

# GLACVCD BOARD OF TRUSTEES MEETING AGENDA & EXHIBITS



Thursday, December 8<sup>th</sup>, 2022

7:00 p.m. Board Meeting  
Santa Fe Springs District Headquarters  
12545 Florence Avenue, Santa Fe Springs, CA 90670

***Trustee Emily Holman, President***  
***Trustee Scott Kwong, Vice President***  
***Trustee Marilyn Sanabria, Secretary-Treasurer***

*General Manager, Susanne Klueh*  
*Director of Scientific-Technical Services, Steve Vetrone*  
*Director of Operations, Mark Daniel*  
*Director of Communications, Mary-Joy Coburn*  
*Director of Fiscal Operations, Carolyn Weeks*  
*Director of Human Resources, Allison Costa*  
*Board General Counsel, Quinn M. Barrow, Richards, Watson, Gershon*  
*Labor Legal Counsel, Oliver Yee, Liebert, Cassidy, Whitmore*

Copies of staff reports or other written documentation relating to agenda items are available online at <https://www.GLAmosquito.org/board-meetings> and are on file at the District's Headquarters at the Front Office for public inspection. If you have questions regarding an agenda item, please contact the Front Office Staff at (562) 944-9656 ex:504 during regular business hours.

*Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the front office at (562)944.9656 ext. 504. Notification 48 business hours prior to the meeting will enable the facility staff to make reasonable arrangements to assure accessibility to the meeting.*

# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 | Fax (562) 944-7976

Email: [info@GLAmosquito.org](mailto:info@GLAmosquito.org) | Website: [www.GLAmosquito.org](http://www.GLAmosquito.org)

## Board of Trustees

### PRESIDENT

Emily Holman, Long Beach

### VICE PRESIDENT

Scott Kwong, San Marino

### SECRETARY-TREASURER

Marilyn Sanabria, Huntington Park

#### ARTESIA

*Melissa Ramoso*

#### BELFLOWER

*Sonny R. Santa Ines*

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*Mark W. Bollman*

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*Ruth Low*

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*Vacant*

#### LA HABRA HEIGHTS

*Catherine Houwen*

#### LOS ANGELES CITY

*Steven Appleton*

#### MAYWOOD

*Jessica Torres*

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*Isabel Aguayo*

#### SAN FERNANDO

*Jesse H. Avila*

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*Dr. Jeff D. Wassem*

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*Avik Cordeiro*

#### PICO RIVERA

*Raul Elias*

#### SANTA FE SPRINGS

*Joe Angel Zamora*

#### SOUTH GATE

*Denise Diaz*

#### BELL GARDENS

*Pedro Aceituno*

#### CARSON

*Jim Dear*

#### CUDAHY

*Baru Sanchez*

#### GARDENA

*Paulette Francis*

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*Leonard Pieroni*

#### LAKESWOOD

*Steve Croft*

#### LYNWOOD

*Jorge Casanova*

#### NORWALK

*Ana Valencia*

#### SANTA CLARITA

*Heidi Heinrich*

#### SIGNAL HILL

*Robert D. Copeland*

#### VERNON

*Leticia Lopez*

### GENERAL MANAGER

Susanne Klueh

# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

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## A G E N D A

### THE REGULAR MEETING OF THE BOARD OF TRUSTEES

Thursday, December 8, 2022

District Office  
12545 Florence Avenue  
Santa Fe Springs, CA 90670

1. **CALL TO ORDER**

2. **QUORUM (ROLL) CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CORRESPONDENCE**

6. **INTRODUCTIONS**

(Introductions requested by staff or Trustees of persons attending the meeting are made at this time).

7. **PUBLIC COMMENT**

(This time is reserved for members of the public to address the Board relative to matters of business on and off the agenda. Comments will be limited to three minutes per person).

## **8. CONSENT AGENDA (8.1 – 8.3)**

*(VOTE REQUIRED)*

- 8.1 Consideration of **Minutes 2022-11** of regular Board Meeting held on November 10<sup>th</sup>, 2022. **(EXHIBIT A)**
- 8.2 Consideration of **Resolution 2022-18** Authorizing Payment of Attached Requisition November 1<sup>st</sup> through November 30<sup>th</sup>, 2022. **(EXHIBIT B)**
- 8.3 Consideration of a Negotiated Tax Exchange Resolution, related to the annexation of the territory known as L 043-2022. This resolution authorizes the Sanitation Districts of Los Angeles County and GLACVCD to collectively approve and accept the negotiated exchange of ad valorem property tax revenue resulting from the annexation of the subject territory identified in the resolution to provide revenue to County Lighting Maintenance District (CLMD) 1687. A copy of the letter from the Department of Public Works of Los Angeles County requesting this resolution is attached. **(EXHIBIT C)**

*Analysis: Similar to previous L.A. County tax sharing resolutions and seek to generate revenue to partially fund the services of L 043-2022 as noted above. Similar resolutions have previously been adopted by the Board; L 043-2022 relates to funding for the operation and maintenance of street lighting services provided within the annexed territory. Although the District gives up a negligible share of its ad valorem property taxes in these exchanges, in subsequent years, that amount would generally be regained, if not exceeded, due to an increase in property values associated with services provided by the Lighting Maintenance District.*

## **9. CONSIDERATION OF RESOLUTION 2022-19**

A Resolution of the Greater Los Angeles County Vector Control District Board of Trustees Opposing Initiative 21-0042A1  
**(EXHIBIT D) (VOTE REQUIRED)**

*Background: The “Taxpayer Protection and Government Accountability Act,” a statewide initiative measure to amend the California Constitution sponsored by the [California Business Roundtable](#) (“CBRT”), is the most consequential proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs. Proponents of Initiative #21-0042A1 submitted 1,429,529 signatures by the August 2 deadline to qualify the constitutional amendment for voter consideration. Should county elections officials confirm the validity of at least 997,139 signatures, the initiative will be placed on the November 2024 statewide ballot.*

CSDA has joined a coalition of local government leaders in adopting an “Oppose” position on Initiative 21-0042A1 and encourages all special districts, partners, and community leaders to join the coalition by passing a board resolution. Once approved consider issuing a press release to local media.

Summary: Ballot Initiative [21-0042A1](#) would result in the loss of billions of dollars annually in critical state and local funding, restricting the ability of local agencies and the State of California to fund services and infrastructure by:

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amending the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative’s proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.

The initiative includes provisions that would retroactively void all state and local taxes or fees adopted after January 1, 2022, if they did not align with the provisions of this initiative. This may also affect indexed fees that adjust over time for inflation or other factors. Effectively, it would allow voters throughout California to invalidate the prior actions of local voters, undermining local control and voter-approved decisions about investments needed in their communities.

**10. CONSIDERATION OF 2 TRUSTEES TO ATTEND THE 91ST ANNUAL MOSQUITO AND VECTOR CONTROL ASSOCIATION OF CALIFORNIA (MVCAC) CONFERENCE IN ANAHEIM, CA, JANUARY 29 – FEBRUARY 1, 2023**

*(EXHIBIT E)*

**11. CONSIDERATION OF 2 TRUSTEES TO ATTEND THE 89TH ANNUAL AMERICAN MOSQUITO CONTROL ASSOCIATION CONFERENCE IN RENO, NV, FEBRUARY 27- - MARCH 3, 2023**

*(EXHIBIT F)*

**12. COMMITTEE REPORT**

**12.1 Personnel Committee**

Robert Copeland, Chair

12.1.a Consider and discuss annual review of employee benefits

**12.1.a.1 RESOLUTION 2022-20: Amending Tiers I – IV  
*(EXHIBIT G) (VOTE REQUIRED)***

*Summary: Consideration of simplifying Tier I – IV benefits matrices by removing carrier information and outdated plan details. Further consideration of reinstating inadvertently excluded dental and vision coverage for Tier I retirees’ eligible dependents. Fiscal Impact: \$2,047 annual expense (\$6,139 total).*

**12.1.a.2 RESOLUTION 2022-21: Section 125 Plan  
(EXHIBIT H) (VOTE REQUIRED)**

*Summary: Consideration of decreasing the minimum number of service hours per week required for employees to become eligible under the Section 125 Plan from 30 hours to 25 hours. Further consideration of increasing Cafeteria Allotment for Tier IV employees to \$900 per month (employee only), \$1,775 per month (employee plus one), and \$2,275 per month (employee plus family). Fiscal Impact: \$47,400 annual expense.*

**12.1.a.3 RESOLUTION 2022-22: TIER V BENEFITS  
(EXHIBIT I) (VOTE REQUIRED)**

*Summary: Consideration of creating Tier V for employees classified as “Seasonal Employees”. Fiscal Impact: \$151,200 annual expense.*

**12.2 Nominating Committee**

Heidi Heinrich, Chair

12.2.a Consider and discuss preliminary nominations for the 2023 Board Secretary/Treasurer

**13. STAFF PROGRAM REPORTS: NOVEMBER 2022**

- |  |                                     |
|--|-------------------------------------|
| 13.1 Manager’s Report                      | S. Kluh, General Manager            |
| 13.2 Scientific-Technical (Staff Report A) | S. Vetrone, Sci.-Tech Services Dir. |
| 13.3 Operations (Staff Report B)           | M. Daniel, Operations Dir.          |
| 13.4 Communications (Staff Report C)       | M.J. Coburn, Communications Dir.    |
| 13.5 Fiscal (Staff Report D)               | C. Weeks, Finance Director          |
| 13.6 Human Resources (Staff Report E)      | A. Costa, Human Resources Dir.      |
| 13.7 General Counsel Report                | Q. Barrow, General Counsel          |

**14. OTHER**

The Board may consider items not on the agenda provided that the Board complies with the Government Code (Brown Act) §54954.2(b).

**15. ADJOURNMENT**

The next Board of Trustees meeting will be scheduled on Thursday, January 12, 2023, at 7:00 PM at the District’s headquarters at 12545 Florence Avenue, Santa Fe Springs.

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT  
MINUTES NO. 2022 – 11**

The regular meeting of the Board of Trustees of the Greater Los Angeles County Vector Control District held at 7:00 p.m. on Thursday, November 10, 2022, at the District office at 12545 Florence Avenue, Santa Fe Springs, California.

**TRUSTEES PRESENT**

Ali Saleh, *City of Bell*  
Sonny Santa Ines, *City of Bellflower*  
Pedro Aceituno, *City of Bell Gardens*  
Dr. Jeff Wassem, *City of Burbank*  
Jim Dear, *City of Carson* \*7:10 pm  
Mark Bollman, *City of Cerritos*  
Leonard Mendoza, *City of Commerce*  
Baru Sanchez, *City of Cudahy*  
Ruth Low, *City of Diamond Bar*  
Robert Keifer, *City of Downey*  
Paulette Francis, *City of Gardena* \*7:08 pm  
Luis Roa, *City of Hawaiian Gardens*  
Leonard Peironi, *La Cañada Flintridge*  
Catherine Houwen, *City of La Habra Heights*  
Steve Croft, *City of Lakewood*  
John Lewis, *City of La Mirada*  
Emily Holman, President - *City of Long Beach*  
Steve Appleton, *City of Los Angeles*  
Steven Goldsworthy, *Los Angeles County*  
Avik Cordeiro, *City of Montebello*  
Ana Valencia, *City of Norwalk*  
Isabel Aguayo, *City of Paramount*  
Raul Elias, *City of Pico Rivera*  
Scott Kwong, Vice President - *City of San Marino*  
Heidi Heinrich, *City of Santa Clarita*  
Joe Angel Zamora, *City of Santa Fe Springs*  
Leticia Lopez, *City of Vernon*

**TRUSTEES ABSENT (EXCUSED)**

Melissa Ramoso, *City of Artesia*  
Marilyn Sanabria, Secretary/Treasurer –  
*City of Huntington Park*  
Jessica Torres, *City of Maywood*  
Jessica Martinez, *City of Whittier*

**TRUSTEES ABSENT**

Vacant, *City of Glendale*  
Jorge Casanova, *City of Lynwood*  
Jesse H. Avila, *City of San Fernando*  
Robert Copeland, *City of Signal Hill*  
Hector Delgado, *City of South El Monte*  
Denise Diaz, *City of South Gate*

**OTHERS PRESENT**

Susanne Kluh, *General Manager*  
Steve Vetrone, *Director of Scientific-Technical Services*  
Mark Daniel, *Director of Operations*  
Mary-Joy Coburn, *Director of Communications*  
Allison Costa, *Director of Human Resources*  
Cindy Reyes, *Acting Director of Human Resources*  
Anais Medina Diaz, *Public Information Officer*  
Quinn Barrow, *General Counsel*

*\* Denotes time of late arrival (vote tallies on agenda items reflect actual Trustees present at time of vote)*

**1. CALL TO ORDER**

Board President Holman called the meeting to order at 7:04 pm.

