



# Mosquito and Vector Management District of Santa Barbara County

Environmental Management of Human Disease Vectors

## TRUSTEES (TERM ENDING):

President Dr. Teri Jory, City of Santa Barbara (Spring '23)

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

Dr. Charles Blair, Santa Barbara County (12/8/23)

Craig Geyer, City of Goleta (1/1/24)

Joe Franken, City of Carpinteria (1/31/23)

Dr. Hugh Rafferty, Santa Barbara County (12/31/23)

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

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

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

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

2450 Lillie Avenue, Summerland, CA 93067.

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

## REGULAR MEETING OF THE BOARD OF TRUSTEES

CONSISTENT WITH ASSEMBLY BILL 361, THE BOARD MEETING WILL BE HELD BY REMOTE CONFERENCING. MEMBERS OF THE PUBLIC WHO WISH TO OBSERVE THE MEETING AND/OR OFFER PUBLIC COMMENT CAN ACCESS THE MEETING BY USING THE FOLLOWING LINK: <https://us02web.zoom.us/j/86274286340> (MEETING ID: 862 7428 6340; PASSCODE: 360475; DIAL IN FOR AUDIO ONLY: +1-408-638-0968 or +1-669-444-9171)

JANUARY 12, 2023, 2:00 PM

# AGENDA

### 1. ROLL CALL

### 2. CONFIRMATION OF AGENDA

### 3. STAFF ANNOUNCEMENTS regarding District business

- A. Introduction of new Trustee Russell Dahlquist, representing the County of Santa Barbara and re-appointment of Trustee Williams to a 4<sup>th</sup> term. Administration of the Oath of Office (Page 4)
- B. Nominations and selection of Board of Trustees officers for 2023.

### 4. CORRESPONDENCE

- A. Notification from legal counsel Rick Battles regarding California AB 2647 which makes minor amendments to the Brown Act requirements for disclosing public records that relate to agenda items. (Page nn)
- B. Nominations being accepted and due Feb. 15 to the Santa Barbara County Chapter of the California Special District Association for General Manager of the Year, Engineer/Contractor of the Year, and Professional/Staff Person of the Year (Page 10)

**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 December 8, 2022 regular meeting (Page 11)
- B. Approval of the December Financial Statements for County Fund 4160 (Page 14)
- C. Approval of the December Disbursement Report (Page 19)
- D. Approval of the December Disease Surveillance Report (Page 24)
- E. Approval of the December District Operations Report (Page 26)

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

- A. Accounts receivable contracts' status (5909 Misc. Revenue) (Page 27)
- B. Update on repairing/replacing the District office's main plumbing drainage pipe. (Page 28)
- C. Update on entering into a formal agreement with Southern California Gas for contracted mosquito and vector control work at their Goleta facility.

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

- A. Consider and approve Resolution 23-02: "A Resolution of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County Authorizing Continuation of Remote Teleconferencing Meetings of the District's Legislative Bodies Pursuant to Government Code Section 54953(e)". (Page 32)
- B. Consider and approve Resolution 23-03: "A Resolution of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County Amending Bereavement Leave Policy Under Personnel Policy and Procedures Manual". (Page 34)
- C. Discuss and prioritize District building repair and improvement projects.
  - a. Replace main sewer drain pipe under the building
  - b. Roof inspection
  - c. Inspection/maintenance on air conditioning and heating
  - d. New rain gutters
  - e. Termite inspection
  - f. Landscaping, including removal of large palm tree in the back yard.
  - g. Paint building
  - h. Repair front steps
  - i. New window shades for front room
- D. Discuss when to resume in-person Board meetings and consider possible meeting locations including considering and approving to use Room 18 at the SBCC Wake Center Campus.

In anticipation of Governor Newsom ending the state of emergency due to COVID-19 that was declared on March 4, 2020 in February.

  - a. SBCC Wake Center Campus (Page 42)
  - b. Other locations?
- E. Consider and approve the program participation agreement between the District and PRISM, underwriter through SDRMA (Special District Risk Management Authority), for District-sponsored Life insurance that will be provided to staff members belonging to the Mosquito & Vector Management District Employees Association (Page 51)
- F. Consider and approve attendance for Trustee Dahlquist at the 91<sup>st</sup> Annual Mosquito and Vector Control Association of California Conference in Anaheim, CA Jan. 29 – Feb. 1, 2023.
- G. Discussion on selecting an engineering consultant for contracted work on annual benefit assessments and engineer's reports.
  - a. SCI Consulting – renew contract
  - b. Others

**9. GENERAL MANAGER'S REPORT (Page 57)**

**10. BOARD ANNOUNCEMENTS**

**11. ADJOURNMENT** (Next scheduled meeting: 2:00 PM; Thursday, February 9, 2023)

# Oath of Office

FOR PUBLIC OFFICERS AND EMPLOYEES  
(State Constitution, Article XX, Section 3 as amended)

State of California )  
 ) s.s.  
County of Santa Barbara )

*For the office of:*

**TRUSTEE, MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY**

I, \_\_\_\_\_ do solemnly swear (or affirm) that I  
(Print name of employee)  
will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

\_\_\_\_\_  
(Signature of employee)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, \_\_\_\_\_

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

**From:** [Rick Battles](#)  
**To:** [Brian Cabrera](#)  
**Subject:** Assembly Bill 2647  
**Date:** Friday, December 16, 2022 1:29:40 PM

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Hi Brian-

On January 1, 2023, Assembly Bill 2647 will go into effect. AB 2647 makes relatively minor amendments to the Brown Act requirements for disclosing public records that relate to agenda items.

Under current law, any writing related to an agenda item that is distributed to a majority of the Board members less than 72 hours before a regular Board meeting must be made available for public inspection at the time the writing is distributed. In addition, the agenda must list the address of the public office or location where the writing is available.

AB 2647 provides an alternative method for making a writing available for public inspection. Instead of making the writing available at the public office or location designated on the agenda, AB 2647 allows an agency to post the writing on its website. However, if the agency chooses to do so, it must also comply with all of the following requirements:

- An initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to the agenda item must be made available for public inspection at the designated public office or location at least 72 hours before the meeting.
- The agency must immediately post the writing on its website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.
- The agency must list its website address on the agenda.
- The agency must make physical copies available for public inspection at the designated office or location, beginning with its next regular business hours. However, an agency can satisfy this requirement only if its next regular business hours commence at least 24 hours before that meeting.

AB 2647 does not require the District to post writings on its website or otherwise change its current procedures with respect to making writings available to the public. However, if the District wants to have the option of posting on its website in lieu of making physical copies immediately available, the District may want to include a link to its website on agendas for all regular meetings. In that event the standard agenda notice that the District currently uses should be revised to add an additional sentence at the end, as follows:

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

**Summerland, CA 93067. Such records may also be posted on the District's website at [www.mvmdistrict.org](http://www.mvmdistrict.org).**

It should be emphasized that, if a writing is only posted on the District's website, the District will still be required to satisfy AB 2647's other requirements, as set forth under the four bullet points, above.

Please feel free to contact me if you have any questions.

Rick

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**Richard G. Battles**

Howell Moore & Gough LLP

1020 State Street, Suite 108 | Santa Barbara, CA 93101

Office: (805) 962-0524 Ext. 4 | Direct: (805) 303-8546 | Fax: (805) 962-0534

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## Assembly Bill No. 2647

### CHAPTER 971

An act to amend Section 54957.5 of the Government Code, relating to local government.

[Approved by Governor September 30, 2022. Filed with  
Secretary of State September 30, 2022.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2647, Levine. Local government: open meetings.

Existing law, the California Public Records Act, requires state agencies and local agencies to make public records available for inspection, subject to specified criteria, and with specified exceptions. Existing law, the Ralph M. Brown Act, requires the meetings of the legislative body of a local agency to be conducted openly and publicly, with specified exceptions. Existing law makes agendas of public meetings and other writings distributed to the members of the governing board disclosable public records, with certain exceptions.

Existing law requires a local agency to make those writings distributed to the members of the governing board less than 72 hours before a meeting available for public inspection, as specified, at a public office or location that the agency designates. Existing law also requires the local agency to list the address of the office or location on the agenda for all meetings of the legislative body of the agency. Existing law authorizes a local agency to post the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting. Existing law requires a local agency to post the agenda for a special meeting at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

This bill would instead require a local agency to make those writings distributed to the members of the governing board available for public inspection at a public office or location that the agency designates and list the address of the office or location on the agenda for all meetings of the legislative body of the agency unless the local agency meets certain requirements, including the local agency immediately posts the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

*The people of the State of California do enact as follows:*

SECTION 1. Section 54957.5 of the Government Code, as amended by Section 208 of Chapter 615 of the Statutes of 2021, is amended to read:

54957.5. (a) Agendas of public meetings are disclosable public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be made available upon request without delay and in compliance with Section 54954.2 or Section 54956, as applicable. However, this section shall not apply to a writing, or portion thereof, that is exempt from public disclosure.

(b) (1) If a writing is a public record related to an agenda item for an open session of a regular meeting of the legislative body of a local agency and is distributed to all, or a majority of all, of the members of a legislative body of a local agency by a person in connection with a matter subject to discussion or consideration at an open meeting of the body less than 72 hours before that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

(2) (A) Except as provided in subparagraph (B), a local agency shall comply with both of the following requirements:

(i) A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose.

(ii) A local agency shall list the address of the office or location designated pursuant to clause (i) on the agendas for all meetings of the legislative body of that agency.

(B) A local agency shall not be required to comply with the requirements of subparagraph (A) if all of the following requirements are met:

(i) An initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to that agenda item is made available for public inspection at the office or location designated pursuant to clause (i) of subparagraph (A) at least 72 hours before the meeting.

(ii) The local agency immediately posts any writing described in paragraph (1) on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

(iii) The local agency lists the web address of the local agency's internet website on the agendas for all meetings of the legislative body of that agency.

(iv) (I) Subject to subclause (II), the local agency makes physical copies available for public inspection, beginning the next regular business hours for the local agency, at the office or location designated pursuant to clause (i) of subparagraph (A).



(II) This clause is satisfied only if the next regular business hours of the local agency commence at least 24 hours before that meeting.

(c) Writings that are public records described in subdivision (b) and distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(d) This chapter shall not be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 7922.530, except that a surcharge shall not be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(e) This section shall not be construed to limit or delay the public’s right to inspect or obtain a copy of any record required to be disclosed under the requirements of the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), including, but not limited to, the ability of the public to inspect public records pursuant to Section 7922.525 and obtain copies of public records pursuant to either subdivision (b) of Section 7922.530 or Section 7922.535. This chapter shall not be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

SEC. 2. The Legislature finds and declares that Section 1 of this act, which amends Section 54957.5 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Because this act would authorize local agencies to make public documents available by posting the public documents on the local agency’s internet website, thus making the public documents available by local agencies more quickly and cost effectively, this act furthers the purpose of Section 3 of Article I of the California Constitution.

# SBCCSDA Annual Award Nomination Form Calendar Year 2022

(Nominate Only One Candidate on This Form)

Name of Candidate: \_\_\_\_\_

Title: \_\_\_\_\_

Nominated for (Choose Only One):

General Manager of the Year

Engineer/Contractor of the Year

Professional/Staff Person of the Year

Candidate Bio:

Reason for Nominating this Candidate:

Nominated by:

Name: \_\_\_\_\_

District: \_\_\_\_\_

Title: \_\_\_\_\_

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

Please submit completed form by COB on **Wednesday, February 15, 2023** to:

Hugh Rafferty ([hughrafferty2@gmail.com](mailto:hughrafferty2@gmail.com)) and

Veroneka Reade ([vreade@santamariaairport.com](mailto:vreade@santamariaairport.com))

*Awards will be presented at the April 2023 SBCCSDA Membership Meeting.*

**MOSQUITO AND VECTOR MANAGEMENT DISTRICT  
of Santa Barbara County  
MINUTES OF REGULAR MEETING OF TRUSTEES  
December 8<sup>th</sup>, 2022**

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, December 8<sup>th</sup>, 2022 via teleconference as allowed by California AB 361.

1. ROLL CALL.

TRUSTEES PRESENT:

President Teri Jory  
Secretary Robert Williams  
Trustee Charlie Blair  
Trustee Joe Franken  
Trustee Hugh Rafferty  
Trustee Barbara Silver

TRUSTEES ABSENT:

Trustee Craig Geyer  
Vice-President Adam Lambert

IN ATTENDANCE:

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

2. CONFIRMATION OF AGENDA

*-No changes requested.*

3. STAFF ANNOUNCEMENTS regarding District business.

*-A special meeting will be held January 5<sup>th</sup> at 10am.*

4. CORRESPONDENCE

A. Memo from Megan MacNee, Executive Director of the Mosquito & Vector Control Association of California on new laws to be enacted in 2023 that will have some effects for Mosquito Districts, including changes to the Brown Act, as indicated in AB 2449, and a guide for implementing specific elements of AB 2449 for conducting public meetings

*-No discussion occurred for this item.*

B. Update from California Special Districts Association in regards to how AB 2449 will affect teleconferencing, agenda posting, and disruptions of board meetings.

