements (to the extent and condition existing prior to entry) which are destroyed or damaged as a result of the Mosquito District's entry and passage upon the Sanitary District's properties.

- 16) The Mosquito District shall access the Sanitary District properties during normal business hours, hereby defined as from 7:30 am to 4:00 pm Monday through Friday. Should Mosquito District require access to any Sanitary District properties during other than the normal business hours, then such arrangements shall be made in advance with the Sanitary District at least 24 hours prior to the Mosquito District's access.
- 17) The Mosquito District's entry and passage onto any of the Sanitary District's properties shall not interfere with the Sanitary District's normal operations.
- 18) The Mosquito District's staff shall notify Sanitary District staff (check-in and check-out) upon each access of the Sanitary District's properties.
- 19) The Mosquito District shall furnish the Sanitary District certificates of insurance, from insurers satisfactory to Sanitary District, evidencing the following insurance coverages and compliance with the following requirements:

A. General Liability

Comprehensive, or Commercial Form, or its equivalent, with Aggregate Limit (Minimum Limit):

1. Combined Single Limit Per Occurrences \$3,000,000.
2. Products and Completed Operations \$1,000,000.
3. Personal and Advertising \$1,000,000.
4. General Aggregate, Bodily Injury, Property Damage *\$5,000,000.

*Not applicable to Comprehensive Forms

If the above insurance is written on claims made form, it shall continue for three years following termination of this MOU. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this MOU.

- B. Business Automobile Liability Insurance for owned, schedule, non-owned or hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- C. Worker's Compensation: as required under California State Law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Sanitary District and the Mosquito District against other insurable risks relating to performance.
- E. The Sanitary District approves of the participation by Mosquito District in the Vector Control Joint Powers Agency insurance pool in place of these requirements, so long as the insurance pool meets the requirements for coverage contained in this section and provides the required certificate of insurance.

It should be expressly understood, however, that the coverages required under Subparagraphs 18.A and 18.B shall not in any way limit the liability of the Mosquito District for damages or injury arising out of the Mosquito District's operations.

The coverages referred to under Subparagraphs 19.A and 19.B shall be endorsed to include the Sanitary District as an additional insured. A copy of the endorsement evidencing that the Sanitary District has been added as a named additional insured on the policy must be attached to the certificate of insurance. Certificates shall further provide for thirty (30) days advance written notice

to the Sanitary District of any modification, change, or cancellation of any of the above insurance coverages.

- 20) Neither party may assign its rights or obligations of this MOU without the express written consent of the other party. No modification of this MOU shall be effective unless made in writing and signed by a duly authorized representative of each party.
- 21) This MOU states the entire contract between the parties and supersedes any previous or contemporaneous written or oral representations, statements, negotiations, or agreements. This MOU is the product of negotiations between the parties and shall not be construed against either party as the drafter of the document.
- 22) This MOU shall be governed by the Laws of the State of California and any dispute between the parties shall be filed and heard in the County of Santa Barbara.
- 23) Each party has full power and authority to enter into and perform this MOU and the persons signing this MOU on behalf of each warrants that he/she has been properly authorized and empowered to enter into this MOU. Each party further acknowledges that it has read this MOU, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives, effective as of the date first set forth above.

MOSQUITO AND VECTOR MANAGEMENT DISTRICT
OF SANTA BARBARA COUNTY

GOLETA SANITARY DISTRICT

Brian Cabrera, General Manager

Steve Wagner, General Manager

Date: _____

Date: _____

Exhibit A

**MOSQUITO MANAGEMENT PLAN
FOR THE
GOLETA SANITARY DISTRICT**

FISCAL YEARS 2020-2021 AND 2021-2022



prepared by
Mosquito and Vector Management District
of Santa Barbara County
June 26, 2020