**2. QUORUM (ROLL) CALL**

Following roll call it was recorded that 25 Trustees were present and 12 were absent. Two Trustees joined the meeting after roll call, bringing the total to 27 Trustees present and 10 absent.

**3. INVOCATION**

Trustee Houwen (La Habra Heights) led the invocation.

**4. PLEDGE OF ALLEGIANCE**

Trustee Kwong (San Marino) led the pledge of allegiance.

**5. CORRESPONDENCE**

NONE

**6. INTRODUCTIONS**

(Introductions requested by staff or Trustees of persons attending the meeting are made at this time).

NONE

**7. PUBLIC COMMENT**

(This time is reserved for members of the public to address the Board relative to matters of business on and off the agenda. Comments will be limited to three minutes per person).

NONE

**8. CONSENT AGENDA (8.1 – 8.4)**

***(VOTE REQUIRED)***

8.1 Consideration of **Minutes 2022-10** of regular Board Meeting held on October 13<sup>th</sup>, 2022. ***(EXHIBIT A)***

8.2 Consideration of **Resolution 2022-17** Authorizing Payment of Attached Requisition October 1<sup>st</sup> through October 31<sup>st</sup>, 2022. ***(EXHIBIT B)***

8.3 Consideration of a Joint Tax Sharing Resolution, related to the annexation of SCV-1116, SCV-1117, SCV-1118, SCV-1119. This resolution authorizes the Sanitation Districts of Los Angeles County and GLACVCD to collectively approve and accept the negotiated exchange of ad valorem property tax revenue resulting from the annexation of the subject territory identified in the resolution to provide revenue to the Santa Clarita Valley Sanitation District. A copy of the letter from the Sanitation Districts of Los Angeles County requesting this resolution is attached. ***(EXHIBIT C)***

*Analysis: Similar to previous L.A. County tax sharing resolutions and seek to generate revenue to partially fund the services of SCV-1116, SCV-1117, SCV-1118, SCV-1119 as noted above. Similar resolutions have previously been adopted by the Board; SCV-1116, SCV-1117, SCV-1118, SCV-1119 relates to funding for the operation and maintenance of*

*off-site disposal of sewage. Although the District gives up a negligible share of its ad valorem property taxes in these exchanges, in subsequent years, that amount would generally be regained, if not exceeded, due to an increase in property values associated with services provided by the Sanitation Districts.*

8.4 Consideration of Master Agreement for Taxing Entity Compensation regarding the City of Cudahy. **(EXHIBIT D)**

*Summary: This Taxing Entity Compensation Agreement for the City of Cudahy, was presented to and approved by the Board in July of this year. The Los Angeles County Attorney recently made changes, which are incorporated to the attached revised Master Compensation Agreement; they are in need for this agreement to be **executed by 11/15/2022**, in order for the City of Cudahy to transfer property to developer for housing developments in the City.*

*No substantive language was changed on the agreement. The only change was to give notice to the taxing entities as per Sections of the updated agreement on 4.1.1 – 4.1.3.*

*Past Summary: The City has prepared a Master Agreement for Taxing Entity Compensation ("Compensation Agreement") that establishes the procedures required to be followed by the City for the sale of the sites for future development, and also establishes that the City will remit the Net Unrestricted Proceeds from the sale of the sites to the Los Angeles County Auditor-Controller for distribution to the taxing entities in accordance with each taxing entity's pro rata share of the Tax Base, as required by law.*

**Trustee Croft (Lakewood) made a motion to approve the Consent Agenda. The motion was seconded by Trustee Appleton (Los Angeles City) and approved with 23 votes in favor and two abstentions.**

**YES: Bell, Bell Gardens, Bellflower, Burbank, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Los Angeles City, Los Angeles County, La Canada Flintridge, La Habra Heights, La Mirada, Lakewood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, San Marino, Santa Clarita, Vernon**

**NO: NONE**

**ABSTAIN: Diamond Bar, Long Beach**

**ABSENT: Artesia, Carson, Gardena, Glendale, Huntington Park, Lynwood, Maywood, San Fernando, Signal Hill, South El Monte, South Gate, Whittier**

## **9. COMMITTEE REPORT**

### **9.1 Ad Hoc SIT Committee**

Steve Croft, Chair

9.1.a Consider and discuss Sterile Insect Technique (SIT) Program updates.

Trustee Croft disclosed that the Committee received an update from Director Vetrone on the status of the Sterile Insect Technique program. The District is making progress with the irradiation machine and egg rearing; however, due to multiple delays with equipment and process, the District does not have a set release date or window.

## 9.2 AD Hoc Facilities Expansion Committee

Steve Goldsworthy, Chair

9.2.a Consider and discuss preliminary research and strategy for District facility expansion in Santa Fe Springs and Sylmar.

Trustee Goldsworthy mentioned there weren't any major updates. More to come at a later date.

## **10. STAFF PROGRAM REPORTS: OCTOBER 2022**

### 10.1 Manager's Report

S. Klueh, General Manager

General Manager Klueh followed up her report with a clarification regarding a possible Proposition 218 measure. The intent is to analyze the District's assessment increases over the years and project when the District would need to potentially seek more funding through a Proposition 218 vote. Additionally, CSDA has alerted all Special Districts of an initiative that will be placed on the 2024 ballot that would create additional barriers for local and state government to special districts raise additional funds.

Furthermore, General Manager Klueh asked trustees with expiring terms to connect with their corresponding city and ensure the appointment to the vector control board is on their city's upcoming agenda.

General Manager Klueh mentioned that during the pandemic, the District's checks were signed by management to expedite the process but would like for the Board to return to having more oversight over the financial transactions and reappoint the Secretary-Treasurer with the responsibility of signing the checks twice a month as had been the practice in the past.

Lastly, General Manager Klueh highlighted Danyelle Frakes-Lewis who is the District's GIS/IT Specialist and her contributions to the agency's day-to-day activities and especially, that she identified an opportunity to maximize one of the District's contract services and save the District \$14,000 annually.

During the District's Employee Appreciation Day, employees were nominated by peers and managers and eight were awarded for their hard work and contributions. General Manager Klueh treated all the awardees to a lunch at Del Rae using personal funds.

### 10.2 Scientific-Technical (Staff Report A)

S. Vetrone, Sci.-Tech Services Dir.

Director Vetrone provided the Board with visual graphics that displayed West Nile activity and mosquito abundance populations for the current year compared to previous years. Additionally, he provided an update on the District's response to suspected travel associated cases of dengue.

### 10.3 Operations (Staff Report B)

M. Daniel, Operations Dir.

Director Daniel shared that the weather is having an impact on mosquito populations as their numbers are trending down. Operations will be using door-to-door response to dengue cases as opportunities to cross-train staff. Additionally, Director Daniel mentioned Danyelle

Frakes-Lewis is also assisting in developing an unmaintained swimming pool identification program in partnership with the Database Analyst.

10.4 Communications (Staff Report C) M.J. Coburn, Communications Dir.

Director Coburn shared the kudos board for the month of October. Additionally, she shared images of the District's Employee Appreciation Day that was held in October and encouraged Trustees to attend future celebratory events if they are available. Lastly, Director Coburn thanked the Board for the opportunity to attend professional development opportunities.

10.5 Fiscal (Staff Report D) C. Weeks, Finance Director

No report.

10.6 Human Resources (Staff Report E) A. Costa, Human Resources Dir.

Director Costa did not have anything to add to her report.

10.7 General Counsel Report Q. Barrow, General Counsel

Mr. Barrow shared that the state's emergency status would be expiring in the following year, but because the Board is already back to meeting in person, no additional action was needed.

## **11. OTHER**

The Board may consider items not on the agenda provided that the Board complies with the Government Code (Brown Act) §54954.2(b).

Trustee Dr. Wasseem (Burbank) asked if Board vacancies must be included in roll call and affect the Board's quorum count. Legal Counsel confirmed that vacancies and absences are included and must be incorporated because of the Brown Act.

Trustee Peironi (La Canada Flintridge) thanked Director Vetrone for his City Council presentation and update.

Trustee Santa Ines (Bellflower) asked that management look into providing Trustees with a gas stipend for their commute to the Board meetings. Mr. Quinn shared this was a request explored in the past and could direct legal staff to explore further. Trustee Zamora (Santa Fe Springs) asked legal counsel if a gas stipend was not allowed, would it be allowed to increase the stipend to attend the meeting. Mr. Quinn said legal staff would need to look at the Health and Safety Code to explore any flexibility to increase stipends or if stipends for gas were allowed. If a majority of the Board was in favor of this direction, Legal Counsel could move forward.

**Trustee Santa Ines made a motion to direct staff and legal counsel to explore whether gas stipends were allowed. The motion was seconded by Trustee Aceituno (Bell Gardens) and was approved with 26 votes in favor.**

**YES: Bell, Bell Gardens, Bellflower, Burbank, Carson, Cerritos, Commerce, Cudahy, Diamond Bar, Downey, Gardena, Hawaiian Gardens, Long Beach, Los Angeles City, Los Angeles County, La Habra Heights, La Mirada, Lakewood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, San Marino, Santa Clarita, Vernon**

**NO: La Canada Flintridge**

**ABSENT: Artesia, Glendale, Huntington Park, Lynwood, Maywood, San Fernando, Signal Hill, South El Monte, South Gate, Whittier**

**12. ADJOURNMENT**

Board President Holman adjourned the meeting at 7:40 pm. The next Board of Trustees meeting will be scheduled on Thursday, December 8<sup>th</sup>, 2022, at 7:00 PM at the District's headquarters at 12545 Florence Avenue, Santa Fe Springs.

EXHIBIT A

**RESOLUTION NO. 2022-18**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT  
RATIFYING AND AUTHORIZING THE PAYMENT  
OF CERTAIN CLAIMS AND DEMANDS**

**CERTIFICATION**

In accordance with Section 2000.0 of the District's Accounting Procedures Policy, the Director of Fiscal Operations hereby certifies to the accuracy of the Requisition Schedule attached to this resolution and to the availability of funds for the payment of expenses set forth in that Requisition Schedule.

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Director of Fiscal Operations

**THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1: The claims and demands set forth in the attached Requisition Schedule are ratified and approved in the amounts set forth as follows:

**A. In the amount of \$355,626.86 as issued, signed, and released as Check Nos. 4212 through 4255.**

Section 2: The Secretary-Treasurer is directed to certify to the adoption of the resolution.

**PASSED, APPROVED, AND ADOPTED** this 8<sup>th</sup> day of December 2022.

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President

I, \_\_\_\_\_, Secretary-Treasurer of the Greater Los Angeles County Vector Control District, hereby certify that Resolution No. 2022-18 was duly adopted by the Board of Trustees at its regular meeting held on December 8, 2022.