*-Options for meeting locations include Wake Center in Goleta and Hope School in Santa Barbara.*

5. PUBLIC COMMENT –

*-None.*

6. ITEMS OF GENERAL CONSENT. The following items are approved by a single action of the Board. Items requiring additional discussion may be withdrawn from the listing and approved in a separate action.

- A. Approval of the Minutes of the November 10, 2022 special meeting
- B. Approval of the November Financial Statements for County Fund 4160
- C. Approval of the November Disbursement Report
- D. Approval of the November Disease Surveillance Report
- E. Approval of the November District Operations Report

*-It was moved by Secretary Williams and seconded by Trustee Blair to approve the Items of General Consent. The District has started implementing a new type of mosquito trap that is especially attractive to Aedes species. Motion to approve passed 6-0-0 by roll call vote.*

7. OLD BUSINESS

A. Report action for the public employee performance evaluation of General Manager Brian Cabrera, held in closed session during the November 10, 2022 District Board meeting.

*-Secretary Williams made a motion to grant a ten percent raise to GM Cabrera retroactive to November 10<sup>th</sup>. Motion seconded by Trustee Franken and passed 6-0-0 by roll call vote.*

B. Accounts receivable contracts' status (5909 Misc. Revenue)

*-There are additional mosquito breeding sources surrounding the La Goleta Gas Storage Facility that may belong to SoCalGas.*

C. Update on repairing/replacing the District office's main plumbing drainage pipe.

*-RotoRooter provided a reasonable estimate. Channel Plumbing asked that we provide them with a redacted copy of the estimate from RotoRooter, but we have not received a response. There is an upcoming appointment with Stewart's Plumbing.*

D. Update on entering into a formal agreement with Southern California Gas for contracted mosquito and vector control work at their Goleta facility

*-Calls and emails to contact at SoCalGas have not been returned. They may be out on medical leave.*

9. NEW BUSINESS

A. Consider and approve Resolution 22-23: "A Resolution of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County Authorizing Continuation of Remote Teleconferencing Meetings of the District's Legislative Bodies Pursuant to Government Code Section 54953(e)".

*-It was moved by Secretary Williams and seconded by Trustee Rafferty to adopt Resolution 22-23. Motion passed 6-0-0 by roll call vote.*

B. Consider and approve Resolution 22-24: "A Resolution of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Special District Risk Management Authority's Health Benefits Program.". Required by SDRMA as part of the enrollment process for providing District-sponsored life insurance through VOYA to represented District employees, as agreed in the MOU between the employees' union and the District

*-It was moved by Trustee Rafferty and seconded by Secretary Williams to adopt Resolution 22-24. Motion passed 6-0-0 by roll call vote.*

- C. Consider and approve a Memorandum of Understanding Entered Into and Between the Special District Risk Management Authority and the Participating Public Entity (MVMDSBC) Who is Signatory to this Memorandum. Another requirement from SDRMA for enrolling in the VOYA life insurance program

*-It was moved by Trustee Rafferty and seconded by Secretary Williams to approve the MOU with SDRMA. Motion passed 6-0-0 by roll call vote.*

- D. Consider and approve the Memorandum of Understanding between the Mosquito & Vector Management District of Santa Barbara County (“MVMDSBC”) and the Goleta Sanitary District agreeing for the MVMDSBC to provide mosquito control services on Sanitary District properties.

*-It was moved by Secretary Williams and seconded by Trustee Rafferty to approve the MOU with Goleta Sanitary District. Motion passed 6-0-0 by roll call vote.*

- E. Consider and approve attendance for 4 (four) District staff (B. Cabrera, D. Cram, R. Sharp and K. Schultz) and 2 (two) trustees (C. Blair and H. Rafferty) at the 91st Annual Mosquito and Vector Control Association of California Conference in Anaheim, CA Jan. 29 – Feb. 1, 2023.

*-It was moved by Secretary Williams and seconded by Trustee Franken to approve attendance for six at the MVCAC Conference. Motion passed 6-0-0 by roll call vote.*

10. MANAGER’S REPORT

*-Financial audit was completed last month and there were no findings.*

*-Technicians performed annual pretreatments of selected areas which are prone to flooding in winter months.*

11. BOARD ANNOUNCEMENTS

*-Russell Dahlquist has been appointed to the Board.*

*-Secretary Williams is scheduled to be re-appointed next week.*

12. 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:

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Teri Jory  
Board President

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Robert Williams  
Board Secretary

# Financial Status (Real-Time)

As of: 12/31/2022 (50% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2023 Fiscal Year Adjusted Budget	12/31/2022 Year-To-Date Actual	6/30/2023 Fiscal Year Variance	6/30/2023 Fiscal Year Pct of Budget
<b>Revenues</b>				
<b>Taxes</b>				
3010 -- Property Tax-Current Secured	477,000.00	285,370.76	-191,629.24	59.83 %
3011 -- Property Tax-Unitary	7,200.00	0.03	-7,199.97	0.00 %
3015 -- PT PY Corr/Escapes Secured	0.00	1,497.23	1,497.23	--
3020 -- Property Tax-Current Unsecd	19,000.00	18,988.52	-11.48	99.94 %
3023 -- PT PY Corr/Escapes Unsecured	0.00	112.79	112.79	--
3028 -- RDA Pass-through Payments	4,600.00	0.00	-4,600.00	0.00 %
3029 -- RDA RPTTF Resid Distributions	8,200.00	0.00	-8,200.00	0.00 %
3040 -- Property Tax-Prior Secured	0.00	-14.88	-14.88	--
3050 -- Property Tax-Prior Unsecured	2,500.00	250.80	-2,249.20	10.03 %
3054 -- Supplemental Pty Tax-Current	9,200.00	3,197.03	-6,002.97	34.75 %
3056 -- Supplemental Pty Tax-Prior	100.00	218.79	118.79	218.79 %
Taxes	<u>527,800.00</u>	<u>309,621.07</u>	<u>-218,178.93</u>	<u>58.66 %</u>
<b>Fines, Forfeitures, and Penalties</b>				
3057 -- PT-506 Int, 480 CIOS/CIC Pen	0.00	6.44	6.44	--
Fines, Forfeitures, and Penalties	<u>0.00</u>	<u>6.44</u>	<u>6.44</u>	<u>--</u>
<b>Use of Money and Property</b>				
3380 -- Interest Income	10,000.00	2,747.68	-7,252.32	27.48 %
Use of Money and Property	<u>10,000.00</u>	<u>2,747.68</u>	<u>-7,252.32</u>	<u>27.48 %</u>
<b>Intergovernmental Revenue-State</b>				
4220 -- Homeowners Property Tax Relief	2,250.00	319.87	-1,930.13	14.22 %
Intergovernmental Revenue-State	<u>2,250.00</u>	<u>319.87</u>	<u>-1,930.13</u>	<u>14.22 %</u>
<b>Intergovernmental Revenue-Other</b>				
4840 -- Other Governmental Agencies	16,000.00	0.00	-16,000.00	0.00 %
Intergovernmental Revenue-Other	<u>16,000.00</u>	<u>0.00</u>	<u>-16,000.00</u>	<u>0.00 %</u>

# Financial Status (Real-Time)

As of: 12/31/2022 (50% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2023 Fiscal Year Adjusted Budget	12/31/2022 Year-To-Date Actual	6/30/2023 Fiscal Year Variance	6/30/2023 Fiscal Year Pct of Budget
<b>Charges for Services</b>				
4877 -- Other Special Assessments	705,000.00	435,609.46	-269,390.54	61.79 %
Charges for Services	705,000.00	435,609.46	-269,390.54	61.79 %
<b>Miscellaneous Revenue</b>				
5891 -- Refunds/Repayments	0.00	5,565.30	5,565.30	--
5909 -- Other Miscellaneous Revenue	130,000.00	81,212.82	-48,787.18	62.47 %
Miscellaneous Revenue	130,000.00	86,778.12	-43,221.88	66.75 %
Revenues	1,391,050.00	835,082.64	-555,967.36	60.03 %
<b>Expenditures</b>				
<b>Salaries and Employee Benefits</b>				
6100 -- Regular Salaries	525,000.00	230,715.81	294,284.19	43.95 %
6210 -- Commissioner/Director/Trustee	10,000.00	3,700.00	6,300.00	37.00 %
6400 -- Retirement Contribution	186,000.00	88,772.21	97,227.79	47.73 %
6475 -- Retiree Medical OPEB	21,000.00	3,279.85	17,720.15	15.62 %
6500 -- FICA Contribution	32,550.00	14,465.55	18,084.45	44.44 %
6550 -- FICA/Medicare	8,500.00	3,383.11	5,116.89	39.80 %
6600 -- Health Insurance Contrib	150,000.00	69,353.45	80,646.55	46.24 %
6700 -- Unemployment Ins Contribution	2,250.00	65.60	2,184.40	2.92 %
6900 -- Workers Compensation	23,000.00	19,711.00	3,289.00	85.70 %
Salaries and Employee Benefits	958,300.00	433,446.58	524,853.42	45.23 %
<b>Services and Supplies</b>				
7030 -- Clothing and Personal	6,900.00	2,728.76	4,171.24	39.55 %
7050 -- Communications	6,800.00	3,153.72	3,646.28	46.38 %
7070 -- Household Supplies	3,200.00	1,841.00	1,359.00	57.53 %
7090 -- Insurance	20,000.00	20,868.00	-868.00	104.34 %
7120 -- Equipment Maintenance	11,230.00	2,628.92	8,601.08	23.41 %

# Financial Status (Real-Time)

As of: 12/31/2022 (50% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2023 Fiscal Year Adjusted Budget	12/31/2022 Year-To-Date Actual	6/30/2023 Fiscal Year Variance	6/30/2023 Fiscal Year Pct of Budget
7121 -- Operating Supplies	12,000.00	3,520.85	8,479.15	29.34 %
7124 -- IT Software Maintenance	28,000.00	2,894.96	25,105.04	10.34 %
7200 -- Structure & Ground Maintenance	13,000.00	1,250.00	11,750.00	9.62 %
7430 -- Memberships	18,000.00	16,431.00	1,569.00	91.28 %
7450 -- Office Expense	6,000.00	2,453.74	3,546.26	40.90 %
7460 -- Professional & Special Service	63,000.00	34,237.94	28,762.06	54.35 %
7508 -- Legal Fees	16,000.00	6,033.75	9,966.25	37.71 %
7546 -- Administrative Expense	11,000.00	883.00	10,117.00	8.03 %
7650 -- Special Departmental Expense	84,000.00	20,130.63	63,869.37	23.97 %
7653 -- Training Fees & Supplies	6,000.00	275.00	5,725.00	4.58 %
7730 -- Transportation and Travel	5,000.00	221.90	4,778.10	4.44 %
7731 -- Gasoline-Oil-Fuel	17,000.00	5,191.17	11,808.83	30.54 %
7760 -- Utilities	4,800.00	2,478.97	2,321.03	51.65 %
Services and Supplies	331,930.00	127,223.31	204,706.69	38.33 %
Other Charges				
7860 -- Contrib To Other Agencies	55,000.00	26,042.00	28,958.00	47.35 %
Other Charges	55,000.00	26,042.00	28,958.00	47.35 %
Capital Assets				
8200 -- Structures&Struct Improvements	26,000.00	0.00	26,000.00	0.00 %
8300 -- Equipment	85,000.00	0.00	85,000.00	0.00 %
Capital Assets	111,000.00	0.00	111,000.00	0.00 %
Expenditures	1,456,230.00	586,711.89	869,518.11	40.29 %
Other Financing Sources & Uses				
Other Financing Sources				
5911 -- Oper Trf (In)-Other Funds	82,000.00	0.00	-82,000.00	0.00 %
Other Financing Sources	82,000.00	0.00	-82,000.00	0.00 %



# Financial Status (Real-Time)

As of: 12/31/2022 (50% Elapsed)  
Accounting Period: OPEN

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Line Item Account	6/30/2023 Fiscal Year Adjusted Budget	12/31/2022 Year-To-Date Actual	6/30/2023 Fiscal Year Variance	6/30/2023 Fiscal Year Pct of Budget
Other Financing Uses				
7901 -- Oper Trf (Out)	16,820.00	23,000.00	-6,180.00	136.74 %
Other Financing Uses	16,820.00	23,000.00	-6,180.00	136.74 %
Other Financing Sources & Uses	65,180.00	-23,000.00	-88,180.00	-35.29 %
Mosquito & Vector Mgt District	0.00	225,370.75	225,370.75	--
Net Financial Impact	0.00	225,370.75	225,370.75	--