Table of Contents

A. INTRODUCTION.....	1
B. MOSQUITO MANAGEMENT TECHNIQUES	1
1. Mosquito Larvicides	1
2. Monitoring	2
C. MOSQUITO BREEDING SOURCES.....	3
Habitat 1 – Wetland at Corner of Moffett Place and Fowler Road	3
a. Description	3
b. Mosquitoes.....	3
c. Mosquito Production.....	3
d Scope of Control Work	3
Habitat 2 – Settling Ponds.....	4
a. Description	4
b. Mosquitoes.....	4
c. Moquito Production	4
d Scope of Control Work	4
D. ESTIMATED COST OF CONTROL.....	5

A. INTRODUCTION

The Goleta Sanitary District's Wastewater Treatment Plant has two large mosquito breeding sources on its property. The Mosquito and Vector Management District of Santa Barbara County ("MVMD") controls mosquitoes in these types of sources using the methods described below. These methods do not include any adulticiding or "fogging" techniques. The MVMD only uses larvicides which specifically target the mosquitoes' aquatic larval stage.

Habitat Source 1, the most important mosquito breeding source, consists of a pair of tule-filled freshwater marshes at the corner of Moffett Place and Fowler Road on Goleta Sanitary District property. This 6.5-acre site is a seasonal wetland that floods during winter rainstorms. Floodwater mosquitoes (*Aedes washinoi*) breed in this wetland and their eggs hatch as the wetland floods. The adult females are not known to be disease vectors, but are vicious and aggressive biters that cause serious mosquito nuisance problems. Floodwater mosquitoes have only one generation per year and can be controlled with a pre-flood treatment of time-released larvicide applied before flooding occurs. Later in the season other mosquito species may begin breeding at this site including *Culex* species which are the primary vectors of West Nile virus.

Habitat Source 2 is the three settling ponds on the east side of Goleta Sanitary District's facility. These can occasionally become mosquito breeding sites. This usually occurs when vegetation starts growing in the ponds and creates refuges for mosquito larvae. The total area of the ponds is approximately 5.5 acres, of which about 2.5 acres the MVMD is equipped to treat. Because of the sporadic nature of mosquito breeding in this habitat, it will be treated only upon request by the Goleta Sanitary District and as agreed between the Goleta Sanitary District and the MVMD.

B. MOSQUITO MANAGEMENT TECHNIQUES

1. Mosquito Larvicides

Methoprene

Altosid[®] pellets contain the active ingredient methoprene which prevents mosquito larvae from maturing into adult mosquitoes. Methoprene is extremely selective – it affects very few organisms besides mosquitoes. Altosid pellets provide up to 30 days of residual mosquito control. Altosid briquets are a 30-day time-release formulation containing methoprene. They can be applied to large, inaccessible mosquito breeding sources through the use of slingshots. Altosid XR-Briquets are formulated to have a 150-day time-release.

Floodwater mosquitoes lay their eggs in low-lying and seasonal marshes that eventually become inundated with water. The MVMD consistently finds these mosquitoes every year at the Goleta Sanitary District's breeding sources as described below. Pre-flood treatments allows the Altosid to be activated upon flooding, and it remains effective for the duration of the formulated time-release period. Pre-flood applications allow larvicides to be applied to areas that eventually become inaccessible due to dense vegetation and flooding.

Bacillus thuringiensis israelensis

VectoBac G[®] is a biological mosquito larvicide that contains the active ingredient *Bacillus thuringiensis israelensis* ("Bti"). Bti is derived from a soil bacterium which produces a toxin that kills mosquito larvae within 48 hours after they ingest it. It is not toxic to birds, frogs, turtles, fish, and most other insects. VectoBac has very little residual activity so it must be applied

repeatedly for continual mosquito control. VectoBac G is a granular mosquito larvicide so it can be applied with hand-held broadcasting equipment.

Bacillus sphaericus

VectoLex FG® is a biological mosquito larvicide that has *Bacillus sphaericus*, as its active ingredient. VectoLex FG is highly effective against *Culex* mosquito species that breed in the settling ponds. VectoLex FG may provide some residual mosquito control under certain conditions. This material works well at controlling mosquito larvae in water with high levels of organic matter, like that in the Goleta Sanitary District settling ponds. *Bacillus sphaericus*' mode of action is similar to Bti's, but is different enough to prevent the mosquitoes from becoming resistant to Bti when the two materials are used alternately.