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Secretary-Treasurer

**Greater L.A. County Vector Control Dist**  
**Cash Disbursements Journal**  
**For the Period From Nov 1, 2022 to Nov 30, 2022**

Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/9/22	ACH	5170-A-70	AUL Health Trust	MidAmerica November2022	MidAmerica Retirees and Tier IV HRA	Check Total:	(23,995.04)
11/9/22	ACH	5170-A-70	PERS	100000016972162	November 2022 Health and medical premiums	Check Total:	(123,886.46)
11/14/22	4212	5420-A-62	A & B TIRE	Invoice: 23780	Firestone 10PR tire		278.00
11/14/22	4212	5420-A-62	A & B TIRE	Invoice: 23835	Flat repair	Check Total:	20.00 (298.00)
11/14/22	4213	2302-A-10	AFLAC	Invoice: 399338	Aflac - accident, STD, Life, medical insurance prem.	Check Total:	(1,835.06)
11/14/22	4214	5707-A-52	Anais Medina Diaz	Invoice: AMDZ.75.00	70th Anniv. celebration event - reimbursement	Check Total:	(75.00)
11/14/22	4215	5667-A-10	AppleOne Employment Service	Invoice: 01-6465490	Laura Martinez - prof temp services	Check Total:	(1,771.95)
11/14/22	4216	5325-A-22	CINTAS #053	Invoice: 4135330924	Uniforms, towels, floor mats cleaned, and janitorial service		504.53
11/14/22	4216	5325-A-22	CINTAS #054	Invoice: 4136034201	Uniforms, towels, floor mats cleaned, and janitorial service	Check Total:	417.16 (921.69)
11/14/22	4217	5815-B-63	Clean Net	Invoice: SCA0067204	Janitorial service		697.00
11/14/22	4217	5815-A-62	Clean Net	Invoice: SCA0067205	monthly janitorial service	Check Total:	1,165.00 (1,862.00)
11/14/22	4218	5310-B-43	CLEMENTE RAMIREZ	Invoice: CRAM.250.00	Safety workboots reimbursement	Check Total:	(250.00)
11/14/22	4219	5735-A-52	CA. SPECIAL DISTRICT ASSN.	Invoice: 104702	2022 Board Sec./Clerk Conf. registration	Check Total:	(600.00)
11/14/22	4220	5345-A-62	FERNANDO MARTINEZ	Invoice: FMAR.255.70	work apparel ( 4 polos, 6 hats, and embroidery)	Check Total:	(255.70)
11/14/22	4221	2243-A-10	Fidelity Security Life Ins./Eyemed	Invoice: 165497527	Fidelity - vision	Check Total:	(1,737.36)
11/14/22	4222	5605-A-10	HOME DEPOT CREDIT SERVICES	Invoice: G3501844DTF00000015	Late fees, and miscellaneous items	Check Total:	(31.09)
11/14/22	4223	5640-A-10	KEENAN & ASSOCIATES	Invoice: 281418	installment 5/12 benefit Bridge	Check Total:	(1,666.00)
11/14/22	4224-25	1015-A-10	Cash		Void	Check Total:	-
11/14/22	4226	5735-A-22	MARK HALL	Invoice: MHAL.18.04	Conference reimbursement		18.04
11/14/22	4226	5735-A-22	MARK HALL	Invoice: MHAL.22.19	CASQA conf. meal reimbursement	Check Total:	22.19 (40.23)
11/14/22	4227	6025-A-32	MosquitoMate, Inc.	Invoice: 29846-A01-0001	Colony establishment (.05x2000)	Check Total:	(1,000.00)

**Greater L.A. County Vector Control Dist**  
**Cash Disbursements Journal**  
**For the Period From Nov 1, 2022 to Nov 30, 2022**

Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/14/22	4228	5480-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-187911	Oil, air filter, motor oil		68.63
11/14/22	4228	5435-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-187912	GL-wiper, grease		16.54
11/14/22	4228	5480-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-188178	Oil, air filter, motor oil		72.28
11/14/22	4228	5480-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-188177	Oil, air filter, motor oil		57.25
11/14/22	4228	5480-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-188176	Oil, air filter, motor oil		49.93
11/14/22	4228	5499-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-188383	drain funnel		33.06
11/14/22	4228	5400-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-189141	Battery		193.79
11/14/22	4228	5499-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-189142	shop towels		20.94
11/14/22	4228	5400-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-189140	Battery		153.78
11/14/22	4228	5435-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-189332	Wiper blade		89.92
11/14/22	4228	5435-A-62	O'Reilly Auto Parts/ first call	Invoice: 3075-189333	wiper blades		86.17
					Check Total:		<u>(842.29)</u>
11/14/22	4229	1015-A-10	Cash		Void		-
					Check Total:		<u>-</u>
11/14/22	4230	5625-A-10	LLC	Invoice: 3105748812	Billing for period August 2, 2022 - Nov. 3, 2022		(189.34)
					Check Total:		<u>(189.34)</u>
11/14/22	4231	5660-A-10	PURCHASE POWER	Invoice: 100000029489	postage meter coverage fee		(29.48)
					Check Total:		<u>(29.48)</u>
11/14/22	4232	5670-A-10	RICHARDS, WATSON & GERSON	Invoice: 239672	General legal services		1,755.00
11/14/22	4232	5670-A-10	RICHARDS, WATSON & GERSON	Invoice: 239673	Special Counsel services through Oct. 31, 2022		4,163.50
11/14/22	4232	5670-A-10	RICHARDS, WATSON & GERSON	Invoice: 239674	Board Meetings through Oct. 31, 2022		960.00
					Check Total:		<u>(6,878.50)</u>
11/14/22	4233	5310-B-43	Rogelio Serrano	Invoice: SERRR.250.00	Safety workboots reimbursement		(250.00)
					Check Total:		<u>(250.00)</u>
11/14/22	4234	5810-A-62	SIAPIN HORTICULTURE	Invoice: 56840	Work order #15851 - fix broken wires and sprinklers		376.48
11/14/22	4234	5810-A-62	SIAPIN HORTICULTURE	Invoice: 56941	Monthly landscape Maint. charge		1,315.60
					Check Total:		<u>(1,692.08)</u>
11/14/22	4235	5499-A-62	LB Johnson Hardware	Invoice: 955226	Misc. items		118.04
11/14/22	4235	5499-A-62	LB Johnson Hardware	Invoice: 955264	Misc. items/parts		121.51
11/14/22	4235	5499-A-62	LB Johnson Hardware	Invoice: 955258	Misc. items/parts		60.75
11/14/22	4235	5400-A-62	LB Johnson Hardware	Invoice: 955227	single cut key		13.19
11/14/22	4235	5825-A-62	LB Johnson Hardware	Invoice: 955273	Packout mounting tape		37.56
11/14/22	4235	5499-A-62	LB Johnson Hardware	Invoice: 955325	Misc. items		111.54
11/14/22	4235	5499-A-62	LB Johnson Hardware	Invoice: 955306	Misc. items		96.32
					Check Total:		<u>(558.91)</u>
11/14/22	4236	5310-B-43	Alejandro Lupercio	Invoice: LUPE.240.89	Safety workboots reimbursement		(240.89)
					Check Total:		<u>(240.89)</u>

**Greater L.A. County Vector Control Dist**  
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Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4237	5220-A-22	Nearmap US Inc.	Invoice: 111522-8762	Nearmap - AI offline vector download swimming pool ID		15,000.00
11/29/22	4237	5220-A-22	Nearmap US Inc.	Invoice: 111522-8762	Nearmap - AI offline vector download swimming pool ID		3,000.00
11/29/22	4237	5707-A-10	Costco	Invoice: 111522-8762	SFS birthday cake for October 2022		31.98
11/29/22	4237	5707-A-10	Amazon	Invoice: 111522-8762	Employee Appreciation		61.86
11/29/22	4237	5707-A-10	Amazon	Invoice: 111522-8762	Employee Appreciation		633.10
11/29/22	4237	5707-A-10	Amazon	Invoice: 111522-8762	Employee Appreciation		176.72
11/29/22	4237	5707-A-10	Portos's Bakery	Invoice: 111522-8762	Employee Appreciation		293.42
11/29/22	4237	5707-A-10	Lucille's	Invoice: 111522-8762	Employee Appreciation		3,884.67
11/29/22	4237	5707-A-10	Amazon	Invoice: 111522-8762	Employee Appreciation		119.23
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	Staples - office supplies		470.13
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	Staples - office supplies		128.32
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	Staples - office supplies		151.36
11/29/22	4237	5735-A-10	Burger Visalia	Invoice: 111522-8762	Visalia conference - meal		40.97
11/29/22	4237	5735-A-10	Loncheria Otro	Invoice: 111522-8762	Visalia conference - meal		39.01
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	office supplies		64.08
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	office supplies		203.23
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	office supplies		44.19
11/29/22	4237	5735-A-10	Marriott Visalia Convention	Invoice: 111522-8762	Visalia conference - meal		333.82
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	office supplies		66.29
11/29/22	4237	5540-A-32	MVCAC	Invoice: 111522-8762	MVCAC		6,336.00
11/29/22	4237	5655-A-10	Staples	Invoice: 111522-8762	office supplies		70.41
11/29/22	4237	5707-A-10	WM Supercenter	Invoice: 111522-5410	Birthday cake		23.44
11/29/22	4237	5260-B-23	Home Depot	Invoice: 111522-5410	Batteries		104.02
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	Squeegie		54.74
11/29/22	4237	5707-B-23	Daddy's Donuts	Invoice: 111522-5410	meeting supplies		15.00
11/29/22	4237	5485-B-23	ExxonMobil	Invoice: 111522-5410	fuel		100.31
11/29/22	4237	5310-B-23	Red Wing Shoe Store	Invoice: 111522-5410	safety workboots		229.93
11/29/22	4237	5230-B-23	Amazon	Invoice: 111522-5410	chemical scale		49.26
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	vacuum		117.14
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	stainless shelf, footstool for chemical room		13.79
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	stainless shelf, footstool for chemical room		187.23
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	support equipments		17.51
11/29/22	4237	5360-B-23	Amazon	Invoice: 111522-5410	face mask		82.00
11/29/22	4237	5230-B-23	Amazon	Invoice: 111522-5410	denatured alcohol		143.24
11/29/22	4237	5655-B-23	Elite Office Solutions	Invoice: 111522-5410	printing overage		601.64
11/29/22	4237	5655-B-23	Elite Office Solutions	Invoice: 111522-5410	toner for copier		192.63
11/29/22	4237	5655-B-23	Elite Office Solutions	Invoice: 111522-5410	shipping cost for toners		13.91
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	earbuds		24.08
11/29/22	4237	5260-B-23	Amazon	Invoice: 111522-5410	small insulated cooler		21.89
11/29/22	4237	5707-A-10	WM Supercenter	Invoice: 111522-5410	birthday cake		19.96

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Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4237	5499-A-62	Diamondback	Invoice: 111522-6102	Diamondback 270 - Ford x 1 - Returned		(2,376.91)
11/29/22	4237	5655-A-62	Amazon	Invoice: 111522-6102	office supplies		16.44
11/29/22	4237	5499-A-62	Amazon	Invoice: 111522-6102	misc. items/supplies		191.15
11/29/22	4237	5825-A-62	Home Depot	Invoice: 111522-6102	Interior/exterior supplies		179.91
11/29/22	4237	5755-A-62	Smart and Final	Invoice: 111522-6102	kitchen supplies		17.93
11/29/22	4237	5855-A-62	Home Depot	Invoice: 111522-6102	fixtures and hardware		80.85
11/29/22	4237	5445-A-62	AF Metal Sales Inc.	Invoice: 111522-6102	12 pcs of Aluminum		442.00
11/29/22	4237	5499-A-62	Harbor Freight Tools	Invoice: 111522-6102	Credit for returned parts		(119.00)
11/29/22	4237	5499-A-62	Walmart	Invoice: 111522-6102	Misc. maintenance items/parts		50.81
11/29/22	4237	5415-A-62	Hh Greg Auto	Invoice: 111522-6102	Truck #140		80.89
11/29/22	4237	5815-A-62	Zoro Tools Inc.	Invoice: 111522-6102	Janitorial supplies		468.00
11/29/22	4237	5825-A-62	Amazon	Invoice: 111522-6102	carwash supplies		30.92
11/29/22	4237	5655-A-62	Amazon	Invoice: 111522-6102	office supplies		6.51
11/29/22	4237	5400-B-63	Amazon	Invoice: 111522-6102	electrical parts		71.26
11/29/22	4237	5825-A-62	Amazon	Invoice: 111522-6102	interior/exterior supplies		29.67
11/29/22	4237	5707-A-10	Costco	Invoice: 111522-6102	meeting supplies		260.95
11/29/22	4237	5825-A-62	Amazon	Invoice: 111522-6102	interior/exterior supplies		3.30
11/29/22	4237	5345-A-62	Amazon	Invoice: 111522-6102	work apparel		60.33
11/29/22	4237	5655-A-62	Target	Invoice: 111522-6102	office supplies		27.32
11/29/22	4237	5825-A-62	Best RV & Self Storage	Invoice: 111522-6102	Self Storage for District trucks		248.00
11/29/22	4237	5499-A-62	Amazon	Invoice: 111522-6102	Misc. maintenance items/parts		52.40
11/29/22	4237	5499-A-62	Detail Garage	Invoice: 111522-6102	Misc. maintenance items/parts		148.87
11/29/22	4237	5499-A-62	Home Depot	Invoice: 111522-6102	Misc. maintenance items/parts		218.85
11/29/22	4237	5825-A-62	Home Depot	Invoice: 111522-6102	interior/exterior supplies		103.72
11/29/22	4237	5825-A-62	Home Depot	Invoice: 111522-6102	interior/exterior supplies		124.83
11/29/22	4237	5260-A-62	Amazon	Invoice: 111522-6102	support equipments		10.33
11/29/22	4237	5260-A-62	Amazon	Invoice: 111522-6102	support equipments		9.60
11/29/22	4237	5825-A-62	Amazon	Invoice: 111522-6102	support equipments		88.39
11/29/22	4237	5755-A-62	Costco	Invoice: 111522-6102	kitchen supplies		137.91
11/29/22	4237	5499-A-62	Home Depot	Invoice: 111522-6102	Misc. maintenance items/parts		175.14
11/29/22	4237	5825-A-62	Amazon	Invoice: 111522-6102	interior/exterior supplies		10.50
11/29/22	4237	5825-A-62	Home Depot	Invoice: 111522-6102	interior/exterior supplies		89.27
11/29/22	4237	5755-A-62	Costco	Invoice: 111522-6102	kitchen supplies		65.67
11/29/22	4237	5499-A-62	Home Depot	Invoice: 111522-6102	Misc. maintenance items/parts		170.00
11/29/22	4237	5707-A-10	Costco	Invoice: 111522-6102	meeting supplies - Board Meeting		136.77
11/29/22	4237	5499-A-62	Home Depot	Invoice: 111522-6102	Misc. maintenance items/parts -- credit		(131.30)
11/29/22	4237	5707-A-10	Pizzamania	Invoice: 111522-6102	Pizzamania - Board Meeting meals		254.70
11/29/22	4237	5825-A-62	Home Depot	Invoice: 111522-6102	interior/exterior supplies		439.57
11/29/22	4237	5499-A-62	Home Depot	Invoice: 111522-6102	Misc. maintenance items/parts		131.30
11/29/22	4237	5520-A-32	Airgas Dry Ice	Invoice: 111522-3093	dry ice - for shipping and testing		399.72
11/29/22	4237	5520-B-33	Airgas Dry Ice	Invoice: 111522-3093	dry ice - for shipping and testing		400.04