# Cash Balances (Real-Time)

As of: 12/31/2022  
Accounting Period: OPEN

Selection Criteria: Fund = 4160-4161

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

Fund	12/1/2022 Beginning Balance	Month-To-Date Cash Receipts (+)	Month-To-Date Treasury Credits (+)	Month-To-Date Warrants and Wire Transfers (-)	Month-To-Date Treasury Debits (-)	12/31/2022 Ending Balance
4160 -- Mosquito & Vector Mgt District	1,470,488.82	11,390.12	659,412.55	57,463.22	67,919.04	2,015,909.23
4161 -- SB Vector-Cap Asset Reserve	654,433.96	0.00	0.00	0.00	0.00	654,433.96
Total Report	2,124,922.78	11,390.12	659,412.55	57,463.22	67,919.04	2,670,343.19

# Vendor Disbursements (Real-Time)

From 12/1/2022 to 12/31/2022

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
Vendor 006215 -- US BANK CORPORATE PAYMENT SYSTEM					
ACH - 783815	12/12/2022	880		Vendor Account:	2,324.97
				Total US BANK CORPORATE PAYMENT SYSTEM	2,324.97
Vendor 008116 -- HOWELL MOORE & GOUGH LLP					
W - 09792088	12/01/2022	880		Vendor Invoice #: 44458; Vendor Account:	3,175.50
W - 09792365	12/06/2022	880		Vendor Invoice #: 44521; Vendor Account:	985.50
				Total HOWELL MOORE & GOUGH LLP	4,161.00
Vendor 050379 -- ADP INC					
EFT	12/09/2022	880		Vendor Invoice #: 620581862	650.70
				Total ADP INC	650.70
Vendor 086415 -- CITY EMPLOYEES ASSOC LLC					
ACH - 783221	12/06/2022	880		UNION DUES	48.00
ACH - 784529	12/16/2022	880		UNION DUES	48.00
				Total CITY EMPLOYEES ASSOC LLC	96.00
Vendor 101532 -- STREAMLINE					
W - 09792384	12/06/2022	880		Vendor Invoice #: 051D17E0-0026	200.00
				Total STREAMLINE	200.00
Vendor 127495 -- VESERIS					
ACH - 783251	12/06/2022	880		Vendor Invoice #: IN-4012822; Vendor Account:	727.32
				Total VESERIS	727.32
Vendor 132153 -- MVCAC MOSQUITO & VECTOR CONTROL ASSOC OF CA					
W - 09793848	12/16/2022	880		Vendor Invoice #: 7363697	374.00
				Total MVCAC MOSQUITO & VECTOR CONTROL ASSOC OF CA	374.00
Vendor 153083 -- Carroll Plumbing					
W - 09794528	12/29/2022	880		Vendor Invoice #: 96722; Vendor Account:	335.00
				Total Carroll Plumbing	335.00

# Vendor Disbursements (Real-Time)

From 12/1/2022 to 12/31/2022

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
Vendor 194683 -- Allied Administrators for Delta Dental					
ACH - 783272	12/06/2022	880		ID #	871.83
Total Allied Administrators for Delta Dental					871.83
Vendor 244645 -- AFLAC					
W - 09792405	12/06/2022	880		Vendor Invoice #: 706019; Vendor Account:	279.48
W - 09794537	12/29/2022	880		Vendor Invoice #: 079929; Vendor Account:	419.22
Total AFLAC					698.70
Vendor 246891 -- MISSION LINEN SUPPLY					
ACH - 783274	12/06/2022	880		Vendor Account:	527.97
Total MISSION LINEN SUPPLY					527.97
Vendor 346888 -- CARRIE TROUP CPA					
ACH - 784612	12/16/2022	880		Vendor Invoice #: 1122V	2,325.00
Total CARRIE TROUP CPA					2,325.00
Vendor 522736 -- McCormix Corporation					
ACH - 784619	12/16/2022	880		Vendor Account:	749.25
Total McCormix Corporation					749.25
Vendor 556712 -- MONTECITO WATER DISTRICT					
ACH - 784030	12/13/2022	880		Vendor Account: 2	56.47
Total MONTECITO WATER DISTRICT					56.47
Vendor 648390 -- CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM					
ACH - 785017	12/20/2022	880		Vendor Invoice #: 100000017029519; Vendor Account: 1	10,859.79
Total CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM					10,859.79
Vendor 710175 -- STATE/FEDERAL TAXES & DIRECT DEPOSITS					
EFT	12/01/2022	880		Vendor Account:	18,234.15
EFT	12/15/2022	880		Vendor Account:	18,983.20
EFT	12/29/2022	880		Vendor Account:	19,595.17



# Vendor Disbursements (Real-Time)

From 12/1/2022 to 12/31/2022

Selection Criteria: Fund = 4160

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

## Fund 4160 -- Mosquito & Vector Mgt District

Disbursement	Disbursement Date	Dept	Purchase Order	Remit Description	Amount
				Total STATE/FEDERAL TAXES & DIRECT DEPOSITS	56,812.52
Vendor 740582 -- BIG GREEN CLEANING COMPANY					
ACH - 786160	12/29/2022	880		Vendor Invoice #: 615381; Vendor Account:	263.00
				Total BIG GREEN CLEANING COMPANY	263.00
Vendor 767200 -- SOUTHERN CALIFORNIA EDISON					
ACH - 786164	12/29/2022	880		Vendor Account:	183.76
				Total SOUTHERN CALIFORNIA EDISON	183.76
Vendor 767800 -- THE GAS COMPANY					
ACH - 784201	12/13/2022	880		Vendor Account:	68.70
				Total THE GAS COMPANY	68.70
Vendor 776537 -- COX COMMUNICATIONS - BUSINESS					
ACH - 784639	12/16/2022	880		Vendor Account:	460.48
				Total COX COMMUNICATIONS - BUSINESS	460.48
				Total Mosquito & Vector Mgt District	82,746.46



P.O. BOX 6343  
FARGO ND 58125-6343

**ACCOUNT NUMBER**  
**STATEMENT DATE** 12-22-2022  
**AMOUNT DUE** \$1,206.96  
**NEW BALANCE** \$1,206.96  
PAYMENT DUE ON RECEIPT



000001002 01 SP 0.570 106481627177978 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	\$2,324.97	\$1,206.96	\$0.00	\$0.00	\$0.00	\$0.00	\$2,324.97	\$1,206.96	

CORPORATE ACCOUNT ACTIVITY					
MVM DISTRICT					TOTAL CORPORATE ACTIVITY
					\$2,324.97 CR
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-13	12-13	74798262347000000000025	PAYMENT - 783815 00000 A		2,324.97 PY

NEW ACTIVITY					
JESSICA E SPRIGG		CREDITS \$0.00	PURCHASES \$312.16	CASH ADV \$0.00	TOTAL ACTIVITY \$312.16
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-02	12-01	24692162335101155766457	IN *TECHEASE COMPUTER SOL 805-5643273 CA		250.00
12-05	12-02	24137462337001433008950	USPS PO 0513320113 CARPINTERIA CA		2.16
12-14	12-13	24137462348001412433788	USPS PO 0575840167 SUMMERLAND CA		60.00

CUSTOMER SERVICE CALL	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	800-344-5696		PREVIOUS BALANCE	2,324.97
		PURCHASES & OTHER CHARGES	1,206.96	
	STATEMENT DATE	DISPUTED AMOUNT	CASH ADVANCES	.00
	12/22/22	.00	CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
SEND BILLING INQUIRIES TO:	AMOUNT DUE		CREDITS	.00
U.S. Bank National Association			1,206.96	PAYMENTS
C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335		ACCOUNT BALANCE		1,206.96



Company Name: MVM DISTRICT
Corporate Account Number:
Statement Date: 12-22-2022

**NEW ACTIVITY**

BRIAN J CABRERA					CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
					\$0.00	\$894.80	\$0.00	\$894.80
Post Date	Tran Date	Reference Number	Transaction Description	Amount				
11-25	11-24	24164072328741957552818	FEDEX 95755281 800-4633339 TN	138.69				
11-25	11-24	24692162328105132750202	VZWRLSS*MY VZ VB P 800-922-0204 FL	384.39				
12-14	12-13	24011342347000044648280	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	14.99				
12-15	12-14	24430992348400812107507	MSFT * E0800LFY66 MSBILL.INFO WA	42.00				
12-15	12-13	24943002348894348008031	DLR RESORT RES CRO 7147814669 CA 00348008037147814669 ARRIVAL: 12-13-22	314.73				

Department: 00000 Total: \$1,206.96  
 Division: 00000 Total: \$1,206.96



# MOSQUITO and VECTOR MANAGEMENT DISTRICT of SANTA BARBARA COUNTY

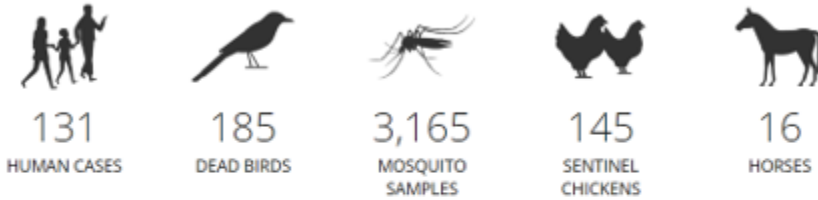
## DISEASE SURVEILLANCE REPORT

December 2022

### Vector-borne Disease Surveillance

The 2022 mosquito trapping season ended with zero mosquito samples testing positive for mosquito-borne viruses in Santa Barbara County. In Santa Barbara County in December, one dead bird was reported, but it was not tested since it had been dead longer than 24 hours. No mosquito pools were tested.

#### 2022 West Nile Virus Activity in California through November



#### 2022 West Nile Virus Activity in California through December

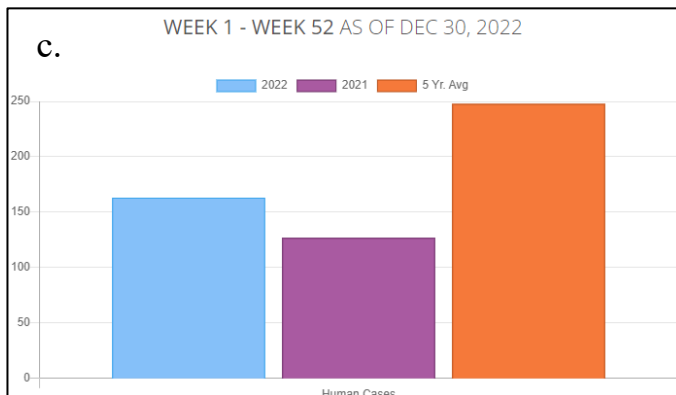
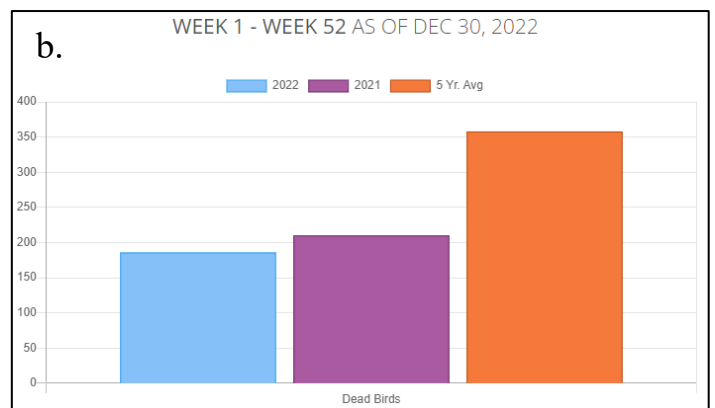
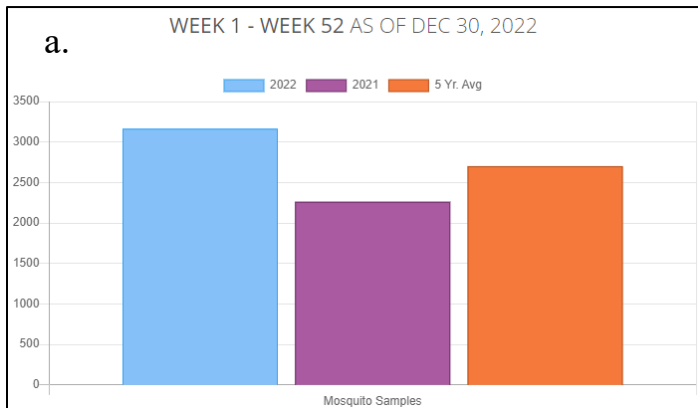


### California Arbovirus Detection

In December, most California districts or counties greatly reduced their surveillance activity. No additional positive mosquito pools, sentinel chickens, or horses were reported. The number of positive dead birds increased by only one. Thirty-two human cases were added to the 2022 total last month. Out of the total of 163 human WNV cases, 10 were fatal; 13 additional cases were asymptomatic blood donors.

There were 153 mosquito pools positive for Saint Louis encephalitis virus in 2022; there were 11 human cases. No detections

of Western equine encephalitis virus were reported in California last year.