VectoBac and VectoLex treatments target *Culex* species mosquitoes which breed in the springtime.

2. Monitoring

Dipping

“Dipping” is a method of inspecting water sources for mosquito larvae using a “dipper” which is a white, 4-inch diameter cup attached to a 3- to 4-foot long handle. A cupful of water is collected from the habitat and inspected for mosquito larvae. Mosquito control measures are taken when significant numbers of larvae are found. Inspection by dipping is not practical where vegetation in and around water sources is extremely dense or when the mosquito breeding habitat is inaccessible.

CO₂ Mosquito Trapping

The cost for carbon dioxide (CO₂) trapping is not part of this Mosquito Management Plan, but is described here because it is the only way to monitor for mosquitoes in habitats where dense tule vegetation makes it impossible to monitor by dipping. Female mosquitoes are attracted to CO₂ when they are searching for a blood meal. The mosquito trap consists of a small battery-powered fan hanging below a container of dry ice. The CO₂ released from the dry ice attracts hungry female mosquitoes which are then pulled by the suction created by the fan into a mesh bag attached under the fan housing. Traps are placed near mosquito habitats during the late afternoon and are retrieved the next morning. All mosquitoes caught in the traps are identified to species in the laboratory. Trap counts give an indication of mosquito activity in the area and of the species that are present. Mosquito control measures can be implemented when high activity is indicated. Captured mosquitoes can also be sent to a laboratory to be analyzed for mosquito-borne pathogens.

C. MOSQUITO BREEDING SOURCES

Habitat 1 - Wetland at Corner of Moffett Place and Fowler Road.

a. Description:

This site has a pair of freshwater ponds totaling 6.5 acres. Dense tule vegetation, which provides an excellent habitat for mosquito breeding, grows throughout the entire wetland except for the southwest corner which has a dense growth of willows.

b. Mosquitoes:

Floodwater mosquitoes (*Aedes washinoi*) breed and lay their eggs at this site in winter and spring. The eggs lay dormant through the summer and fall and hatch when the water level rises

after heavy winter rains. Floodwater mosquitoes are not known to be disease vectors, but they are vicious and aggressive biters and are the primary nuisance problem at the Sanitary District. In summer and fall the tule mosquito (*Culex erythrothorax*) and the encephalitis mosquito (*Culex tarsalis*), both vectors of West Nile virus, and other mosquito species become active.

c. Mosquito Production:

Floodwater mosquito production can be heavy, due to the extensive amount of dense tule vegetation, while *Culex spp.* production in past seasons has been moderate.

d. Scope of Control Work:

Altosid briquets are the most effective and efficient way to treat this site for floodwater mosquitoes due to its 30-day time release formulation. This material can be applied using slingshots either before or after it floods. The District proposes annual pre- or post-flood treatment of wetland habitat 1 with Altosid briquets.

Later in the season vector control technicians can treat specific areas within wetland Habitat 1 with VectoBac G, as needed, to control *Culex* species mosquitoes. The number of treatments will vary according to the amount of rainfall received during the rainy season. This mosquito management plan includes the cost of four spot treatments with VectoBac.

Figure 1. Map of Goleta Sanitary District:



Habitat 2 – Settling Ponds.

a. Description:

This habitat consists of three settling ponds totaling approximately 5.5 acres. Vegetation growing in the stagnant water and effluent of these ponds can create ideal mosquito habitats.

b. Mosquitoes:

Foul-water mosquitoes (*Culex stigmatosoma*) and southern house mosquitoes (*Culex quinquefasciatus*) are the primary species that breed in this kind of aquatic habitat. Other species

such as the encephalitis mosquito and cool-weather mosquitoes (*Culex spp.*) also may occasionally breed here.

c. Mosquito Production:

Mosquito production is normally light to moderate depending upon conditions such as vegetative growth and water levels within individual ponds.

d. Scope of Control Work:

Of the 5.5 acres, the Mosquito and Vector Management District's is equipped to treat only about 2.5 acres. Vector control technicians can treat the peripheral 2.5 acres with VectoBac G or VectoLex FG. Both are granular mosquito larvicides that can be applied using a gasoline-powered backpack applicator.