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Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4237	5540-A-32	Airgas Dry Ice	Invoice: 111522-3093	dry ice - for shipping and testing		400.04
11/29/22	4237	5540-B-33	Airgas Dry Ice	Invoice: 111522-3093	dry ice - for shipping and testing		400.04
11/29/22	4237	5890-A-62	Consolidated Disposal	Invoice: 111522-1747	trash pickup		564.48
11/29/22	4237	5890-A-62	Consolidated Disposal	Invoice: 111522-1747	trash pickup		337.90
11/29/22	4237	5880-A-62	SoCal Gas Co.	Invoice: 111522-5099	utility - gas		74.43
11/29/22	4237	5880-B-63	SoCal Gas Co.	Invoice: 111522-5099	utility - gas		93.04
11/29/22	4237	5640-A-10	Intermedia.net	Invoice: 111522-9535	website services		1,521.72
11/29/22	4237	5540-A-32	UPS	Invoice: 111522-5230	shipping and testing		14.30
11/29/22	4237	5540-B-33	UPS	Invoice: 111522-5230	shipping and testing		14.18
11/29/22	4237	5520-A-32	UPS	Invoice: 111522-5230	shipping and testing		25.97
11/29/22	4237	5520-B-33	UPS	Invoice: 111522-5230	shipping and testing		14.18
11/29/22	4237	5735-A-10	NYU SCPS Conf.	Invoice: 111522-3763	Tax conference		2,550.00
11/29/22	4237	5875-A-62	RingCentral	Invoice: 111522-3763	RingCentral		203.95
11/29/22	4237	5875-A-62	Voiceshot, LLC	Invoice: 111522-3763	Emergency 800- number		19.95
11/29/22	4237	5617-A-10	Amazon	Invoice: 111522-3763	computer supplies and accessories		42.41
11/29/22	4237	5617-A-10	Amazon	Invoice: 111522-3763	computer supplies and accessories		60.86
11/29/22	4237	5617-A-10	Amazon	Invoice: 111522-3763	computer supplies and accessories		40.69
11/29/22	4237	5885-A-62	City of Santa Fe Springs	Invoice: 111522-1470	domestic service		346.59
11/29/22	4237	5885-A-62	City of Santa Fe Springs	Invoice: 111522-1470	Fire service meter		130.12
11/29/22	4237	5885-A-62	City of Santa Fe Springs	Invoice: 111522-1470	reclaimed water service		1,135.55
11/29/22	4237	5870-B-63	D&S Security Inc.	Invoice: 111522-6352	security monitoring		95.00
11/29/22	4237	5870-A-62	D&S Security Inc.	Invoice: 111522-6352	security monitoring		87.50
11/29/22	4237	5870-B-63	D&S Security Inc.	Invoice: 111522-6352	security monitoring		145.00
11/29/22	4237	5735-A-22	Courtyard By Marriott	Invoice: 111522-0399	Courtyard by Marriott - meal		16.33
11/29/22	4237	5735-A-22	Courtyard By Marriott	Invoice: 111522-0399	Courtyard by Marriott - meal		21.25
11/29/22	4237	5735-A-22	Courtyard By Marriott	Invoice: 111522-0399	Hotel - conf.		445.43
11/29/22	4237	5735-A-22	Marriott Visalia Conv.	Invoice: 111522-0399	Hotel - conf.		176.91
11/29/22	4237	5735-A-22	ASTM/Fees Publications	Invoice: 111522-0399	ASTM Fees/Publications		75.00
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	misc. items/parts		17.75
11/29/22	4237	5825-A-62	McMaster-Carr	Invoice: 111522-4482	Interior/exterior supplies		26.06
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	misc. items/parts		15.64
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	misc. items/parts		134.22
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	misc. items/parts		56.89
11/29/22	4237	5825-A-62	McMaster-Carr	Invoice: 111522-4482	Interior/exterior supplies		236.72
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	misc. items/parts		25.07
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	misc. items/parts		32.69
11/29/22	4237	5855-A-62	McMaster-Carr	Invoice: 111522-4482	fixtures and hardware		46.23
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	Misc. items/parts		13.36
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	Misc. items/parts		36.28
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	Misc. items/parts		17.38
11/29/22	4237	5499-A-62	McMaster-Carr	Invoice: 111522-4482	Misc. items/parts		16.73

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Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4237	5825-A-62	McMaster-Carr	Invoice: 111522-4482	Interior/exterior supplies		35.05
11/29/22	4237	5707-A-10	LS Blacksmiths Corner	Invoice: 111522-0402	meeting supplies		44.08
11/29/22	4237	5707-A-10	Food4Less	Invoice: 111522-0402	meeting supplies		56.89
11/29/22	4237	5707-A-10	Superior Grocers	Invoice: 111522-0402	meeting supplies		29.18
11/29/22	4237	5260-A-22	Amazon	Invoice: 111522-0410	support equipments		14.35
11/29/22	4237	5707-A-10	Albertsons	Invoice: 111522-4747	Water and gatorade		46.00
11/29/22	4237	5655-A-42	Amazon	Invoice: 111522-4770	office supplies		46.97
11/29/22	4237	5707-A-10	Wateria	Invoice: 111522-4770	meeting supplies		18.25
11/29/22	4237	5510-B-33	Amazon	Invoice: 111522-0925	lab supplies and equipments		43.25
11/29/22	4237	5510-B-33	Amazon	Invoice: 111522-0925	lab supplies and equipments		37.69
11/29/22	4237	5520-B-33	Amazon	Invoice: 111522-0925	field supplies		62.84
11/29/22	4237	5520-A-32	Amazon	Invoice: 111522-0925	field supplies		14.21
11/29/22	4237	5510-B-33	Smart N Final	Invoice: 111522-0925	lab supplies and equipments		28.36
11/29/22	4237	5735-A-32	Fugazzis - Visalia	Invoice: 111522-0925	meals		62.17
11/29/22	4237	5735-A-32	Marriott Visalia Conv.	Invoice: 111522-0925	Hotel - conf.		353.82
11/29/22	4237	5877-A-62	Frontier Communications	Invoice: 111522-7995	SFS - monthly Internet charges		1,055.26
11/29/22	4237	5260-A-22	Amazon	Invoice: 111522-2811	support equipments		80.10
11/29/22	4237	5632-A-22	One Stop Cellular	Invoice: 111522-2811	mobile equipments		82.95
11/29/22	4237	5260-A-22	Home Depot	Invoice: 111522-2811	support equipments		86.74
11/29/22	4237	5260-A-42	Amazon	Invoice: 111522-4585	support equipments		17.55
11/29/22	4237	5260-A-42	Amazon	Invoice: 111522-4585	support equipments		15.01
11/29/22	4237	5260-A-42	Amazon	Invoice: 111522-4585	support equipments		12.14
11/29/22	4237	5260-A-42	Amazon	Invoice: 111522-4585	support equipments		29.12
11/29/22	4237	5260-A-42	Amazon	Invoice: 111522-4585	support equipments		175.30
11/29/22	4237	5655-A-10	Home Depot	Invoice: 111522-4585	support equipments		54.64
11/29/22	4237	5655-A-10	Office Depot	Invoice: 111522-0808	office supplies		134.07
11/29/22	4237	5655-A-10	Amazon	Invoice: 111522-0808	office supplies		95.71
11/29/22	4237	5485-A-62	ExxonMobil	Invoice: 111522-4095	fuel		191.38
11/29/22	4237	5499-A-62	Cyclepartsnation.com	Invoice: 111522-4095	parts for SFS maintenance shop		6.13
11/29/22	4237	5499-A-62	Norm Reeves - Ford	Invoice: 111522-9392	misc. items/supplies		86.18
11/29/22	4237	5420-A-62	Dycorp USA Inc.	Invoice: 111522-9392	Tires, wheels and alignment		224.28
11/29/22	4237	5499-A-62	Target	Invoice: 111522-9392	misc. items/supplies		49.55
11/29/22	4237	5655-A-10	Amazon	Invoice: 111522-5970	Office supplies		24.77
11/29/22	4237	5655-A-10	Amazon	Invoice: 111522-5970	Office supplies		68.93
11/29/22	4237	5655-A-10	Amazon	Invoice: 111522-5970	Office supplies		101.25
11/29/22	4237	5655-A-10	Amazon	Invoice: 111522-5970	Office supplies		75.00
11/29/22	4237	5765-A-10	LieberCassidyWhitmore	Invoice: 111522-5970	Safety management Training		211.00
11/29/22	4237	5615-A-22	Fiverr	Invoice: 111522-9515	Fiverr - consultant		55.40
11/29/22	4237	5620-A-22	Google LLC	Invoice: 111522-9515	computer software expenses		59.94
11/29/22	4237	5620-A-22	MSFT	Invoice: 111522-9515	computer software expenses		28.62
11/29/22	4237	5510-A-32	Amazon	Invoice: 111522-9233	Lab supplies and equipments		8.18
11/29/22	4237	5510-A-32	99 Ranch	Invoice: 111522-9233	Lab supplies and equipments		

**Greater L.A. County Vector Control Dist**  
**Cash Disbursements Journal**  
**For the Period From Nov 1, 2022 to Nov 30, 2022**

Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4237	5510-A-32	Smart & Final	Invoice: 111522-9233	Lab supplies and equipments		15.48
11/29/22	4237	5510-A-32	Target.com	Invoice: 111522-9233	Lab supplies and equipments		37.13
11/29/22	4237	5345-A-52	Amazon	Invoice: 111522-5447	work apparel		26.58
11/29/22	4237	5620-A-52	Mailchimp	Invoice: 111522-5447	Mailchimp - computer software expenses		69.99
11/29/22	4237	5620-A-52	Zingle	Invoice: 111522-5447	computer software expenses - Zingle		229.00
11/29/22	4237	5640-A-53	Getstreamline.com	Invoice: 111522-5447	website services		10.00
11/29/22	4237	5640-A-52	Getstreamline.com	Invoice: 111522-5447	website services		400.00
11/29/22	4237	5790-A-52	WM Supercenter	Invoice: 111522-5447	Public Exhibit expenses		16.90
11/29/22	4237	5620-A-52	Kwesforms	Invoice: 111522-5447	computer software expenses - KwesForms		29.00
11/29/22	4237	5620-A-52	Google Storage	Invoice: 111522-5447	computer software expenses		2.99
11/29/22	4237	5620-A-52	Linktree	Invoice: 111522-5447	computer software expenses		9.00
11/29/22	4237	5630-A-22	Verizon Wireless	Invoice: 111522-5263	VZ Wireless cellphone, tablets, extra data charges		7,869.29
11/29/22	4237	5632-A-22	Verizon Wireless	Invoice: 111522-5263	Mobile equipments - new		20,000.00
11/29/22	4237	5632-B-23	Verizon Wireless	Invoice: 111522-5263	Mobile equipments - new		11,145.03
11/29/22	4237	5630-A-22	Verizon Wireless	Invoice: 111522-5263	VZ Wireless cellphone, tablets, extra data charges		6,362.03
11/29/22	4237	5630-B-23	Verizon Wireless	Invoice: 111522-5263	VZ Wireless cellphone, tablets, extra data charges		5,653.54
11/29/22	4237	5620-A-10	Google Suite	Invoice: 111522-4635	computer software expenses		90.00
11/29/22	4237	5620-A-10	Adobe Inc.	Invoice: 111522-4635	computer software expenses		482.69
11/29/22	4237	5620-A-10	Adobe Inc.	Invoice: 111522-4635	computer software expenses		570.02
11/29/22	4237	5480-B-63	H&H Auto Parts	Invoice: 111522-7302	engine work		62.09
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	engine work		83.14
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	Jeep #72 smog repair		17.48
11/29/22	4237	5855-B-63	Select Auto Parts	Invoice: 111522-7302	Jeep #72 smog repair		20.77
11/29/22	4237	5499-B-63	HP Auto Parts Inc.	Invoice: 111522-7302	speedometer for #76		330.75
11/29/22	4237	5400-B-63	Select Auto Parts	Invoice: 111522-7302	Truck #83 smog repair		139.82
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	Jeep #72 oxygen sensor		62.45
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	O2 sensor		47.07
11/29/22	4237	5457-B-63	Select Auto Parts	Invoice: 111522-7302	Jeep #72		48.92
11/29/22	4237	5480-B-63	Sylmar Smog Test	Invoice: 111522-7302	Smog test for #77		60.00
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	Jeep #72 oxygen sensor- parts returned		(62.45)
11/29/22	4237	5499-B-63	Harbor Freight Tools	Invoice: 111522-7302	Boat cover Sylmar		49.26
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	Truck #8 smog repair		62.55
11/29/22	4237	5499-B-63	Ismael Ruvalcaba	Invoice: 111522-7302	2 screen boxes		728.00
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-7302	Smog test for #44		60.00
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-7302	Smog test for #83		60.00
11/29/22	4237	5480-B-63	Select Auto Parts	Invoice: 111522-7302	Truck #45		173.48
11/29/22	4237	5755-B-63	Smart N Final	Invoice: 111522-7302	Sylmar kitchen and cleaning supplies		340.05
11/29/22	4237	5499-B-63	Sepulveda lawn Mower	Invoice: 111522-4111	Argo blower		38.98
11/29/22	4237	5499-B-63	Marcos Hardware Garden	Invoice: 111522-4111	blower for #152		78.82
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-4111	smog for #63		69.75
11/29/22	4237	5499-B-63	Scott lane Snaoapon Tools	Invoice: 111522-4111	shop tools		52.83

**Greater L.A. County Vector Control Dist**  
**Cash Disbursements Journal**  
**For the Period From Nov 1, 2022 to Nov 30, 2022**

Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4237	5499-B-63	Helmar Inc.	Invoice: 111522-4111	misc. items/supplies		58.81
11/29/22	4237	5499-B-63	Luna's Radiators & Mufflers	Invoice: 111522-4111	radiator for #76		1,648.00
11/29/22	4237	5445-B-63	Airgas USA	Invoice: 111522-4111	fabrication supplies		7.36
11/29/22	4237	5457-B-63	Truman Smog Check	Invoice: 111522-4111	smog for #37		53.75
11/29/22	4237	5825-B-63	Mag-Trol Associates, Inc.	Invoice: 111522-4111	Building repair lighting		281.49
11/29/22	4237	5499-B-63	Scott lane Snaopon Tools	Invoice: 111522-4111	shop tools		157.68
11/29/22	4237	5499-B-63	Harbor Freight Tools	Invoice: 111522-4111	shop supplies		19.68
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-4111	smog for #88		60.00
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-4111	smog for #13		60.00
11/29/22	4237	5456-B-63	Sergio's Auto Repair	Invoice: 111522-4111	Oil leak repair for #126		1,685.14
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-4111	smog for #8		60.00
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-4111	smog for #72		60.00
11/29/22	4237	5457-B-63	Sylmar Smog Test	Invoice: 111522-4111	smog for #76		60.00
11/29/22	4237	5499-B-63	Home Depot	Invoice: 111522-4111	water tank for #159		62.51
11/29/22	4237	5769-A-52	Amazon	Invoice: 111522-1595	supplies and equipments		37.91
11/29/22	4237	5675-A-52	Facebook	Invoice: 111522-1595	advertising		60.00
11/29/22	4237	5707-A-53	Geiger	Invoice: 111522-1595	custome silicone bracket		692.50
11/29/22	4237	5620-A-52	Adobe Creative Cloud	Invoice: 111522-1595	Adobe cloud		52.99
11/29/22	4237	5620-A-52	Adobe Creative Cloud	Invoice: 111522-1595	Adobe cloud		52.99
11/29/22	4237	5735-A-52	Shell Oil	Invoice: 111522-1595	fuel		12.85
11/29/22	4237	5735-A-52	Fugazzis - Visalia	Invoice: 111522-1595	Vusalia Conference - meal		24.80
11/29/22	4237	5735-A-52	In N Out Burger	Invoice: 111522-1595	Vusalia Conference - meal		10.62
11/29/22	4237	5735-A-52	Marriott Visalia	Invoice: 111522-1595	Vusalia Conference - meal		7.32
11/29/22	4237	5735-A-52	Marriott Visalia	Invoice: 111522-1595	Vusalia Conference - hotel		353.82
11/29/22	4237	5735-A-52	Planet Party Rentals	Invoice: 111522-1595	part rentals - deposit refund		(200.00)
11/29/22	4237	5707-A-52	Hudsonnews	Invoice: 111522-1595	Visalia conference - meal		43.79
11/29/22	4237	5735-A-52	Lyft Ride	Invoice: 111522-1595	Visalia conference - Lyft ride share		67.60
11/29/22	4237	5735-A-52	United Airlines	Invoice: 111522-1595	Visalia conference - baggage fee		35.00
11/29/22	4237	5735-A-52	Lyft Ride	Invoice: 111522-1595	Visalia conference - Lyft ride share		14.90
11/29/22	4237	5735-A-52	Panda Express	Invoice: 111522-1595	Visalia conference - meal		13.91
11/29/22	4237	5735-A-52	LAX AirP Engine	Invoice: 111522-1595	Visalia conference - meal		6.89
11/29/22	4237	5735-A-52	Old Fisherman's	Invoice: 111522-1595	Visalia conference - meal		54.29
11/29/22	4237	5735-A-52	Lyft Ride	Invoice: 111522-1595	Visalia conference - Lyft ride share		18.87
11/29/22	4237	5735-A-52	Gifts and More	Invoice: 111522-1595	Visalia conference - meal		5.99
11/29/22	4237	5735-A-52	United Airlines	Invoice: 111522-1595	Visalia conference - baggage fee		35.00
11/29/22	4237	5735-A-52	Woody's Cockpit café & Co	Invoice: 111522-1595	Visalia conference - meal		9.68
11/29/22	4237	5735-A-52	Lyft Ride	Invoice: 111522-1595	Visalia conference - Lyft ride share		61.97
11/29/22	4237	5735-A-52	Holiday Inn Express	Invoice: 111522-1595	Visalia conference - hotel charges		481.17
						Check Total:	(111,388.98)
						Check Total:	-

**Greater L.A. County Vector Control Dist**  
**Cash Disbursements Journal**  
**For the Period From Nov 1, 2022 to Nov 30, 2022**

Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
11/29/22	4241	2391-A-10	American Fidelity Assurance Company	Invoice: 2164431	AF URM FSA		1,037.89
11/29/22	4241	2391-A-10	American Fidelity Assurance Company	Invoice: 2164433A	AF URM FSA	Check Total:	1,037.89 <u>(2,075.78)</u>
11/29/22	4242	2386-A-10	AMERICAN FIDELITY ASSURANCE CO.	Invoice: D525613	AF - Accident, cancer, critically ill, cancer rider, and STD prem.	Check Total:	<u>(5,000.06)</u>
11/29/22	4243	5610-A-10	CELL BUSINESS EQUIPMENT	Invoice: 76737983	June 2022 (6/15/22-7/14/22) copier lease payment	Check Total:	<u>(1,546.88)</u>
11/29/22	4244	5325-A-22	CINTAS #053	Invoice: 4137442827	Uniforms, towels, floor mats cleaned, and janitorial service	Check Total:	<u>(459.15)</u>
11/29/22	4245	5485-A-22	EXXONMOBIL FLEET	Invoice: 85020090	Fuel for District Fleet	Check Total:	<u>(25,435.47)</u>
11/29/22	4246	5645-A-70	Institute of Management Accountants	Invoice: 1013263016	memberships	Check Total:	<u>(260.00)</u>
11/29/22	4247	5640-A-10	KEENAN & ASSOCIATES	Invoice: 282376	Benefit bridge 6 of 12 installment payment	Check Total:	<u>(1,666.00)</u>
11/29/22	4248	5660-A-52	K'WEST PRINTING	Invoice: 00824013	business cards	Check Total:	<u>(344.76)</u>
11/29/22	4249	5880-B-63	LA DEPT WATER & POWER	Invoice: 07975010001601955	Electric charges (10/13/22 - 11/14/22)		1,601.95
11/29/22	4249	5885-B-63	LA DEPT WATER & POWER	Invoice: 2797501000324083	Water, Fire Service, and Sewer charges	Check Total:	324.08 <u>(1,926.03)</u>
11/29/22	4250	5670-A-10	LIEBERT CASSIDY WHITMORE	Invoice: 228870	VCS investigations		7,679.50
11/29/22	4250	5670-A-10	LIEBERT CASSIDY WHITMORE	Invoice: 228061	General legal services		1,480.00
11/29/22	4250	5670-A-10	LIEBERT CASSIDY WHITMORE	Invoice: 228860	Health Benefit Advice		2,543.00
11/29/22	4250	5670-A-10	LIEBERT CASSIDY WHITMORE	Invoice: 229484	Business & Facilities	Check Total:	612.00 <u>(12,314.50)</u>
11/29/22	4251	5667-A-10	MidAmerica Admin. & Retirement Solution	Invoice: MAR0000021381	3Q22 Admin/Platform fee X 6, Sevice Period (7/1/22 - 9/30/22)	Check Total:	<u>(858.00)</u>
11/29/22	4252	5660-A-10	PURCHASE POWER	Invoice: PUPO.10.96	Statement charges	Check Total:	<u>(10.96)</u>
11/29/22	4253	5880-A-62	SOUTHERN CA. EDISON	Invoice: STMT11152022.4398.03	SoCal Edison - electricity charges	Check Total:	<u>(4,398.03)</u>
11/29/22	4254	2242-A-10	Standard Life Insurance Company	Invoice: Nov.2022 COBRA	Nov. 2022 COBRA payment		(67.44)
11/29/22	4254	2242-A-10	Standard Life Insurance Company	Invoice: NOV.2022.12336.36	Standard dental premium	Check Total:	12,336.36 <u>(12,268.92)</u>
11/29/22	4255	2240-A-10	Standard Insurance Company	Invoice: 11012022.4766.27	Short-term disability	Check Total:	<u>(4,766.27)</u>

Greater L.A. County Vector Control Dist  
 Cash Disbursements Journal  
 For the Period From Nov 1, 2022 to Nov 30, 2022

Date	Check #	Account ID	Vendor	Invoice Number	Description	Check Total	Amount
Total							(355,626.86)



**TOTAL SALARIES  
FOR NOVEMBER 2022**

<b>EMPLOYEE</b>	<b>15TH PAYROLL</b>	<b>30TH PAYROLL</b>	<b>TOTAL</b>
<b><u>ADMINISTRATION-SFS</u></b>			
Total Administration-SFS	44,454.43	41,439.74	85,894.17
<b><u>PUBLIC HEALTH - GRANT</u></b>			
Total Public Health - Grant	-	-	-
<b><u>OPERATIONS-SFS</u></b>			
Total Operations-SFS	107,572.14	86,030.53	193,602.67
<b><u>OPERATIONS-SYLMAR</u></b>			
Total Operations-Sylmar	58,978.80	46,952.97	105,931.77
<b><u>UNDERGROUND-SFS</u></b>			
Total Underground-SFS	44,407.73	32,968.18	77,375.91
<b><u>UNDERGROUND-SYLMAR</u></b>			
Total Underground-Sylmar	25,521.71	19,224.44	44,746.15
<b>SCIENTIFIC - TECH-SFS</b>			
Total Scientific-Tech-SFS	20,623.91	19,361.95	39,985.86
<b>SCIENTIFIC - TECH-SYLMAR</b>			
Total Scientific-Tech-Sylmar	14,145.28	12,674.83	26,820.11
<b>PUBLIC INFORMATION</b>			
Total Public Information	20,737.95	21,122.32	41,860.27
<b>EDUCATION PROGRAM</b>			
Total Education Program	3,554.01	2,510.71	6,064.72
<b>MAINTENANCE-SFS</b>			
Total Maintenance-SFS	17,412.19	14,435.97	31,848.16
<b>MAINTENANCE-SYLMAR</b>			
Total Maintenance-Sylmar	7,592.54	6,560.41	14,152.95
<b>SEASONAL OPS</b>			
Total Seasonal Ops	61,650.15	15,918.89	77,569.04
Total Gross Payroll	426,650.84	319,200.94	745,851.78
Employer Taxes	7,297.90	4,539.86	11,837.76
Employee Benefits*	57,264.35	44,647.68	101,912.03
Trustee Payroll	2,500.00	-	2,500.00
	-	-	-
<b>Total Payroll</b>	<b>493,713.09</b>	<b>368,388.48</b>	<b>862,101.57</b>

\*Employee benefits includes the amount contributed by the District to PERS retirement and the 401(a).