#### 2022, 2021 and 5 year average of West Nile Virus in CA

- a. Mosquito samples
- b. Dead birds
- c. Human cases



## Invasive *Aedes* Mosquito and Zika Virus Update

No *Aedes aegypti* mosquitoes or other invasive *Aedes* species were detected in Santa Barbara County in 2022.

*Aedes aegypti* mosquitoes are present in 24 California counties. *Ae. albopictus* is present in five counties. *Aedes notoscriptus* occurs in L.A., Orange and San Diego Counties.

In the summer of 2022, there were two human cases of dengue virus in Santa Barbara County, but both infections were most likely travel-related. There were 57 cases of dengue virus in California in 2022.

### Sterile Insect Technique for Control of Mosquitoes

Sterile insect technique, or SIT, is a strategy to control a species of insects by releasing sterile individuals that cannot produce viable offspring. Male mosquitoes are used because they do not bite. There are three techniques that produce sterile mosquitoes: irradiation, *Wolbachia* bacteria incompatibility, and genetic modification.

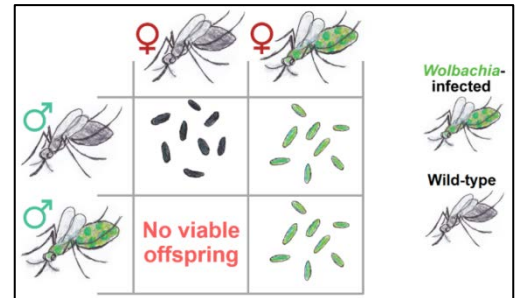
#### Irradiation

After the target species is mass produced, males are separated-out and x-rays are applied to sterilize them. Sterile males mate with wild females that then lay infertile eggs which do not hatch. Very large numbers of irradiated males must be released repeatedly for this type of control to be successful. This technique can be “boosted” by coating the males with larvicide or densovirus powder to kill wild females.

Image Credit: Perran Ross at University of Melbourne

#### *Wolbachia* bacteria incompatibility

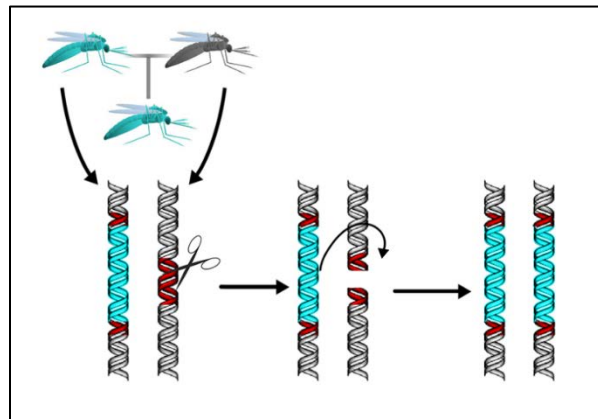
Males are mass-produced in the lab and infected with *Wolbachia*. Their sperm cells are not compatible with an uninfected (wild) female’s eggs, so the eggs do not hatch. The company MosquitoMate and others have used this strategy in Texas, Singapore, Australia, Thailand, Mexico, and Calif. (Fresno County Consolidated Mosquito Abatement District). This technique is commercially-available in Kentucky against *Ae. aegypti* and *Ae. albopictus*.



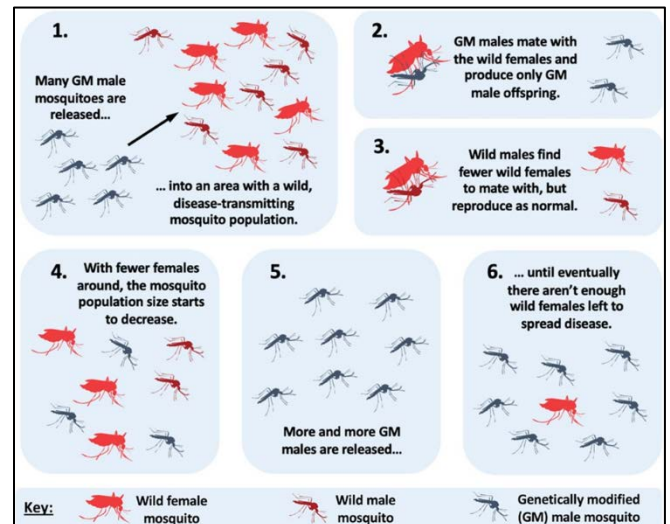
#### Genetic modification

Mosquitoes are genetically modified to contain a gene fatal to female offspring. The gene copies and inserts itself, so it is inherited by all male offspring. Males are released as adults or distributed as eggs in a container (“just add water”). The company Oxitec has developed this technology for use in Brazil, the Cayman Islands, Panama, India, Florida, Texas, and Tulare County, California (Delta MVCD).

Credit: E. P. Caragata, UF/IFAS



Credit: Harvard University



Fact sheets and videos available at <https://www.mvac.org/vectors-and-public-health/innovative-technologies/>

# Mosquito and Vector Management District of Santa Barbara County

## Report of District Operations -December 2022

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	28.0	4.5														
Goleta Valley	26.0	2.0													1	
Rancho Embarcadero	3.5															
Isla Vista	1.0															
Hope Ranch	3.5	0.5														
Hidden Valley																
Santa Barbara area	36.0	4.5	1						47.0							
Mission Canyon																
Montecito	1.0			1												
Summerland						1										
Carpinteria	19.0		1												1	
Carpinteria Valley	6.5	1.0														
Carp Salt Marsh																
Camino Real																
Storke Ranch	0.5	0.5														
Goleta Sanitary																
City of Goleta																
UCSB	9.5	0.5														
Santa Barbara Airport	16.5	3.5														
City of Santa Barbara	5.0	1.0														
SoCalGas																
<b>South County total</b>	<b>156.0</b>	<b>18.0</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1.0</b>	<b>0.0</b>	<b>0</b>	<b>47.0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>2</b>	<b>222.0</b>
Unincorporated North County									1.0	1						
<b>North County total</b>									<b>1.0</b>	<b>1</b>						<b>1.0</b>
Pismo Beach																0.0
Oceano Dunes																0.0
San Luis Obispo																0.0
<b>SLO County total</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>0</b>	<b>0.0</b>
<b>Monthly Totals</b>	<b>156.0</b>	<b>18.0</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1.0</b>	<b>0.0</b>	<b>0</b>	<b>48.0</b>	<b>1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>	<b>2</b>	<b>223.0</b>
<b>Year to Date</b>	<b>1984.5</b>	<b>696.0</b>	<b>70</b>	<b>79</b>	<b>10</b>	<b>29.0</b>	<b>11.0</b>	<b>9</b>	<b>119.0</b>	<b>17</b>	<b>7.5</b>	<b>91.0</b>	<b>583.0</b>	<b>1</b>	<b>15</b>	

	This Month	Year to Date
<b>Total Inspection Hours</b>	<b>205.0</b>	<b>2132.5</b>
<b>Total Treatment Hours</b>	<b>18.0</b>	<b>707.0</b>
<b>Total Mileage</b>	<b>1,702.0</b>	<b>34,615.0</b>

						January 6, 2023
Account		MOU Maximum	FYE23	FYE22	FYE21	MOU Status
<a href="#">1</a>	Wynmark	\$ 2,100	\$770.84	\$982.73	\$1,283.96	FYE24 Submitted to Wynmark
<a href="#">3</a>	Goleta Sanitary District	\$ 5,700	\$289.18	\$3,784.34	\$3,997.96	FYE24 complete
<a href="#">4</a>	Goleta, City of	\$ 10,700	\$5,543.34	\$6,358.75	\$3,708.19	FYE23 complete
<a href="#">5</a>	Oceano Dunes District	\$ 21,500	\$14,392.93	\$18,096.06	\$18,153.72	CY 22 and 23 complete
<a href="#">6</a>	Pismo Beach, City of	\$ 10,000	\$5,231.15	\$8,909.53	\$5,744.45	FYE23 complete
<a href="#">7</a>	Santa Barbara Airport	\$ 65,500	\$21,755.78	\$56,128.09	\$43,239.03	FYE23 complete
<a href="#">8</a>	Santa Barbara, City of	\$ 6,500	\$2,557.30	\$5,471.13	\$5,266.24	FYE23 complete
<a href="#">9</a>	SoCalGas	\$ 3,000	\$412.25	\$1,527.55	\$2,277.71	Submitted Mosquito Management Plan
<a href="#">10</a>	Cal-Storke, LLC	\$ 3,000	\$1,271.86	\$1,225.18	\$1,553.06	FYE23 complete
<a href="#">11</a>	UCSB	\$ 35,500	\$16,995.08	\$25,493.42	\$17,982.38	FYE24 complete
<a href="#">12</a>	San Luis Obispo, County of	\$ 15,500	\$8,954.28	\$5,268.29	\$1,777.07	FYE24 complete
		\$ 179,000	\$78,173.99	\$133,245.07	\$104,983.77	

	January 6, 2023	Budgeted
FYE 2023	\$78,173.99	\$ 130,000
FYE 2022	\$133,245.07	\$ 120,000
FYE 2021	\$104,983.47	\$ 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

**BUDGETARY ESTIMATE**  
**Carroll Plumbing & Maintenance, Inc.**  
**2825 De La Vina Street**  
**Santa Barbara, Ca 93105**  
**Ph: 805-687-2677 Fax: 805-687-9834**  
**License #: 335667**

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DATE: December 14, 2022

FROM: Pat Carroll [cp1@carrollplumbingsb.com](mailto:cp1@carrollplumbingsb.com)

TO: Mosquito & Vector management Attn: Brian Cabrera

EMAIL: [bcabrera@mvmddistrict.org](mailto:bcabrera@mvmddistrict.org) PHONE: 805-448-2088

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**JOB NAME:**

**JOB LOCATION** 2450 Lillie Avenue

**ESTIMATE:** \$8,000.00- \$9,000.00

**SCOPE OF WORK:** Jackhammer floor to replace cast iron pipe for shower and kitchen drains to the outside clean out, install new fiber glass shower

**This is only an estimate and work will be billed at time and material**

**NOTE:** If permit is needed, Carroll plumbing will charge minimum of two hours to obtain permit and meet with inspector plus the cost of permit.

**ADDENDUMS:**

Please understand that this estimate is just that, an estimate. While we try to anticipate all work which may be required to complete the project, there are cases where the extent of the problem cannot be fully understood until the project has commenced. Unforeseen complications can result in additional cost. We will inform you of any changes or encountered problems.

**EXCLUSIONS:**

ALL ROCKS LARGER THAN 1' IN DIAMETER WILL BE REMOVED ON A TIME AND MATERIAL BASIS ONLY. ANY UNFORESEEN COMPLICATIONS, NOT VISUALLY SEEN AT TIME OF ESTIMATE, WILL IMMEDIATELY BE BROUGHT TO THE OWNER'S ATTENTION AND REMEDIES WILL BE DONE AT A TIME AND MATERIAL BASIS. CUTTING, PATCHING OR PAINTING. POURED OR FORM CONCRETE. STAKING OR SURVEY WORK. ASBESTOS REMOVAL OR DISPOSAL. FIRE PROTECTION. TEMPORARY WATER OR SANITARY FACILITIES. SOILS REMOVAL, DUMPSTER CHARGES OR FEES. DEMOLITION WORK. FEES FOR COMPACTION TESTING. STRUCTURAL COSTS TO SUPPORT PIPING. FOUNDATION DRAINS. AREA DRAINAGE, ROOF DRAINAGE, DOWN-SPOUTS, PERMITS, FEES, ASSESSMENTS, METERS, BONDS OR BOND FEES. TEMPORARY POWER OR FEES.

SUBCONTRACTOR AGREEMENT TO BE STANDARD A. I. A. FORM. SUBCONTRACTOR RETENTION TO BE EQUAL IN PERCENTAGE TO OWNERS RETENTION PER THE PUBLIC CONTRACT CODE, SECTION 22300. ANY WORK PERFORMED PURSUANT TO A FEE, WHETHER PAID BY OWNER, OWNERS AGENT OR ANY UTILITY COMPANY IS SPECIFICALLY EXCLUDED BY THIS CONTRACT. NO BACK CHARGES WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION BY CARROLL PLUMBING & MAINTENANCE INC. CODES CHANGES BY CITY, STATE OR FEDERAL AGENCIES INSTITUTED AFTER THIS BID AND CAUSING AN INCREASE OR DECREASE IN OUR MATERIALS OR LABOR WILL BE ADDED OR DEDUCTED FROM THE ABOVE QUOTED PRICE.

Signature of Acceptance \_\_\_\_\_ Date \_\_\_\_\_ Thank You  \_\_\_\_\_

**ESTIMATE IS VALID FOR A 30 DAY PERIOD ONLY.**

**TO ACCEPT THIS ESTIMATE PLEASE SIGN, DATE AND RETURN TO OUR OFFICE BY FAX OR MAIL.**

**TERMS:** Net 30 - A Service Charge of 1-1/2% per month (18% annually) will be charged on all past due accounts (\$1.00 minimum).