As this habitat only occasionally breeds mosquitoes, the Mosquito and Vector Management District will treat the settling ponds only upon the request of the Goleta Sanitary District and after discussions between the Goleta Sanitary District and the MVMD. The cost of treatment of the settling ponds is not included in our estimated control costs.

D. ESTIMATED COST OF CONTROL:

Annual cost of the MVMD's mosquito control program at the Goleta Sanitary District, per each fiscal year.					
Material	Cost	Unit	Estimated Amount Applied	Unit	Material Costs
Altosid pellets	\$ 27.53	lb.	35	lbs.	\$ 963.55
VectoBac G	\$ 2.96	lb.	814	lbs.	\$ 2,409.44
				Sub-total =	\$ 3,372.99
Labor	Rate	Unit	Estimated hours worked	Unit	Labor Costs
Vector Control Technician I	\$ 78.67	hour	12	hours	\$ 944.04
Vector Control Technician II	\$ 85.92	hour	20	hours	\$ 1,718.40
				Sub-total =	\$ 2,662.44
				Grand total =	\$ 6,035.43

Cost not to exceed \$6,035 per fiscal year.

The Mosquito and Vector Management District of Santa Barbara County welcomes the opportunity to provide its services to the Goleta Sanitary District. We appreciate the Goleta Sanitary District's commitment to protecting their staff and their neighbor's health and quality of life.

**MOSQUITO AND VECTOR MANAGEMENT DISTRICT
OF SANTA BARBARA COUNTY
CONFLICT OF INTEREST CODE**

Adopted August 14, 2014

Amended July 20, 2020

The Political Reform Act, Government Code sections 8100 et seq., requires state and local governmental agencies to promulgate and adopt conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code. Section 18730 can be adopted by governmental agencies through incorporation by reference and may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. The Conflict of Interest Code of the Mosquito and Vector Management District of Santa Barbara County (the "District") is hereby amended and is hereafter comprised of (i) the terms of 2 California Code of Regulations section 18730, together with any amendments to it duly adopted by the Fair Political Practices Commission, (ii) the attached Appendix A (Designated Employees), and (iii) the attached Appendix B (Disclosure Categories).

~~Designated Employees shall annually file statements of economic interests with the District. Upon receipt of these statements, the District shall make and retain a copy and forward the original of each statement to the Elections Division of the Santa Barbara County Clerk-Recorder.~~

Designated employees may file their statements of economic interests online using eDisclosure, which will submit the Form 700 to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Government Code Section 81008). Your District's filing official can give you access.

Designated employees who file using a paper Form 700 shall file with the Code Agency. Upon receipt of the Statement filed by the designated employee, a copy shall be retained with the Code Agency and the original shall be forwarded to the County Clerk, Recorder and Assessor.

Appendix A

**MOSQUITO AND VECTOR MANAGEMENT DISTRICT
OF SANTA BARBARA COUNTY
DESIGNATED EMPLOYEES**

It has been determined that the persons occupying the designated positions ("Designated Employees") listed below make or participate in the making of decisions which may foreseeably have a material effect on financial interests. Designated Employees must disclose financial interests in those categories described in *Appendix B*, which are listed opposite the respective Designated Employees.

<u>Designated Employees</u>	<u>Disclosure Categories</u>
Trustees	1-5
General Manager	1-5
Operations Manager	1-5
Attorney	1-5

Appendix B

**MOSQUITO AND VECTOR MANAGEMENT DISTRICT
OF SANTA BARBARA COUNTY
DISCLOSURE CATEGORIES**

CATEGORY 1

Any real property in which the Designated Employee has a direct or indirect interest, but only if the real property is located in whole or in part within the jurisdiction of the Mosquito and Vector Management District of Santa Barbara County. Real property interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is \$2,000.00 or more.