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **T-5**

September 21, 2022

Ms. Susanne Klueh, General Manager  
Greater Los Angeles County Vector Control District  
12545 Florence Avenue  
Santa Fe Springs, CA 90670

Dear Ms. Klueh:

**NEGOTIATED TAX EXCHANGE RESOLUTIONS  
ANNEXATION OF PROJECT L 043-2022  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

We request that the Greater Los Angeles County Vector Control District (Vector Control District) participate in the exchange of ad valorem property tax in conjunction with the annexation of the territory known as L 043-2022 to County Lighting Maintenance District (CLMD) 1687. This proposed exchange would provide revenue to CLMD 1687 to partially fund the operation and maintenance of street lighting services provided within the annexed territory. This territory, whose boundary is shown on the enclosed proposed annexation map, is being processed for the Board of Supervisors' concurrent approval of the annexation and transfer of ad valorem property tax between the affected taxing agencies and CLMD1687.

For new annexations to a CLMD, our procedures require us to process the exchange of property tax revenues with all nonexempt taxing agencies. Under Section 99.01 of the California Revenue and Taxation Code, special districts providing new services to an area as a result of a jurisdictional change are entitled to a share of the annual tax increment generated in the area being annexed. CLMD 1687 meets the definition of a special district under Section 95(m) of the California Revenue and Taxation Code. CLMD 1687's share of the annual tax increment is to be taken from all of the other local taxing agencies providing services within the annexed area with the exception of school entities, which are exempted by law. If a taxing agency involved in the negotiation does not adopt a resolution providing for the exchange of property tax revenue, the Board can determine the exchange of property tax revenue for that taxing agency.

Ms. Susanne Kluh  
September 21, 2022  
Page 2

Enclosed is a Joint Resolution between Los Angeles County and the Vector Control District approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of the subject territory to CLMD 1687. Attached to the Joint Resolution is a Property Tax Transfer Resolution Worksheets prepared for Tax Rate Areas 09133 and 09960 listing the share of the annual tax increment to be exchanged with the Vector Control District, other affected taxing agencies, and CLMD 1687. The tax rate ratio(s) listed on the worksheets were calculated using a formula approved by the County Auditor-Controller and County Counsel. As shown on the Property Tax Transfer Resolution Worksheet for L 043-2022, Tax Rate Area 09133, the current tax share ratio for the Vector Control District is 0.000322714. Out of the Vector Control District's tax share, the Vector Control District would allocate 0.000006892 to CLMD 1687, with a net share to the Vector Control District of 0.000315822. Monetarily speaking, a \$10,000 increment in assessed valuation of a parcel means that the parcel will pay an additional \$100 in property taxes, of which the Vector Control District would receive \$0.0316 and CLMD 1687 would receive \$0.0007.

Please have the resolutions executed and returned to us in the enclosed self-addressed envelope by November 17, 2022.

If you have any questions, please contact Ms. Tigist Desta, Traffic Safety and Mobility Division, at (626) 300-4755 or [tdesta@pw.lacounty.gov](mailto:tdesta@pw.lacounty.gov).

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works



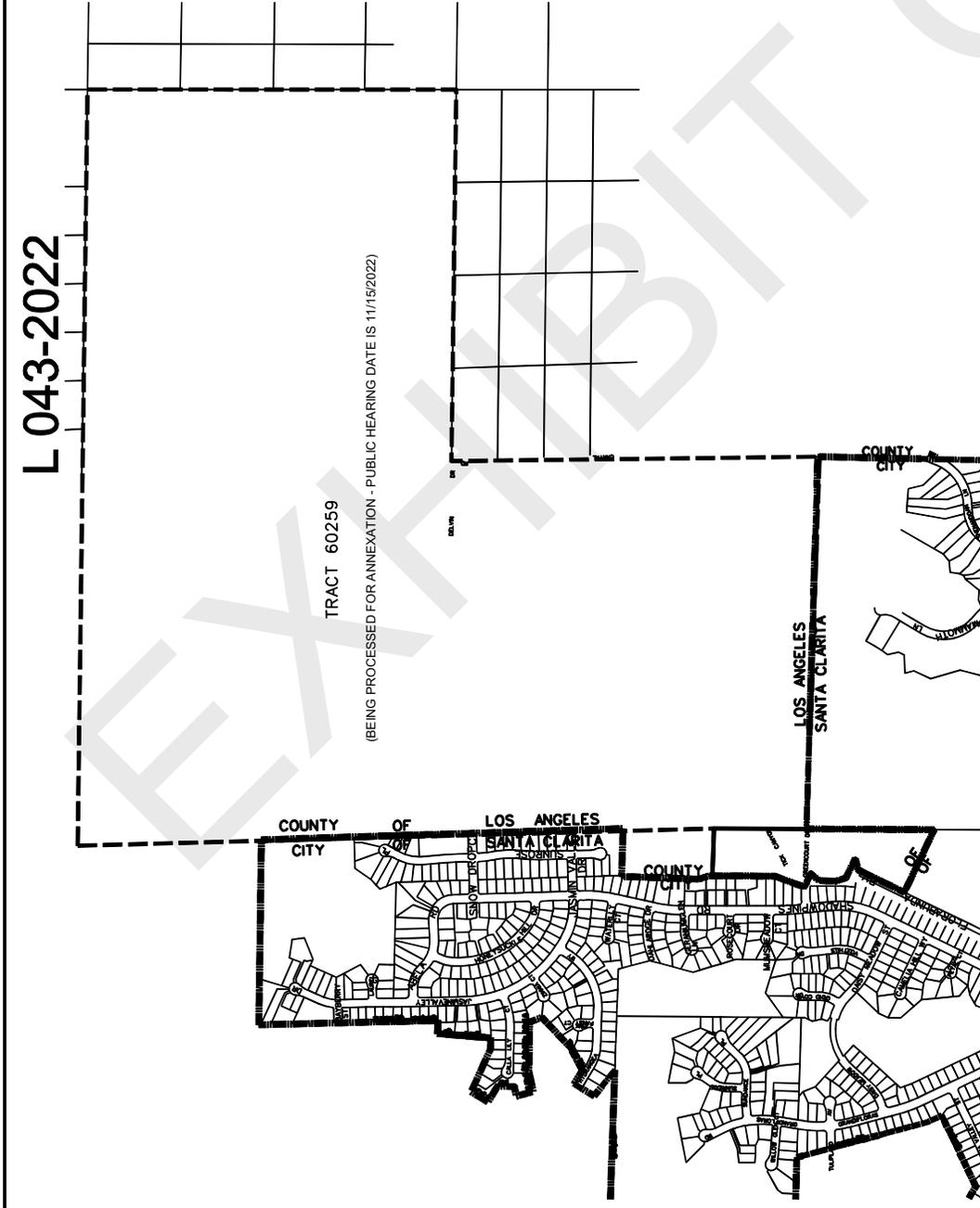
ELAINE KUNITAKE  
Assistant Deputy Director  
Traffic Safety and Mobility Division

TD:dn

SP:\ISTR\LTNG\PROJ\IDVLP\L043-2022(EIMP2022000602-SO PRTNITX EXCHNG LTS L-043-2022

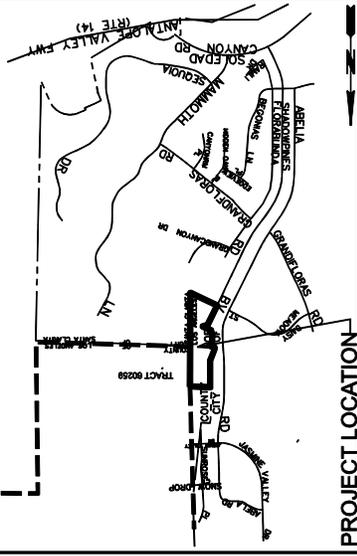
ENC.

L 043-2022



TRACT 60259

(BEING PROCESSED FOR ANNEXATION - PUBLIC HEARING DATE IS 11/15/2022)



PROJECT LOCATION  
VICINITY MAP

T.G. page 4462-H3 to H5, J3, & J4

TRA	9133
	9960
APN	2854-003-005
	2854-021-005
	2854-021-006
	2854-021-023
	2854-021-024

**LEGEND**

- PROPOSED ANNEXATION AREA
- PARENT TRACT 60259 AREA
- CITY/COUNTY BOUNDARY

PROPOSED ANNEXATION TO COUNTY LIGHTING  
MAINTENANCE DISTRICT 1687 AND COUNTY  
LIGHTING DISTRICT LLA-1 (UNINCORPORATED ZONE)

LOS ANGELES COUNTY PUBLIC WORKS  
TRAFFIC SAFETY AND MOBILITY DIVISION  
STREET LIGHTING SECTION

CLMD 1687

CANYON COUNTRY AREA

Prepared By	TD	Sheet	1 of 1	Sup. Dis	5
Recommended By	Tiggett/Desta		Date	8/29/2022	
Approved By	Joagwin Herrera		Date	9/07/2022	



NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues between CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 5, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (CLWA, NCW, NCW02S and NCW02W) resulting from the annexation of L 043-2022 to County Lighting Maintenance District 1687, is approved and accepted.

2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract L 043-2022, Tax Rate Areas 09133 and 09960, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheets.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 043-2022.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,  
by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT

By \_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 09133  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: L 043-2022 PROJECT NAME: L 043-2022  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.266036622	26.6047 %	0.021359188	0.005682340	-0.005815076	0.260221546
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000103813	0.0103 %	0.021359188	0.000002217	0.000000000	0.000103813
003.01	L A COUNTY LIBRARY	0.020389298	2.0389 %	0.021359188	0.000435498	-0.000435498	0.019953800
005.25	ROAD DIST # 5	0.005649594	0.5649 %	0.021359188	0.000120670	-0.000120670	0.005528924
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.157467408	15.7467 %	0.021359188	0.003363375	-0.003363375	0.154104033
007.31	L A C FIRE-FFW	0.006110702	0.6110 %	0.021359188	0.000130519	0.000000000	0.006110702
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001461574	0.1461 %	0.021359188	0.000031218	-0.000031218	0.001430356
030.70	LA CO FLOOD CONTROL MAINT	0.008270525	0.8270 %	0.021359188	0.000176651	-0.000176651	0.008093874
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.021359188	0.000006892	-0.000006892	0.000315822
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.051409120	5.1409 %	0.021359188	0.001098057	-0.001098057	0.050311063
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000904060	0.0904 %	0.021359188	0.000019309	-0.000019309	0.000884751
309.02	STA CLRTA VALLEY WTR-NCW02S	0.019398715	1.9398 %	0.021359188	0.000414340	-0.000414340	0.018984375
309.03	STA CLRTA VALLEY WTR-NCW02W	0.016803292	1.6803 %	0.021359188	0.000358904	-0.000358904	0.016444388
400.00	EDUCATIONAL REV AUGMENTATION FD	0.081074257	8.1074 %	0.021359188	0.001731680	EXEMPT	0.081074257
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001273071	0.1273 %	0.021359188	0.000027191	EXEMPT	0.001273071
400.21	CHILDREN'S INSTIL TUITION FUND	0.002518823	0.2518 %	0.021359188	0.000053800	EXEMPT	0.002518823
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.077302182	7.7302 %	0.021359188	0.001651111	EXEMPT	0.077302182

ANNEXATION NUMBER: L 043-2022 PROJECT NAME: L 043-2022 TRA: 09133

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE	
665.06	CO.SCH.SERV.FD.-SULPHUR SPRINGS	0.006627619	0.6627 %	0.021359188	0.000141560	EXEMPT	0.006627619	
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000732152	0.0732 %	0.021359188	0.000015638	EXEMPT	0.000732152	
757.02	HART WILLIAM S UNION HIGH	0.072510409	7.2510 %	0.021359188	0.001548763	EXEMPT	0.072510409	
757.06	CO.SCH.SERV.FD.-HART,WILLIAM S.	0.000300510	0.0300 %	0.021359188	0.000006418	EXEMPT	0.000300510	
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.038153883	3.8153 %	0.021359188	0.000814935	EXEMPT	0.038153883	
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.033302007	3.3302 %	0.021359188	0.000711303	EXEMPT	0.033302007	
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.011839990	
TOTAL:							1.000000000	100.0000 %
TOTAL:							0.021359188	-0.011839990
TOTAL:							1.000000000	1.000000000

ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687  
 ACCOUNT NUMBER: 019.40  
 TRA: 09960  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: L 043-2022 PROJECT NAME: L 043-2022  
 DISTRICT SHARE: 0.021359188

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.266150036	26.6160 %	0.021359188	0.005684759	-0.005817511	0.260332525
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000101942	0.0101 %	0.021359188	0.000002177	0.000000000	0.000101942
003.01	L A COUNTY LIBRARY	0.020380260	2.0380 %	0.021359188	0.000435305	-0.000435305	0.019944955
005.25	ROAD DIST # 5	0.005657781	0.5657 %	0.021359188	0.000120845	-0.000120845	0.005536936
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.157423926	15.7423 %	0.021359188	0.003362447	-0.003362447	0.154061479
007.31	L A C FIRE-FFW	0.006113304	0.6113 %	0.021359188	0.000130575	0.000000000	0.006113304
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001473150	0.1473 %	0.021359188	0.000031465	-0.000031465	0.001441685
030.70	LA CO FLOOD CONTROL MAINT	0.008293047	0.8293 %	0.021359188	0.000177132	-0.000177132	0.008115915
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.021359188	0.000006892	-0.000006892	0.000315822
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.000000000
302.01	SANTA CLARITA VALLEY WATER-CLWA	0.051404251	5.1404 %	0.021359188	0.001097953	-0.001097953	0.050306298
309.01	SANTA CLARITA VALLEY WATER-NCW	0.000892132	0.0892 %	0.021359188	0.000019055	-0.000019055	0.000873077
309.02	STA CLRTA VALLEY WTR-NCW02S	0.019381898	1.9381 %	0.021359188	0.000413981	-0.000413981	0.018967917
309.03	STA CLRTA VALLEY WTR-NCW02W	0.016796533	1.6796 %	0.021359188	0.000358760	-0.000358760	0.016437773
400.00	EDUCATIONAL REV AUGMENTATION FD	0.081074257	8.1074 %	0.021359188	0.001731680	EXEMPT	0.081074257
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.021359188	0.002816799	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001274275	0.1274 %	0.021359188	0.000027217	EXEMPT	0.001274275
400.21	CHILDREN'S INSTIL TUITION FUND	0.002523064	0.2523 %	0.021359188	0.000053890	EXEMPT	0.002523064
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.077272032	7.7272 %	0.021359188	0.001650467	EXEMPT	0.077272032

ANNEXATION NUMBER: L 043-2022 PROJECT NAME: L 043-2022 TRA: 09960

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
665.06	CO.SCH.SERV.FD.-SULPHUR SPRINGS	0.006626230	0.6626 %	0.021359188	0.000141530	EXEMPT	0.006626230
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000739079	0.0739 %	0.021359188	0.000015786	EXEMPT	0.000739079
757.02	HART WILLIAM S UNION HIGH	0.072480758	7.2480 %	0.021359188	0.001548130	EXEMPT	0.072480758
757.06	CO.SCH.SERV.FD.-HART,WILLIAM S.	0.000305826	0.0305 %	0.021359188	0.000006532	EXEMPT	0.000305826
757.07	HART,WILLIAM S.-ELEM SCHOOL FUND	0.038151792	3.8151 %	0.021359188	0.000814891	EXEMPT	0.038151792
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.033284063	3.3284 %	0.021359188	0.000710920	EXEMPT	0.033284063
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.021359188	0.000000000	0.000000000	0.011841346
TOTAL:		1.000000000	100.0000 %		0.021359188	-0.011841346	1.000000000

**GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT**

**RESOLUTION 2022-19**

**A RESOLUTION OF THE GREATER LOS ANGELES COUNTY VECTOR  
CONTROL DISTRICT BOARD OF TRUSTEES OPPOSING INITIATIVE  
21-0042A1**

**WHEREAS**, an association representing California’s wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the proposed proposition, Initiative 21-0042A1, has received the official title: “LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT”; and

**WHEREAS**, the measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure exposes taxpayers to new costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

**WHEREAS**, the measure severely restricts state and local officials’ ability to protect our environment, public health and safety, and our neighborhoods against those who violate the law; and

**WHEREAS**, the measure creates new constitutional loopholes that would allow corporations to pay less than their fair share for the impacts they impose on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

**WHEREAS**, the measure threatens billions of dollars currently dedicated to state and local services, and could force cuts to vector control services provided by Greater Los Angeles Vector Control District as well as public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to address homelessness, mental health services, and more; and

**WHEREAS**, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, ports, drinking water, sanitation, utilities, and more.

**THEREFORE, BE IT RESOLVED** that the Greater Los Angeles County Vector District opposes Initiative 21-0042A1;

**BE IT FURTHER RESOLVED**, that the Greater Los Angeles County Vector District will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

We direct staff to email a copy of this adopted resolution to the California Special Districts Association at [advocacy@csda.net](mailto:advocacy@csda.net).

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of December 2022.

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Emily Holman  
President, Board of Trustees

I hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of the Greater Los Angeles County Vector Control District at a regular meeting of the Board of Trustees held on the 8<sup>th</sup> day of December 2022.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Marilyn Sanabria  
Secretary-Treasurer, Board of Trustees

BELL, McANDREWS & HILTACHK, LLP  
ATTORNEYS AND COUNSELORS AT LAW  
455 CAPITOL MALL, SUITE 600  
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21-0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

Anabel Renteria  
Initiative Coordinator  
Office of the Attorney General  
State of California  
PO Box 994255  
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

## The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

### Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

### Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

### Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.

(1) ~~(2)~~ A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) ~~(3)~~ A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, or penalty, ~~or other monetary charge~~ including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) ~~(e)~~ Any tax or exempt charge adopted after January 1, ~~2010~~ 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) ~~(1) ~~(d)~~~~ The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor. ~~that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

~~(c) (a)~~ "General tax" means any tax imposed for general governmental purposes.

~~(d)~~ "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

~~(e) (b)~~ "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

~~(f)~~ "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

~~(g) (c)~~ "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

~~(h) (d)~~ "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

~~(i) (e)~~ As used in this article, and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge. ~~except the following:~~

~~(i)~~ As used in this section, "exempt charge" means only the following:

~~(1)~~ A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

~~(1) (2)~~ A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

~~(2) (3)~~ A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

~~(3) (4)~~ A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

~~(4) (5)~~ A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

~~(5) (6)~~ A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

~~(6) (7)~~ An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b). ~~(d) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.~~

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, or charge, or surcharge, including a surcharge based on the value of property, shall be assessed by any agency upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

**LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO  
RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE**

**CONSTITUTIONAL AMENDMENT.** For new or increased state taxes currently enacted by two-thirds vote of Legislature, also requires statewide election and majority voter approval. Limits voters' ability to pass voter-proposed local special taxes by raising vote requirement to two-thirds. Eliminates voters' ability to advise how to spend revenues from proposed general tax on same ballot as the proposed tax. Expands definition of "taxes" to include certain regulatory fees, broadening application of tax approval requirements. Requires Legislature or local governing body set certain other fees. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.** (21-0042A1.)



## **BALLOT INITIATIVE #21-0042A1**

### **LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT.**

November 2024 Statewide Ballot Pending Signature Verification by Elections Officials

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#### **BACKGROUND**

The purported “Taxpayer Protection and Government Accountability Act,” a statewide initiative measure to amend the California Constitution sponsored by the [California Business Roundtable](#) (“CBRT”), is the most consequential proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs.

Proponents of Initiative 21-0042A1 submitted 1,429,529 signatures by the August 2 deadline to qualify the constitutional amendment for voter consideration. Should county elections officials confirm the validity of at least 997,139 signatures, the initiative will be placed on the November 2024 statewide ballot.

#### **SUMMARY**

Ballot Initiative [21-0042A1](#) would result in the loss of billions of dollars annually in critical state and local funding, restricting the ability of local agencies and the State of California to fund services and infrastructure by:

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amending the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative’s proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.

The initiative includes provisions that would retroactively void *all* state and local taxes or fees adopted after January 1, 2022 if they did not align with the provisions of this initiative. This may also affect indexed fees that adjust over time for inflation or other factors. Effectively, it would



allow voters throughout California to invalidate the prior actions of local voters, undermining local control and voter-approved decisions about investments needed in their communities.

Specifically, among other provisions effecting the state government, the initiative would impact local agencies through changes to the California Constitution as follows:

### **Restricting Local Tax and Fee Authority to Provide Local Services**

#### *Fees:*

- With few exceptions, fees and charges shall not exceed the “actual cost” of providing the product or service for which the fee is charged.
  - “Actual cost” is defined as the “...*minimum amount necessary...less other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds...*”
- The burden on the local government to prove the fee or charge does not exceed “actual cost” is heightened from a “*preponderance of the evidence*” to “*clear and convincing evidence*”.
- In addition to limiting fees and charges to the actual cost to the local government for providing the service, fees and charges must also be “reasonable” to the payor themselves; no definition is provided for this new subjective reasonableness test that is separate and apart from the test as to how closely the fee or charge is related to the cost of service.
- Defines *all* sources of revenue as either taxes or “exempt charges.”
- Includes Article XIID charges in Proposition 218 under the definition of “exempt” charges subjecting them to potential litigation.
- Exposes previously established fees indexed to inflation or other metrics to new standards and legal challenges.
- Adds to the Constitution a requirement for a board action to adopt, enact, create, establish, collect, increase, or extend any and all fees.

#### *Taxes:*

- Increases the threshold for voters to pass a local special tax initiative placed on the ballot by voters from a simple majority to a two-thirds majority, likely to address concerns over the 2017 California Supreme Court decision in *California Cannabis Coalition v. City of Upland*.
- Requires voter approval when an expansion of boundaries extends existing taxes or fees to new territory.
- New taxes can be imposed only for a specific duration.

#### *Fines and Levees:*

- Interferes with local enforcement efforts, by making it more difficult to impose fines and penalties for state and local law violations related to activities such as water discharge, waste recycling, weed abatement, fireworks, and housing code violations and unlawful commercial marijuana sales, just to name a few. The measure converts administratively



imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed.

## **Increasing Litigation Exposure**

- Significantly increases a public agency’s burden of proof from “preponderance of evidence” to “clear and convincing evidence” to prove compliance with the new fee requirements. By changing evidence standards to favor corporations suing public agencies, the initiative will promote costly litigation.
- The local government would bear the burden of proving by clear and convincing evidence that a levy, charge or exaction is an “exempt charge” and not a tax. Moreover, the local government would bear the burden of proving by clear and convincing evidence that the amount of the exempt charge is *both* “reasonable” to the payor and that the amount charged does not exceed the “actual cost” of providing the service or product to the payor.
- By enacting a new requirement that all fees must be “reasonable” to the payor but offering no definition as to what “reasonable” means, the initiative provides a new avenue to challenge fees by enabling a plaintiff to claim a fee is not reasonable even if the fee meets the actual costs of service.
- Prop. 218 currently requires fees cover the *reasonable* cost of service. This initiative amends Prop. 218 to require the near-impossible standard of predicting *actual* costs years into the future. To compound this challenge, the new standard also factors in the receipt of external revenues that are constantly shifting and typically outside the control of the local agency. It defines “actual costs” as:
  - “(i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.”
- Fosters endless litigation challenging local fees claiming they are not the “minimum amount necessary”. For instance:
  - Do roads need to be paved every 10 years or 50 years?
  - Does infrastructure need to be upgraded or replaced or not improved at all?
  - What is the minimum emergency response time necessary?

## **IMPACTS**

- Could prevent virtually any new fees or assessments to fund water, sewer, trash, fire protection, parks and recreation, and other essential services and infrastructure.
  - Places over \$20 billion of local government fee and charge revenues over 10 years at heightened legal peril.



- Jeopardizes the public health and safety of communities by cutting off new revenue intended to pay for essential local services and infrastructure.
  - Substantially increases the legal and administrative cost of public infrastructure financing.
- With billions of dollars in deferred maintenance and unmet needs for California's infrastructure, exacerbates the neglect and deterioration of our roads, dams, waterways, and other facilities.
- By limiting revenues to the "minimum amount necessary", imposes a "race-to-the-bottom" in California that will halt investment in technological advancements that future generations will depend upon.
- Prevents critical investments in climate adaptation and community resilience to address drought, flooding, and wildfire as well as reduce emissions and harmful pollutants.
- Exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure.
- Restricting local services and infrastructure to the lowest and minimum amount possible will disproportionately impact the most underserved communities the hardest.