Roto-Rooter Plumbers, a Commercial 1st Services Company and Division of RotoCo, LLC.

Remit to: 2141 Industrial Ct., Ste.D, Vista, CA 92081 • (800) 491-7686

Accounts Receivable : (844) 490-7686 • Fax: (760) 598-1657

Lic# 966412 • Federal ID #: 46-1617768

**BILL TO**

Mosquito and Vector Management  
 2450 Lillie Avenue  
 Summerland, CA 93067 USA

<b>ESTIMATE</b> 714638685	<b>ESTIMATE DATE</b> Oct 26, 2022
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**JOB ADDRESS**

Mosquito and Vector Management  
 2450 Lillie Avenue  
 Summerland, CA 93067 USA

**Job:** 713912452

**Technician:** Juan Carlos Cortes Chavez

**Technician:** Sergio Duarte Prieto

**ESTIMATE DETAILS**

Cast iron mainline replacement.: After camera inspection was performed, we were able to find several cracks and rust buildup all along the 3" cast iron pipe and the 2" cast iron shower/sink line. Also, the vent line for the shower/sink shows cracks as well. A replacement of the cast iron pipe is recommended in an attempt to fix the issue.

The technician will need to do the following:

- Additional technician will be needed.
- Saw cut/jackhammer a 3' x 3' hole in the concrete on two locations, one in the back of the building, one in the restroom.
- Excavate to expose cast iron lines.
- Excavate a 4' x 4' x 4' pit in the front of the building by the clean out to gain access to the pipe.
- Cut/remove 3" and 2" cast iron pipes.
- Install new 2" and 3" ABS pipes and make new connections.
- Cut access holes in the drywall to gain access to vent.
- Cut/remove galvanized vent.
- Install new 2" ABS pipe for vent.
- Excavate a 3' x 3' x 5' pit by the cleat near the sidewalk to expose old orangeburg pipe.
- Will cut/remove old orangeburg.
- Will install new 4" ABS pipe and make new connections to clay line.
- Check system for leaks.
- Will backfill holes.
- Rough concrete patch is included.
- Rough drywall patch is included.
- Not responsible for flooring.
- Not responsible for paint.

2 year warranty on labor.

All parts and labor are included with price.

Does not include any additional work.

Total. \$34,725.00

<b>SUB-TOTAL</b>	\$34,725.00
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$34,725.00
<b>EST. FINANCING</b>	\$489.62

**WE DO WATER RESTORATION**

*(Fix it, Clean it, Dry it)*

Conditions & Exclusions apply. Please see below for details

**COVID-19 ACKNOWLEDGMENT / WAIVER; Effective as of 3/20/2020:**

In an effort to reduce the spread of COVID-19, Roto-Rooter will be limiting the interaction between our customers and technicians through a mandated Touch-Free policy until further notice. During this time, our technicians will take **verbal authorization for work to be performed, as well as payment for work completed all over a recorded phone call or without touching of devices or payment methods** to help maintain the health and safety of all. Technicians will write "VERBAL" in place of a customer signature for work authorization, completion, and payment purposes and document call details for verification and tracking purposes. By accepting work verbally over a recorded line, you are acknowledging an audible signing of the invoice/contract agreement.

**CUSTOMER AUTHORIZATION**

**WORK ORDER AUTHORIZATION / WAIVER:**

I authorize Roto-Rooter to perform the described services and I agree to pay the amounts indicated. I understand that Roto-Rooter is not responsible for broken, settled, rusted, deteriorated, or lead pipes, fixtures, or clean outs and any damage resulting from cleaning or repairing such lines.

I have asked Roto-Rooter to provide services, Under Section 1689.13 of the California Civil Code, in order to induce Roto-Rooter to provide these services; 1) Initiated negotiation and contract; 2) executed this contract in connection with the making of emergency or immediate necessary repairs or services necessary for the immediate protection of persons or personal property detailed on this invoice; and 3) I expressly acknowledge and waive the right to cancel this contract within three or seven business days, whichever applies.

**ACH PAYMENT AUTHORIZATION / WAIVER:**

In the event that payment is required and bank account information or a check is provided as a form of payment, I hereby authorize RotoCo, LLC, herein called Roto-Rooter, to (i) initiate a debit entry to my account, and to debit the same to such account, (ii) use information from my check to make a one-time electronic fund transfer from my account or (iii) process the payment as a check transaction, as determined by Roto-Rooter and as applicable. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law and that I may only revoke this authorization by notifying Roto-Rooter as provided below. This authorization is to remain in full force and effect for the payment on this invoice, until Roto-Rooter has received written notification from me of its termination in such time and in such manner as to afford Roto-Rooter a reasonable opportunity to act on it. If you believe any of the above information to be in error or to contact Roto-Rooter for information on revoking this authorization, please contact us at (844) 490-7686.

Sign here

Date

**THREE DAY RIGHT TO CANCEL**

*\*Only applies if the contract is greater than \$750.*

## CONDITIONS AND EXCLUSIONS

Roto-Rooter guarantees the services performed set forth in this invoice to be free from defect in materials or workmanship for the applicable time period stated above. If within the Guarantee Period a drain stoppage or other defect in the repair of plumbing fixtures plumbing parts installed by Roto-Rooter occurs, Roto-Rooter will clear the drain stoppage or, repair or replace (at Roto-Rooter's option) the plumbing fixture of plumbing part previously installed at no cost to the customer, subject to the following exclusions and limitations:

1. This Guarantee applies only to the specific sewer lines cleaned, or plumbing fixtures or plumbing parts supplied and installed by Roto-Rooter
2. Roto-Rooter must receive notice of the defect within the Guarantee Period.
3. This Guarantee does not apply to:
  - a. Materials furnished, or work performed by other than Roto-Rooter.
  - b. Drains, sewer lines, plumbing fixtures and plumbing parts which have been misused, abused, damaged, or modified by others;
  - c. Drain or sewer line stoppages caused by foreign materials and objects, including but not limited to grease, sanitary articles, paper towels, toys etc., or
  - d. Drains, sewer lines, plumbing fixtures on septic systems
  - e. Pipes lifted by roots
  - f. Repairs made by cast in place lining that have subsequently been cleaned with a drain cleaning machine with rotating cutter heads. LINED PIPES MUST BE CLEANED WITH A WATER JET.
4. The Guarantee Period commences on the date of original service and shall not be extended by subsequent services or repairs made pursuant to the terms of the Guarantee. The Guarantee hereunder extends to the customer invoiced for the services and is not transferable.
5. Roto-Rooter's liability hereunder shall be limited to recleaning of drain or sewer stoppage(Max. Two repeat visits) or the repair or replacement of defective plumbing fixtures or plumbing parts: Roto-Rooter shall not be liable for (1) Incidental or consequential damages; (2) Water or other damage; (3) Loss of use; or (4) Loss of anticipated benefits or profits, any of which result from the furnishing of services or products, or from the breach of the Guarantee, even if Roto-Rooter knew of the likelihood of such damages.
6. Any implied warranty of merchantability, or fitness for a particular purpose of use, shall be limited to the duration of the foregoing written guarantee. *The foregoing written guarantee is the customer's sole and exclusive remedy and in lieu of all other guarantees and warranties express or implied, written or oral.* This guarantee may only be modified in writing, signed by an officer of Roto-Rooter.
7. This guarantee does not apply in the event customer breaches any of the Terms and conditions of service, including but not limited to timely payment of all charges.
8. COLLECTIONS: Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum.
9. LEGAL FEES: In the event litigation arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court shall not be bound to award fees based on any set, court fee schedule but shall if it so chooses, aware the true amount of all costs, expenses and attorney fees paid or incurred.

A FINANCE CHARGE will be computed on the unpaid balance by a single period rate of 1-1/2% per month, which is an annual percentage rate of 18%. A \$35.00 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working - if the total price of the job is \$750.00 or more (including labor and materials).

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license. The Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

You may contact the Contractors State License board to find out if this contractor has a valid license. The board has complete information on the history of licensed contractors including any possible suspensions, revocations, judgements and citations. The board has offices throughout California. Please check the government pages of the white pages for the office nearest you or call (800) 321-CSLB for more information."

**RESOLUTION NO. 23-02**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY AUTHORIZING CONTINUATION OF REMOTE TELECONFERENCE MEETINGS OF THE DISTRICT'S LEGISLATIVE BODIES PURSUANT TO GOVERNMENT CODE SECTION 54953(e)**

WHEREAS, all meetings of the Board of Trustees, standing committees and other legislative bodies of the Mosquito and Vector Management District of Santa Barbara County are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code sections 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, Government Code section 54953(e) makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition for conducting meetings using teleconferencing under Government Code Section 54953(e) is that a state of emergency has been declared by the Governor pursuant to Government Code Section 8625; and

WHEREAS, it is further required as a condition for conducting meetings using teleconferencing under Government Code section 54953(e) that (i) state or local officials have imposed or recommended measures to promote social distancing, or (ii) meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Trustees adopted Resolution No. 21-07 on October 14, 2021, finding that the requisite conditions existed for the legislative bodies of the Mosquito and Vector Management District of Santa Barbara County to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, the Board of Trustees has adopted subsequent resolutions finding that the requisite conditions existed for the legislative bodies of the District to continue conducting remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, as a condition of further extending the use of the provisions found in Government Code section 54953(e), the Board of Trustees must find that (i) it has reconsidered the circumstances of the state of emergency, and (ii) any of the following circumstances exist:

- The state of emergency continues to directly impact the ability of the members to meet safely in person.
- State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the state of emergency that was declared by Governor Newsom on March 4, 2020 due to COVID-19 remains active and in effect as of the date of this Resolution; and

WHEREAS, local officials continue to impose or recommend measures to promote social distancing, as set forth in the document issued on September 28, 2021 by the Santa Barbara County Health Department entitled "Health Officials AB 361 Social Distance Recommendation," which document remains in effect as of the date of this Resolution; and



WHEREAS, the Board of Trustees desires to set forth herein its findings that the legislative bodies of the District may continue to conduct their meetings without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. The Board of Trustees hereby finds that (i) it has reconsidered the circumstances of the state of emergency declared by Governor Newsom on March 4, 2020 and has determined that such state of emergency remains active, (ii) local officials continue to impose or recommend measures to promote social distancing, and (iii) the legislative bodies of the District are authorized to continue conducting meetings using teleconferencing under Government Code section 54953(e).

Section 3. Remote Teleconference Meetings. The General Manager and legislative bodies of the District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall expire thirty (30) days thereafter, unless, on or before that date and every thirty (30) days thereafter, the Board of Trustees adopts a subsequent resolution setting forth the findings required by Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED by the Board of Trustees of MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY, this 12th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Teri Jory  
Board President

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Robert Williams  
Board Secretary

**RESOLUTION NO. 23-03**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE MOSQUITO  
AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA  
COUNTY AMENDING BEREAVEMENT LEAVE POLICY UNDER  
PERSONNEL POLICY AND PROCEDURES MANUAL**

**WHEREAS**, the Mosquito and Vector Management District of Santa Barbara County (the “District”) adopted a Personnel Policy and Procedures Manual on December 13, 2018 (the “Personnel Manual”); and

**WHEREAS**, Section 4.02 of the Personnel Manual describes the District’s bereavement leave policy; and

**WHEREAS**, the Board of Trustees of the District desires to adopt a revised bereavement leave policy to comply with Assembly Bill 1949, which became effective on January 1, 2023.

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County as follows:

**1. Amendment of Bereavement Leave Policy.** Section 4.02 of the Personnel Manual is hereby deleted in its entirety and is replaced with the revised Section 4.02 attached hereto as Exhibit “A” and incorporated herein by this reference.

**2. Continued Effect.** Except as specifically amended herein, the Personnel Manual shall continue in full force and effect.

**PASSED AND ADOPTED** this 12th day of January 2023, by the following vote of the Board of Trustees of the Mosquito and Vector Management District of Santa Barbara County:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**ATTEST:**

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Robert Williams,  
Secretary of the Board of Trustees

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Teri Jory  
President of the Board of Trustees

## **EXHIBIT “A”**

### **Revised Bereavement Leave Policy**

#### **4.02. Bereavement Leave.**

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

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

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

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

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

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

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

## Current Policy on Bereavement Leave in the MVMDSBC Policy & Procedures Manual, December 13, 2018:

### 4.02 Bereavement Leave.

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



**Assembly Bill No. 1949**

CHAPTER 767

An act to amend Sections 12945.21 and 19859.3 of, and to add Section 12945.7 to, the Government Code, relating to employment.

[ Approved by Governor September 29, 2022. Filed with Secretary of State September 29, 2022. ]

LEGISLATIVE COUNSEL'S DIGEST

AB 1949, Low. Employees: bereavement leave.

Existing law, commonly known as the California Family Rights Act, which is a part of the California Fair Employment and Housing Act, makes it an unlawful employment practice for an employer, as defined, to refuse to grant a request by an eligible employee to take up to 12 workweeks of unpaid protected leave during any 12-month period for family care and medical leave, as specified.