CATEGORY 2

Business positions or direct or indirect investments in or income from persons or business entities engaged in the appraisal, acquisition, or disposal of real property within the jurisdiction of the Mosquito and Vector Management District of Santa Barbara County.

CATEGORY 3

Business positions or direct or indirect investments in business entities and income from any source or sources of income, if:

- (a) The business entities or the source or sources of income are of the type which, within the previous two years, have provided or contracted to provide, or in the future with reasonable foreseeability might provide or contract to provide services, supplies, materials, machinery or equipment to or for the use of the Mosquito and Vector Management District of Santa Barbara County; and
- (b) Within the previous two years, the Designated Employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, materials, machinery or equipment of the same or a similar type as those so provided or contracted to be provided to the Mosquito and Vector Management District of Santa Barbara County or if the duties of the Designated Employee's position make it reasonably foreseeable that he or she might engage in such activity.

CATEGORY 4

Business positions or direct or indirect investments in business entities and income from any source or sources of income, if :

- (a) The business entities or the source or sources of income are of the type which, within the previous two years, have furnished or contracted to furnish, or in the future with reasonable foreseeability might furnish or contract to furnish services, supplies, materials, machinery or equipment as a subcontractor in any contract with the Mosquito and Vector Management District of Santa Barbara County; and
- (b) Within the previous two years, the Designated Employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, materials, machinery or equipment of the same or a similar type as those so provided or contracted to be provided to the Mosquito and Vector Management District of Santa Barbara County or if the duties of the Designated Employee's position make it reasonably foreseeable that he or she might engage in such activity.

CATEGORY 5

Business positions or direct or indirect investments in business entities and income from any source or sources of income, if:

- (a) The business entities or the source or sources of income are of the type which are subject to the regulation or supervision of the Mosquito and Vector Management District of Santa Barbara County; and
- (b) The Designated Employee's duties involve the supervision of regulation (including, but not limited to, the issuance of permits) of that type of business entity or source of income.

* * * * *

For purposes of the foregoing disclosure categories 1 through 5:

- (a) "Indirect investment" or "indirect interest" includes any investment or interest with a fair market value of \$2,000.00 or more that is owned by the spouse or dependent child of a Designated Employee, by an agent on behalf of a Designated Employee, or by a business entity or trust in which the Designated Employee, the Designated Employee's agents, spouse, and depended children own directly, indirectly, or beneficially a ten percent (10%) interest or greater.
- (b) "Sources of income" shall include gifts, but shall exclude loans from commercial lending institutions made in the regular course of business on terms which are available to the public without regard to official status.

General Manager's Report

1. Four thousand three hundred and thirty-three dollars (\$4,333) was deposited in CERBT on 7/6.
2. BC participated in MVCAC's biweekly COVID-19 update teleconference. 7/7 and 7/21.
3. BC, JS, RS, KS, DC, and VI participated in the EPA webinar "Tick Threats and Controls: A Panel Discussion for Camp & Recreational Land Managers" on 7/9.
4. BC, JS, RS, KS, DC, and VI participated in the EPA webinar "Mosquito Threats and Controls: A Panel Discussion for Camp & Recreational Land Managers" on 7/9.
5. JS attended the National Institute for Occupational Safety and Health webinar: "COVID-19 Safety: How to Restart Operations and Maintain a Healthy Workplace". 7/23.
6. BC, VI, DC and KS assisted Calif. Dept. of Public Health biologists with a plague and Rickettsia survey at the Paradise and Fremont Campgrounds in Los Padres National Forest. 7/29.

Upcoming:

1. EPA webinar: "Pests Don't Socially Distance: Back-to-School Challenges and IPM Solutions".
2. MVCAC weekly coronavirus update teleconference. 8/25.
3. Labor Day holiday – 9/7
4. BC is giving a Zoom presentation on *Aedes aegypti* and *Ae. albopictus* for the Pesticide Applicators Professional Association Continuing Education webinar on 9/10.