This bill would additionally make it an unlawful employment practice for an employer to refuse to grant a request by an eligible employee to take up to 5 days of bereavement leave upon the death of a family member, as defined. The bill would require that leave be completed within 3 months of the date of death. The bill would require that leave be taken pursuant to any existing bereavement leave policy of the employer. Under the bill, in the absence of an existing policy, the bereavement leave may be unpaid. However, the bill would authorize an employee to use certain other leave balances otherwise available to the employee, including accrued and available paid sick leave.

This bill would require, if an existing leave policy provides for less than 5 days of bereavement leave, a total of at least 5 days of bereavement leave for the employee, as prescribed. The bill would make it an unlawful employment practice for an employer to engage in specified acts of discrimination, interference, or retaliation relating to an individual's exercise of rights under the bill. The bill would require the employer to maintain employee confidentiality relating to bereavement leave, as specified. The bill would not apply to an employee who is covered by a valid collective bargaining agreement that provides for prescribed bereavement leave and other specified working conditions.

Existing law requires the Department of Fair Employment and Housing to create a small employer family leave mediation pilot program for alleged violations of specified family care and medical leave provisions, applicable to employers with between 5 and 19 employees.

This bill would require the Department of Fair Employment and Housing to expand the program to include mediation for alleged violations of these provisions.

Existing law grants specified permanent employees of the state up to 3 days of bereavement leave, with up to 2 additional days of bereavement leave upon request if the death is out of state. Existing law specifies that these 2 additional days are to be without pay or are to be charged against existing sick leave credits.

This bill would recast those provisions to specify that the first 3 days of bereavement leave are to be paid leave, and to remove the condition that the death be out of state for the additional 2 days.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

**DIGEST KEY**

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

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**BILL TEXT**

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.**

Section 12945.7 is added to the Government Code, to read:

**12945.7.**

(a) As used in this section:

(1) (A) "Employee" means a person employed by the employer for at least 30 days prior to the commencement of the leave.

(B) "Employee" does not include a person who is covered by Section 19859.3.

(2) "Employer" means either of the following:

(A) A person who employs five or more persons to perform services for a wage or salary.

(B) The state and any political or civil subdivision of the state, including, but not limited to, cities and counties.

(3) "Family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Section 12945.2.

(b) It shall be an unlawful employment practice for an employer to refuse to grant a request by any employee to take up to five days of bereavement leave upon the death of a family member.

(c) The days of bereavement leave need not be consecutive.

(d) The bereavement leave shall be completed within three months of the date of death of the family member.

(e) (1) The bereavement leave shall be taken pursuant to any existing bereavement leave policy of the employer.

(2) If there is no existing bereavement leave policy, the bereavement leave may be unpaid, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

(3) If an existing leave policy provides for less than five days of paid bereavement leave, the employee shall be entitled to no less than a total of five days of bereavement leave, consisting of the number of

days of paid leave under the existing policy, and the remainder of days of leave may be unpaid, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

(4) If an existing leave policy provides for less than five days of unpaid bereavement leave, the employee shall be entitled to no less than five days of unpaid bereavement leave, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

(f) The employee, if requested by the employer, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. As used in this subdivision, "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

(g) It shall be an unlawful employment practice for an employer to refuse to hire, or to discharge, demote, fine, suspend, expel, or discriminate against, an individual because of either of the following:

(1) An individual's exercise of the right to bereavement leave provided by subdivision (b).

(2) An individual's giving information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under this section.

(h) It shall be an unlawful employment practice for an employer to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section.

(i) The employer shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the employer pursuant to subdivision (f) or subdivision (g) shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

(j) An employee's right to leave under this section shall be construed as separate and distinct from any right under Section 12945.2.

(k) The section does not apply to an employee who is covered by a valid collective bargaining agreement if the agreement expressly provides for bereavement leave equivalent to that required by this section and for the wages, hours of work, and working conditions of the employees, and if the agreement provides premium wage rates for all overtime hours worked, where applicable, and a regular hourly rate of pay for those employees of not less than 30 percent above the state minimum wage.

## **SEC. 2.**

Section 12945.21 of the Government Code is amended to read:

### **12945.21.**

(a) The department shall create a small employer family leave mediation pilot program for employers with between 5 and 19 employees. Under the pilot program, when an employee requests an immediate right to sue alleging a violation of Section 12945.2 or Section 12945.7 by an employer having between 5 and 19 employees, the department shall notify the employee in writing of the requirement for mediation prior to filing a civil action if mediation is requested by the employer or employee. The employee shall contact the department's dispute resolution division prior to filing a civil action.

(b) (1) Under the pilot program, the employee shall contact the department's dispute resolution division prior to filing a civil action in the manner specified by the department. The employee shall also indicate whether they are requesting mediation.

(2) Upon contacting the dispute resolution division regarding the intent to pursue a legal action for a violation of Section 12945.2 or Section 12945.7 by an employer having between 5 and 19 employees, the department shall notify all named respondents of the alleged violation and the requirement for mediation, if mediation is requested by the employee or employer, in writing.

(3) The department shall terminate its activity if neither the employee nor the employer requests mediation within 30 days of receipt by all named respondents of the notification specified in paragraph (2).

(4) If the department receives a request for mediation from the employee or employer within 30 days of receipt by all named respondents of the notification specified in paragraph (2), the department shall initiate the mediation within 60 days of the department's receipt of the request or the receipt of the notification by all named respondents, whichever is later.

(5) Once the mediation has been initiated, no later than seven days before the mediation date, the mediator shall notify the employee of their right to request information pursuant to Sections 226 and 1198.5 of the Labor Code. The mediator shall also help facilitate any other reasonable requests for information that may be necessary for either party to present their claim in mediation.

(c) (1) The employee shall not pursue any civil action under Section 12945.2 or Section 12945.7 unless the mediation is not initiated by the department within the time period specified in subdivision (b) or until the mediation is complete or the mediation is deemed unsuccessful.

(2) The statute of limitations applicable to the employee's claim, including for all related claims under Section 12945.2 or Section 12945.7 and not under Section 12945.2 or Section 12945.7, shall be tolled from the date the employee contacts the department's dispute resolution division regarding the intent to pursue a legal action until the mediation is complete or the mediation is deemed unsuccessful.

(d) (1) For purposes of this section, the following shall apply:

(2) A mediation is deemed complete when any of the following occur:

(A) Neither the employee nor the employer requests the mediation within 30 days of receipt by all named respondents of the notification or both parties agree not to participate in the mediation.

(B) The employer fails to respond to the notification or mediation request within 30 days of receipt.

(C) The department fails to initiate the mediation within 60 days of the department's receipt of the request for mediation or the receipt by all named respondents of the notification, whichever is later.

(D) The department notifies the parties that it has determined that further mediation would be fruitless, both parties agree that further mediation would be fruitless, one of the parties failed to submit information requested by the other party and deemed by the mediator to be reasonably necessary or fair for the other party to obtain, or the mediator determines that the core facts of the employee's complaint are unrelated to Section 12945.2 or Section 12945.7.

(3) A mediation is unsuccessful if the claim is not resolved within 30 days of the department's initiation of mediation, unless the department notifies the parties that it has determined more time is needed to make the mediation successful.



(e) A respondent or defendant in a civil action that did not receive a notification pursuant to subdivision (b) as a result of the employee's failure to contact the department's alternative dispute resolution division prior to filing a civil action, and who had between 5 and 19 employees at the time that the alleged violation occurred, shall, upon a timely request, be entitled to a stay of any pending civil action or arbitration until mediation is complete or is deemed unsuccessful.

(f) If a request for an immediate right to sue includes other alleged violations under this part, this section shall only apply to the claim alleging a violation of Section 12945.2 or Section 12945.7. Notwithstanding this subdivision, nothing in this section prohibits the parties from voluntarily choosing to mediate all alleged violations.

(g) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

**SEC. 3.**

Section 19859.3 of the Government Code is amended to read:

**19859.3.**

(a) Any permanent employee who is either excluded from the definition of state employee in subdivision (c) of Section 3513, or is a nonelected officer or employee of the executive branch of government who is not a member of the civil service, shall be granted bereavement leave with pay for the death of a person related by blood, adoption, or marriage, or any person residing in the immediate household of the employee at the time of death. The employee shall give advance notice to the employee's immediate supervisor and shall provide substantiation to support the request.

(b) For any one occurrence, the bereavement leave shall not exceed three days with pay. However, a request for two additional days of bereavement leave shall be granted, at the option of the employee, as either without pay or as a charge against any accrued sick leave credit.

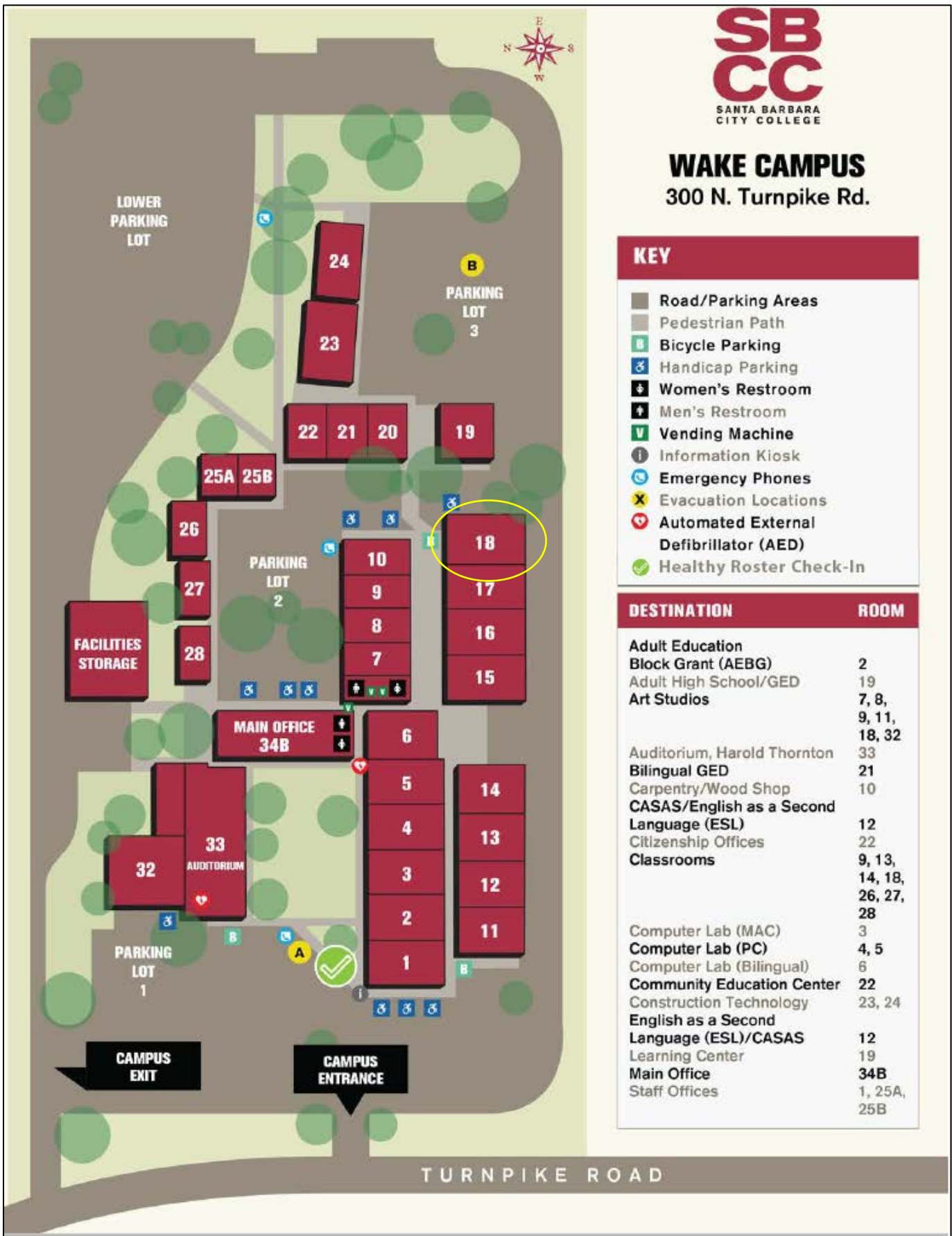
(c) If additional bereavement leave is necessary, the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the appointing power.

**SEC. 4.**

The Legislature finds and declares that Section 1 of this act, which adds Section 12945.7 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The confidentiality provisions set forth in Section 1 further the need to protect the privacy rights of employees regarding the passing of a family member, and to protect the enforcement process related to violations of the bereavement provisions. These limitations are needed in order to strike the proper balance between the privacy interests of the employee and the employee's family, and the public's right to access.

Proposed Board meeting location is Wake Center Room 18.







**SANTA BARBARA COMMUNITY COLLEGE DISTRICT  
FACILITY USE AGREEMENT**

This Facility Use Agreement (hereinafter “Agreement”), made and entered into this **13** day of **December, 2022** and between Santa Barbara Community College District (hereinafter “District”) and **Mosquito & Vector Management District of Santa Barbara County** (hereinafter “Occupant”).

Witnesseth

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. PREMISES: Subject to the terms and conditions of the Agreement, District hereby grants to Occupant the right to use and occupy the following designated spaces at Santa Barbara City College only, as further set forth in Exhibit A.

Space	Dates		Rate	Charge
<b>Wake 18</b>	<b>2<sup>nd</sup> Thursday of the month starting February 9, 2023</b>	<b>2 p.m. – 4:30 p.m.</b>	<b>\$--</b>	<b>\$--</b>

Occupant accepts the premises in its present state. Occupant acknowledges District does not represent or warrant the condition of the premises, and Occupant has inspected the premises before entering into this Agreement. Further, Occupant acknowledges District cannot represent or warrant the fitness of the premises for the purpose Occupant may use said premises pursuant to this Agreement.

2. USE OF PREMISES: Occupant shall use the premises solely for the purposes of a **monthly board meetings** (the “Event”). District shall provide any equipment and/or services set forth within Exhibit A.
3. TERM OF THE AGREEMENT: The Term of the Agreement shall begin on **February 9, 2023**, at **2 p.m.**, and shall terminate on **May 11, 2023**, at **4:30 p.m.** Either party may cancel this Agreement for any reason, provided the non-cancelling party receives written notice of the cancelling party’s cancellation not less than **30** days prior to the day the Term of the Agreement begins. Notwithstanding the foregoing, District may immediately cancel this Agreement for cause without any liability to Occupant and without any right in the Occupant to cure or correct a breach by Occupant of any of the following covenants of the Agreement:
  - a. Failure to pay the balance of the rent due within the time required by Section 4 of this Agreement;
  - b. Failure to provide a floor plan diagram within the time required by Section 6 of this Agreement; or
  - c. Failure to provide a certificate of insurance in such amounts of coverage and in a form acceptable to the District with the time required by Section 10 of this Agreement.

4. FEES. All sums of money which become payable to District under the terms hereof are payable at Santa Barbara City College, 721 Cliff Drive, Santa Barbara, CA 93109-2394. Occupant shall pay the following fees, without further notice or demand:
  - a. Rental Fee. Occupant shall pay the sum of **N/A (\$--)** as the rental fee for the use of the premises.
  - b. Confirmation Deposit. Upon execution of this Agreement, Occupant shall pay District the sum of **N/A (\$--)** as a non-refundable deposit upon the rental fee. This deposit shall be credited toward the rental fee and is non-refundable upon cancellation of the event by the Occupant for any reason, or by the District for cause. The balance of the rental fee, **N/A (\$--)**, is due on the first day of the Term of this Agreement.
  - c. Damage/Cleaning Deposit. Occupant shall pay, no later than 10 days prior to the day the Term of this Agreement begins, the sum of **N/A (\$--)** as a damage/cleaning deposit. The District may deduct the cost of any such damage and/or cleaning from the deposit. The remainder of the deposit shall be returned to Occupant. Occupant shall be liable for the costs of any damage and/or cleaning that exceeds the amount of the damage/cleaning deposit.
  - d. Equipment/Services. Occupant shall pay for the use of equipment and services in accordance with Exhibit A.
  - e. Hold-over. Occupant shall pay **N/A (\$--)** for every hour or any portion thereof that Occupant occupies the premises past the term of the Agreement
5. RIGHTS OF DISTRICT: District reserves the right to control and enforce all rules, regulations and policies for the management and operation of the premises, now or hereafter in effect.
6. OBLIGATION OF THE OCCUPANT:
  - a. Set-Up and Removal. Occupant shall set up and remove all of its property within the Term of this Agreement. District has the authority to remove and dispose of Occupant's property not removed from the Premises at the termination of this Agreement, and Occupant agrees to pay any costs or expenses incurred by District in connection with such removal and disposal.
  - b. Decorations. Occupant may use decorations for the event. Decorations must be of flameproof and/or fire resistant material in compliance with fire safety codes. Occupant shall be solely responsible for the clean up and removal of decorations. Notwithstanding the foregoing, Occupant shall not use glitter or confetti in any form. Stick-on decals or similar adhesive-backed promotional items may not be distributed or used on the premises.
  - c. Floor Plan Diagram. Occupant shall provide District with a floor plan diagram of the event at least 30 days prior to the day the Term of the Agreement begins, including any special platforms, staging or other structures. Occupant shall be solely responsible for installation, removal and expenses related to any such platforms, staging or other structures.
  - d. Field Protection. Occupant shall completely cover and protect the field and track if chairs are placed thereon and shall provide suitable protection against damage.
  - e. Fixtures. Occupant shall not move or relocate District property, including but not limited to furniture, equipment, artwork or decorative plants, without prior written approval of the District.
  - f. Passageways. Occupant shall not obstruct any portion of the sidewalks, ramps, entry ways, corridors, vestibules, lobbies, elevators, doorways, stairways,

- driveways, fire hose cabinets, access to or the admittance of electrical, emergency or natural lighting, or access to utilities at the Premises.
- g. Hazardous Materials. Occupant shall not allow any flammable liquids, fuels, oils, engines, motors, machinery or smoking materials to be brought onto the Premises without the prior written consent of the District.
  - h. Portable Restrooms. Occupant shall be responsible for scheduling and renting portable restrooms.
  - i. Police Services. Occupant shall be responsible for the expense of all Santa Barbara Police Department or other local law enforcement services required by those agencies.
  - j. Venue Security. Occupant shall be solely responsible for security of the Premises during the Term of this Agreement.
7. **CAPACITY**. Occupancy of the **30**; however, Occupant shall not exceed the capacity of the facility as established by the fire department.
  8. **FOOD, BEVERAGE AND CATERING**. The District retains the right to provide food and beverage concessions. Occupant may hire outside caterers to provide additional food and beverage services for the event as agreed upon by the District in writing. Any outside concessionaire or caterer hired by Occupant must comply with all local and state health and safety regulations. Food and beverages except for water are not allowed on the running track or artificial turf surfaces.
  9. **INFORMATION TECHNOLOGY**. No IT professional services, equipment, or support included unless explicitly outlined in Exhibit A.
  10. **MISCELLANEOUS SERVICES**. Except as otherwise provided in this Agreement, Occupant may contract separately for services including but not limited to, outside food or beverage service, deliveries, loading, advertising, security, decorating, audio/visual equipment rental, floral arrangement, photography, and event planners.
  11. **INSURANCE**. Occupant, at Occupant's own expense, shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to District with limits of coverage not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall name District as an additional insured, and District shall be notified no less than thirty (30) days in advance of any cancellation of said policy of insurance for any reason. Occupant acknowledges a certificate of policy which states the failure to give notice of cancellation imposes no obligation on the part of the insurer is unacceptable to the District. Occupant shall furnish District with a copy of a Certificate of Insurance or other evidence of Occupant's compliance with the provisions of this Section at least 30 days prior to the day the Term of the Agreement begins.
  12. **SMOKING AND ALCOHOLIC BEVERAGE RESTRICTIONS**. Smoking is prohibited in all areas of the Premises. Possession or consumption of alcoholic beverages is prohibited on College property except as specifically permitted by the District in writing.
  13. **LICENSING AND TAXES**. Occupant is solely responsible for compliance with all state and local laws relative to obtaining proper business registration and license requirements,

and for the payment of such state and local taxes, license fees and other obligations of whatever nature imposed by a governmental agency which are related to Occupant's use of the Premises.

14. **SIGNS.** Occupant shall not place, nor have placed, any sign on or about the Premises without the prior written consent of the District. Upon expiration of the Term of this Agreement, Occupant shall remove any and all of such signs and shall repair any damage to the Premises and adjacent grounds caused thereby at Occupant's expense.
15. **INDEMNIFICATION.** Occupant shall indemnify, defend and hold District harmless from all losses, damages, costs (including payment of all attorney's fees), claims or judgments of any kind whatsoever to the greatest extent allowed by law on account of any suit, judgment, execution, claim, action or demand arising from Occupant's use of the Premises under this Agreement, including but not limited to all such suits, judgments, executions, claims, actions or demands asserted by Occupant's employees, agents, representatives, volunteers, guests and invitees.
16. **NOTICE.** All notices required to be given under this Agreement shall be in writing and shall be served by personal delivery or by mail, postage prepaid, addressed to the applicable party at the address indicated below, or at such other address as may be designated by either party in writing to the other party:

To District:                    **Community Services**  
**Santa Barbara City College**  
**721 Cliff Drive**  
**Santa Barbara, CA 93109**

To Occupant:                    **Mosquito & Vector Management District of**  
**Santa Barbara County**  
**2450 Lillie Avenue**  
**Summerland, CA 93067**

17. **SEVERABILITY.** The parties acknowledge the provisions of this Agreement are severable, and if any one or more of the provisions contained within this Agreement, or the application thereof, shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and the application thereof shall not be affected or impaired thereby.
18. **APPLICABLE LAW.** Occupant shall abide by all applicable federal and California State laws and regulations, and all Santa Barbara County and Santa Barbara City Ordinances. The proper venue for any dispute arising from the terms of this Agreement shall be Santa Barbara County.
19. **ASSIGNMENT.** Occupant shall not transfer, assign, or sublet, in whole or in part, any of its right and obligations under this Agreement without prior written consent of District.
20. **NO WAIVER.** No waiver of a breach of any of the covenants contained in this Agreement shall be construed as a waiver of any subsequent breach of the same, or any other, covenant.



21. AMENDMENT. This Agreement shall not be altered, changed or amended except by an amendment in writing executed by the parties hereto.
22. BINDING EFFECT. The parties acknowledge this Agreement is a valid, enforceable contract, and shall be binding upon the parties hereto and their respective successors.
23. FORCE MAJEURE. District shall have no liability to Occupant, and Occupant shall have no claim or action against the District therefore, because of District's failure to perform any of its obligations in the Agreement if said failure is due to reasons beyond District's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, terrorism, civil insurrection, accidents, acts of God or governmental authorities in connection with a national, state or local emergency. In such event, Occupant's sole remedy shall be limited to cancellation of this Agreement and return of the rental fee, confirmation deposit, and damage/cleaning deposit actually paid.
24. NON-DISCRIMINATION; AMERICANS WITH DISABILITIES. Occupant shall not unlawfully discriminate in the admission of any person to the Event, upon the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, or citizenship status. Occupant shall be responsible for non-permanent accessibility requirements under the Americans With Disabilities Act and regulations thereunder, including, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, meeting room seating arrangements and exhibition accessibility.
25. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between District and Occupant, represents the parties' entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are superseded by this Agreement.

In Witness Whereof, the parties have executed this Facility Use Agreement as of the date first written above.

DISTRICT:

**Santa Barbara Community College District**

By: \_\_\_\_\_

OCCUPANT:

**Mosquito & Vector Management District of Santa Barbara County**

By: \_\_\_\_\_

**Exhibit A**

Campus areas and rooms leased as the Premises under the Agreement:

- 1. Restrooms
- 2. Parking

Other services included in this Agreement:

- 1. IT Support

Santa Barbara Community College District

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**To:** Mosquito and Vector Management District of Santa Barbara County  
**From:** PRISM / AUS Underwriting  
**Date:** December 7, 2022  
**Re:** **Mosquito and Vector Management District of Santa Barbara County:  
 Small Group Program Application Approval**

We are happy to approve the application of Mosquito and Vector Management District of Santa Barbara County for acceptance to participate in the PRISM Small Group program.

As part of this acceptance, you will find two attachments to this letter:

1. Program Underwriting & Eligibility Rules
2. Program Participation Agreement

The Underwriting and Eligibility Rules are designed to serve as a guide for program rules and expectations. These rules outline expectations of member conduct within the program and have been established to protect both the pool and the member from actions that may increase the cost and/or risk in the program.

The Program Participation Agreement details the final terms of acceptance and any special exceptions or terms that have been made as part of this approval. Please read these terms carefully and contact your representative at SDRMA if you have any questions or require clarification(s).

Mosquito and Vector Management District of Santa Barbara County's completion and execution of the Program Participation Agreement will constitute full acceptance of the organization as a member of the PRISM Small Group program and deem it eligible to participate in the insurance coverage plan(s) applied for and approved in this agreement. **Please return the signed Program Participation Agreement to SDRMA.**

We thank you for your interest in the PRISM Small Group program and look forward to your participation in the program.

Sincerely,

Julio Salazar

FOR INTERNAL USE ONLY			
Application is:	<input checked="" type="checkbox"/> Accepted	<input type="checkbox"/> Rejected	Case No. _____
Effective:	_____ 2/1/2023 _____	Underwriter:	_____ Julio Salazar _____
Date:	_____ 12/7/2022 _____	By:	_____ <i>Julio Salazar</i> _____ (Signature)

## SMALL GROUP PROGRAM UNDERWRITING & ELIGIBILITY GUIDELINES

(Subject to attached Custom Contingencies and Caveats section)

### Health Program Eligibility Guidelines

<b>Active Full-Time Employees</b>	Full-time salaried or hourly employees who are actively at work at least 30 hours per week.
<b>Active Part-Time Employees</b>	Part-time employees who are actively at work at least 20 hours per week.
<b>Dependent Eligibility</b>	Eligible dependents are covered to age 26 and will terminate coverage first of the month following 26th Birthday. Disabled dependents are covered regardless of age but must be approved by the plan administrator (claim fiduciary medical management) prior to annual enrollment.
<b>COBRA Participants</b>	Eligible to elect coverage through COBRA.
<b>Board members, Trustees, Council Members, or Other Elected officials</b>	Directors, board members, and other elected/appointed officials can only elect plan if they are eligible on the current plan and are subject to the same requirements as Active employees. Exceptions can be made at the recommendation of AUS and with the approval of the PRISMHealth Committee.
<b>Retirees</b>	To qualify for Medicare plans and rates, retiree must be enrolled in Medicare Parts A&B at their own cost.
	Retired employees who are currently eligible and participating on the plan will be eligible to continue coverage under the program, if the coverage permits. Retirees who declined coverage may not enroll in any coverage at a subsequent enrollment date. Exceptions can be made at the recommendation of AUS.
	Medicare Eligible retirees must enroll in Medicare parts A&B

### Health Program Underwriting Guidelines (Continued on next page)

<b>Group Size Requirements</b>	
<b>Minimum/Maximum including Full-Time Eligible Employees, Part-Time Eligible Employees, Non-Medicare Retirees, Medicare Retirees, Board Members, Trustees, Council Members, or Other Elected Officials</b>	Minimum: 2 Maximum: 200
<b>Participation Guidelines</b>	
<b>Active Employees, Non-Medicare Retirees, Medicare Retirees, Board Members, Trustees, Council Members, or Other Elected Officials</b>	<ul style="list-style-type: none"> <li>• Minimum participation of 75% of all eligible population.</li> <li>• Non-Medicare Retirees will be thoroughly reviewed by AUS if they exceed 20% of the total covered population</li> <li>• Exceptions can be made at the recommendation of AUS and with the approval of the PRISMHealth Committee</li> </ul>
<b>Employer Contributions</b>	
Contributions should be structured to allocate cost for tiers with dependent coverage. Cash-Back or "Cash-in-lieu-of" employer contributions are not preferred unless a specific exception has been made by underwriting.	
<b>Gap Funding:</b> Gap funding is an account established to run alongside a health plan that supplements out-of-pocket medical expenses incurred through the plan and that would normally be paid by the covered individual. PRISM offers High Deductible Health Plan (HDHP) options that are underwritten to include the	

<p>use of Health Savings Accounts (HSAs) for gap funding purposes. The program offered HDHPs are not eligible to run alongside Health Reimbursement Arrangements (HRAs) or any other type of external gap funding plan or mechanism. All other medical plans offered within the PRISMHealth portfolio (HMO, Silver PPO, Gold PPO, EPO, etc.) are not considered eligible for gap funding of any type.</p>	
<p>Active Employees, Part-Time Eligible Employees, Board Members, Trustees, Council Members, or Other Elected Officials</p>	<p>Employer pays Minimum 75% of the single-only cost, 50% suggested contribution for dependents.</p>
<p>Retirees</p>	<p>No minimum employer contribution.</p>
<p><b>Waiting Period</b></p>	
<p>Date of hire is not allowed unless hire date is on the first of the month. All plan changes resulting from Qualifying Events will be effective on the 1st of the month following the event. Births and deaths are exceptions where coverage will be added/dropped on the event date rather than the first of the month following. If dependents are covered when a retiree or employee passes away, dependent coverage will continue to the end of the month.</p>	
<p><b>Waivers</b></p>	
<p>Coverage can only be waived with proof of group coverage through spouse, other group coverage, Medicare/Medi-Cal/Medicaid or COBRA. Waivers will be reviewed by AUS if they exceed 25% of the total covered population. Exceptions can be made at the recommendation of underwriting and with the approval of the PRISMHealth Committee or PRISM staff. Non-Program participants are excluded from this waiver definition (i.e. union carve-out, PORAC).</p>	
<p><b>Lock-out period</b></p>	
<p>Small group members will comply with the withdrawal and termination rules of the JPA in which they contract for coverage.</p>	
<p><b>Plan Selections and Combinations Guidelines</b></p>	
<p><b>Plan Selections</b></p>	<p><b>Subject to underwriting review and approval:</b></p> <ul style="list-style-type: none"> <li>• 2-100 enrolled lives: 2 non-Kaiser plans + 1 Kaiser plan</li> <li>• 101-200 enrolled lives: 3 non-Kaiser plans + 1 Kaiser plan</li> </ul>
<p><b>Plan Combinations</b></p>	<ul style="list-style-type: none"> <li>• Only 1 non-Kaiser HMO or HDHP plan may be offered to an employee group</li> <li>• Groups requesting more than 1 non-Kaiser HMO or more than 1 HDHP require approval from PRISM/AUS underwriting</li> <li>• Future plan changes are subject to review and approval by PRISM/AUS underwriting</li> </ul>
<p><b>Other Programs</b></p>	<ul style="list-style-type: none"> <li>• The PRISMHealth Program should be offered as a full takeover program in most situations.</li> <li>• The PRISMHealth Program will consider a carve-out option alongside CalPERS exclusively (not dual choice). The current plans and enrollment will be reviewed and approved via the Underwriting process and disclosed to the PRISMHealth Committee.</li> <li>• Other program carve-outs will not be allowed.</li> </ul>

## Dental, Vision, Life, Disability and EAP Program Eligibility Guidelines

The following underwriting guidelines assume the employer will only be offering the PRISM Small Group coverage plans to an employee group.

<b>Active Full-Time Employees</b>	Full-time salaried or hourly employees who are actively at work at least 30 hours per week.
<b>Active Part-Time Employees</b>	Part-time employees who are actively at work at least 20 hours per week.
<b>Dependent Eligibility</b>	<ul style="list-style-type: none"> <li>Eligible dependents are covered to age 26 and will terminate coverage first of the month following 26th Birthday. Disabled dependents are covered regardless of age but must be approved by the plan administrator (claim fiduciary medical management) prior to annual enrollment.</li> </ul>
<b>COBRA Participants</b>	<ul style="list-style-type: none"> <li><b>Dental &amp; Vision:</b> Eligible to elect coverage through COBRA</li> <li><b>Life/AD&amp;D, Disability, EAP:</b> Not eligible to elect coverage through COBRA</li> </ul>
<b>Board members, Trustees, Council Members, or Other Elected officials</b>	<ul style="list-style-type: none"> <li><b>Dental, Vision, Life/AD&amp;D, EAP:</b> Directors, board members, and other elected/appointed officials can only elect plan if they are eligible on the current plan and are subject to the same requirements as Active employees.</li> <li><b>Supplemental Life and Disability:</b> Not eligible</li> </ul>
<b>Retirees</b>	<ul style="list-style-type: none"> <li><b>Dental and Vision:</b> Eligible</li> <li><b>Life/AD&amp;D, Disability, and EAP:</b> Not eligible</li> </ul>

## Dental, Vision, Life, Disability and EAP Program Underwriting Guidelines

<b>Group Size Requirements</b>	
Minimum/Maximum include Full-time Eligible Employees, Part-Time Eligible Employees, Non-Medicare Retirees, and Medicare Retirees, Board Members, Trustees, Council Members, or Other Elected officials	Minimum: 2 Maximum: Up to 50*
<b>Participation Guidelines</b>	
Active Employees, Retirees and Board Members, Trustees, Council Members, or Other Elected officials	<ul style="list-style-type: none"> <li><b>Dental and Vision:</b> 75% of all eligible</li> <li><b>Life/AD&amp;D, Disability, and EAP:</b> 75% of all eligible (Retirees not eligible)</li> </ul>
<b>Employer Contributions</b>	
Contributions should be structured to allocate cost for tiers with dependent coverage. Cash-Back or "Cash-in-lieu-of" employer contributions are not permitted unless a specific exception* has been made by underwriting.	
Active Employees, Board members, Trustees, Council Members, or Other Elected officials	Employer pays 75% of the single-only cost, except for Supplemental Life. 50% suggested contribution for dependents.
Retirees	No minimum employer contribution (for eligible lines of coverage).
<b>Lock-out period</b>	

Small group members will comply with the withdrawal and termination rules of the JPA in which they contract for coverage.

**Plan Selection Guidelines**

Plan Selection

- Dental: Employers can select 1 Dental PPO plan + 1 Dental DHMO
- Vision/EAP: Employers can select one plan to offer their employees and dependents
- Basic Life and AD&D: Employer can select a plan for each class of employee (Designated by level of benefit)

\* At the discretion of Underwriting. See Special Acceptance Terms section of Program Participation Agreement for further detail.

## PROGRAM PARTICIPATION AGREEMENT

The coverage and premiums offered under this agreement are based on the information provided. The submission of any false information may result in the denial of coverage. The provision of known false or misleading information shall render this agreement null and void, and any insurance coverage offered hereunder shall be withdrawn retroactively to the effective date of the policy.

Mosquito and Vector Management District of Santa Barbara County is approved for the following products:

Health	<input type="checkbox"/>	Dental	<input type="checkbox"/>	Vision	<input type="checkbox"/>	Life	<input checked="" type="checkbox"/>	Disability	<input type="checkbox"/>	EAP	<input type="checkbox"/>
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Future underwriting approval is required for coverage not requested / approved above.

### Special Acceptance Terms

- Rate proposal assumes full takeover of existing benefit plans and carriers.

### Standard Acceptance Terms

- The Underwriting & Eligibility Rules are part of the terms of this agreement and apply unless stated otherwise in the Special Acceptance Terms.
- Proposed rates are guaranteed ONLY for the current population of **Mosquito and Vector Management District of Santa Barbara County**, including all currently covered active employees, retirees and public officials (where approved).
- This proposal includes applicable Affordable Care Act Government Fees (Health plans only).
- Rate proposal assumes current enrollment as provided in census file submitted in Interest Packet. PRISM reserves the right to potentially non-renew if the following changes occur and no corrective action is taken by the member organization:
  - If total program enrollment changes by more than 10%.
  - If the distribution of Actives versus non-Medicare Retirees changes by more than 10%.
  - If the tiered enrollment distribution changes by more than 10%.
  - If employer's contribution towards the employee only cost falls below 75%. This proposal assumes current employer contribution is at least 75% of employee-only cost unless a specific exception has been provided by underwriting. Contribution requirement does not apply to Supplemental Life.

**GENERAL AGREEMENT AND SIGNATURE**

Effective date requested: \_\_\_\_\_ (Actual date will be assigned by PRISM if application is accepted). Application is hereby made to PRISM or the appropriate affiliated company for Employee Benefits coverage identified above. If this application is accepted, this Program Participation Agreement will become part of the agreement to join the program.

Upon Acceptance of the application, **Mosquito and Vector Management District of Santa Barbara County** will inform all persons who are eligible for coverage that they may apply for PRISM coverage under the Agreement/Policy. By signing below **Mosquito and Vector Management District of Santa Barbara County** acknowledges receipt of and adherence to PRISM's underwriting and eligibility guidelines and the terms of the Program Participation Agreement.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_



## General Manager's Report for December 2022

1. The District's website had 5,940 web page views, avg. 192 per day (5,976 web page views, avg. 199 per day in November).
2. Vector Control Tech R. Sharp viewed a U.S. National Park Service online program on Fleas in Park Landscapes. 12/1.
3. Lead Vector Control Tech V. Ibarra and D. Cram viewed a webinar on "Community Engagement" presented by Clearinghouse. 12/1.
4. V. Ibarra viewed a webinar, "Kitchens, Food Prep Areas and Unwanted Guest" presented by FMC. 12/2.
5. Staff members V. Ibarra, D. Cram and K. Schultz viewed a U.S. Environmental Protection Agency online program on Integrated Pest Management (IPM) in Restaurants. 12/6.
6. 2023 pesticide use permits were issued to the District by the Santa Barbara County Agricultural Commissioner's Office. 12/9.
7. 2023 Cooperative Agreement was signed by the District and the CA Dept. of Public Health for pesticide use and pest and vector prevention practices compliance. This is an annual standard agreement made between all local agencies applying pesticides for public health purposes in California. 12/16.
8. Staff worked on landscape and yard maintenance.
9. Staff Holiday barbecue was held on 12/16.
10. V. Ibarra viewed a webinar on "IPM for German Cockroach Control" by Ecovenger. 12/20.

### Upcoming:

1. Office closed in observance of Martin Luther King Jr. Day. 1/16.
2. MVCAC Annual Meeting in Anaheim, 1/29 – 2/1.