## **SUPPORT**

- California Business Roundtable (CBRT) – Sponsor
  - Financial contributors to the initiative and CBRT Issues PAC include, but are not limited to:
    - Aera Energy
    - Albertsons Safeway
    - AMR Holdco Inc.
    - Blackstone Real Estate Partners
    - California Business PAC, Sponsored by CalChamber
    - CJ Segerstrom & Sons
    - Cypress Management Company
    - Dart Container
    - Douglas Emmett Properties
    - Enterprise Rental Car
    - Five Point Operating Company
    - Grimmway Enterprises
    - Howard Jarvis Taxpayers Association
    - Kilroy Realty
    - Majestic Realty
    - Michael K. Hayde
    - Pacific Ethanol
    - PEPSICO
    - Pharmaceutical Research and Manufacturers of America
    - Sempra Energy



**California Special  
Districts Association**

*Districts Stronger Together*

- State Farm Insurance
- Sutter Health
- 7-Eleven
- In addition to the CBRT Issues PAC, direct contributors to the initiative include, but are not limited to:
  - AMR Holdco, Inc.
  - Michael K. Hayde, Including Western National Group and Affiliated Entities
  - Kilroy Realty
  - Hudson Pacific Properties and Affiliated Entities
  - Douglas Emmett Properties, LP and Affiliated Entities
  - Shorenstein Realty Services and Affiliated Entities

**OPPOSITION**

- AFSCME California
- CalCities (League of California Cities)
- California Alliance for Jobs
- California Contract Cities Association
- California Professional Firefighters
- California Special Districts Association
- California State Association of Counties
- California State Council of Laborers
- Rebuild SoCal Partnership
- SEIU California
- Over 150 local agencies, including over 50 special districts



January 19, 2022

21-0042 Amdt. 1

Hon. Rob Bonta  
Attorney General  
1300 I Street, 17<sup>th</sup> Floor  
Sacramento, California 95814

RECEIVED

Jan 19 2022

Attention: Ms. Anabel Renteria  
Initiative Coordinator

INITIATIVE COORDINATOR  
ATTORNEY GENERAL'S OFFICE

Dear Attorney General Bonta:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional Taxpayer Protection and Government Accountability Act initiative (A.G. File No. 21-0042, Amendment #1).

## Background

### State Government

**Taxes and Fees.** This year's state budget spends over \$255 billion in state funds. Over 90 percent of the state budget is funded with revenues from taxes. These include, for example, sales taxes paid on goods and income taxes paid on wages and other sources of income. Much of the rest of the state budget is funded by fees and other charges. Examples include: (1) charges relating to regulatory activities; (2) charges for specific government services or products, like fees charged to drivers to improve roads; (3) charges for entering state property, such as a state park; and (4) judicial fines, penalties, and other charges. The State Constitution requires the state to set fees at a reasonable level, generally reflecting the costs of the services or benefits provided. The state uses revenue from taxes and fees to fund a variety of programs and services, including education, health care, transportation, and housing and homelessness services.

**Current Requirements to Approve Taxes and Fees.** Under the State Constitution, state tax increases require approval by two-thirds of each house of the Legislature or a majority vote of the statewide electorate. The Legislature can reduce taxes with a majority vote of each house, provided the change does not result in an increase in taxes paid by any single taxpayer. In many cases, the Legislature has enacted statutes that delegate its authority to adjust fees and other

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California Legislature  
Gabriel Petek, Legislative Analyst  
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charges to administrative entities, like state departments. In these cases, these charges can be increased or changed by the department within certain limits.

## **Local Government**

***Taxes and Fees.*** The largest local government tax is the property tax, which raises roughly \$75 billion annually. Other local taxes include sales taxes, utility taxes, and hotel taxes. In addition to these taxes, local governments levy a variety of fees and other charges. Examples include parking meter fees, building permit fees, regulatory fees, and judicial fines and penalties. In order to be considered a fee, the charge cannot exceed the reasonable costs to the local government of providing the associated product or service. Local governments use revenues from taxes and fees to fund a variety of services, like fire and police, public works, and parks.

***Current Requirements to Approve Taxes and Fees.*** State law requires increases in local taxes to receive approval of the local governing body—for example, a city council or county board of supervisors—as well as approval of voters in that local jurisdiction. Most proposed taxes require a two-thirds vote of the local governing board before being presented to the voters. Special taxes (those used for a specific purpose) require a two-thirds vote of the electorate while other types of taxes require a majority vote of the electorate. The majority-vote general taxes can be used for any purpose. Recent case law suggests that citizen initiative special taxes may be approved by majority vote, rather than a two-thirds vote. Currently, local governing bodies have the ability to delegate their authority to adjust fees and other charges to administrative entities, like city departments. In these cases, these charges can be increased or changed by the department within certain limits.

## **Proposal**

This measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges.

### **State and Local Government Taxes**

***Expands Definition of Tax.*** The measure amends the State Constitution to expand the definition of taxes to include some charges that state and local governments currently treat as fees and other charges. For example, certain charges imposed for a benefit or privilege granted to a payer but not granted to those not charged would no longer be considered fees. As a result, the measure could increase the number of revenue proposals subject to the higher state and local vote requirements for taxes discussed below.

***Requires Voter Approval for State Taxes.*** The measure increases the vote requirements for increasing state taxes. Specifically, the measure requires that legislatively proposed tax increases receive approval by two-thirds of each house *and* a majority vote of the statewide electorate. Voters would still be able to increase taxes by majority vote of the electorate without legislative action, however. Any state tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

***Requirements for Approving Local Taxes.*** Whether sought by the local governing body or the electorate, the measure establishes the same approval requirements for increasing local

special taxes. Any local tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

***Allowable Uses and Duration of State and Local Tax Revenues Must Be Specified.*** The measure requires state and local tax measures to identify the type and amount (or rate) of the tax and the duration of the tax. State and local government general tax measures must state that the revenue can be used for general purposes.

### **State and Local Government Fees**

***Requires the Legislature and Local Government Bodies to Impose State and Local Fees.*** Fees would have to be imposed by a majority vote of both houses of the Legislature or local governing bodies. The measure would restrict the ability of state and local governments to delegate fee changes to administrative entities. The extent of these restrictions would depend on future court decisions. Any fee approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

***Some New State and Local Fees Could Not Exceed Actual Costs.*** For some categories of fees, if the Legislature or a local governing body wished to impose a new fee or make changes to an existing fee, the measure generally would require that the charge be both reasonable and reflect the actual costs to the state or local government of providing the service. The measure also specifies that actual cost should not exceed “the minimum amount necessary.” In many cases, existing fees already reflect the government’s actual costs. In other cases, some fees would have to more closely approximate the payer’s actual costs in order to remain fees. If a fee payer challenged the charge, the state or local government would need to provide clear and convincing evidence that the fee meets this threshold. State and local governments also would bear the burden of providing clear and convincing evidence that the levy is a fee—which is not subject to a vote by the electorate—and not a tax under the new definition.

### **Fiscal Effects**

***Lower State Tax and Fee Revenue.*** By expanding the definition of a tax, increasing the vote requirements for approving taxes, and restricting administrative changes to fees, the measure makes it harder for the Legislature to increase nearly all types of state revenues. The extent to which revenues would be lower under the measure would depend on various factors, most notably future decisions made by the Legislature and voters. For example, requirements for legislative approval of fee increases currently set administratively could result in lower fee revenues, depending on future votes of the Legislature. That lower revenue could be particularly notable for some state programs largely funded by fees. Due to the uncertainty of these factors, we cannot estimate the amount of reduced state revenue, but it could be substantial.

***Lower Local Government Tax and Fee Revenue.*** Compared to the state, local governments generally face greater restrictions to raising revenue. By expanding the definition of taxes and restricting administrative changes to fees, the measure would make it somewhat harder for local governments to raise revenue. Consequently, future local tax and fee revenue could be lower than they would be otherwise. The extent to which revenues would be lower is unknown, but

fees could be more impacted. The actual impact on local government revenue would depend on various factors, including future decisions by the courts, local governing bodies, and voters.

***Possible Increased State and Local Administrative Costs to Change Some Fee Levels.*** In some cases, state and local departments would need to develop methods for setting fees to reflect actual costs if the Legislature or local governing bodies wanted to change those fees in the future. Estimating actual costs by program and fee source could involve some added workload for those state and local departments, which likely would be supported by fee revenue. The extent of these administrative costs would depend on (1) whether the state and local governments determine a fee increase is needed in order to maintain their current level of programs and services funded through fee revenue and (2) future court decisions.

***Summary of Fiscal Effects.*** We estimate that this measure would have the following major fiscal effects:

- Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.

Sincerely,



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for Gabriel Petek  
Legislative Analyst



---

for Keely Martin Bosler  
Director of Finance



**MVCAC 91st Annual Conference**  
**January 29- February 1, 2023**  
**Anaheim, CA**

**Draft as of 10/17/22-Subject to change**

**Innovative Control Technologies for the Future**

**Sunday January 29, 2023**

- 8:00 am **Trade show set up/move in**
- 10:00am-4:00 pm **Trustee Session (Must purchase trustee ticket to attend)**
  - Trustee roles and responsibilities
  - Lunch break
  - Board busses to OCMVCD for in field demos
  - Return by 4:00 PM
- 2:00 pm **Registration opens (will be there early for 5K registrants)**
- 2:00 pm **MVCAC Outrunning Mosquitoes 5K**
- 4:00-5:00 pm **Moderator training**
- 6:00-8:00 pm **Exhibit Hall open**
- 6:00-8:00pm **Welcome Reception/social events**

**Monday January 30, 2023**

- 7:00am-4:00pm **Exhibitor Show Open**
- 7:00-8:00 am **Morning coffee inside Exhibit Hall**
- 8:00 am- 12:00 pm **Morning sessions:**
- 8:00 am Welcome to the MVCAC Conference/Opening Remarks  
Wakoli Wekesa, MVCAC President Elect
- 8:15 am Dennis Walette, AMCA Updates
- 8:30 am **Plenary Session**
  - Autocidal approaches for suppressing populations of *Aedes aegypti* and *Ae. albopictus* in California  
Stephen Dobson, Ph.D, MosquitoMate, Inc.
  - Genetic approaches to controlling mosquitoes and mosquito-borne pathogens  
Anthony A James PhD, Donald Bren and Distinguished Professor, Depts of Microbiology & Molecular Genetics and Molecular Biology & Biochemistry, University of California, Irvine.
- 10:00 am **Morning Break**

10:30 am **Plenary continues**

- A Sterile Insect Technique Success Story: The History of the Primary Screw Worm Fly and the Cattle Industry  
Bill Donahue, Ph.D, President/Laboratory Director, Sierra Research Laboratories, Inc.

11:15 am **Reeves New Investigator**

12:00-1:15 pm **Poster session lunch (competition to be judged)**

1:30-3:30 pm **Concurrent sessions**

- Session A- Innovations in Mosquito Control
- Session B- Operation Applications in Mosquito Control

**Break**

3:45-5:30 pm **Concurrent sessions**

- Session A- Ticks and Tick-borne diseases
- Session B- Operation Applications continued

**Day Concludes**

**Tuesday January 31, 2023**

7:00am-2:00 pm **Exhibitor Show Open/Continental breakfast**

8:00-10:00 am **Concurrent Sessions**

- Session A- Pesticide and pesticide use
- Session B- Unmaintained swimming pools

**Break**

10:15 am-noon **Concurrent Sessions**

- Session A- Vectors/vertebrate vectors
- Session B- Operations-New techniques and innovations

Noon-1:15 pm **Lunch Break (On Own)**

1:30-3:30 pm **Concurrent Sessions**

- Session -A 100 Years of Responding to Plague in Humans, Animals, and Fleas in California.
- Session B- Community Outreach

**Session's end**

5:00 pm **Social reception/Managers Photo**

6:00 pm **Dinner and evening program**

**Wednesday February 1, 2023**

9:00 am-12 noon **MVCAC BOD meeting**



# 89th Annual Conference

February 27 – March 3, 2023 – Reno, Nevada



## 2023 Preliminary Program

Subject to change – Please continue to check the Annual Meeting website for updates.

### Sunday, February 26, 2023

7:30 am – 5:00 pm Board of Directors Meeting

### Monday, February 27, 2023

1:00 pm – 5:00 pm Committee Meetings  
5:00 pm – 8:00 pm Grand Opening of the Exhibit Hall & Welcome Reception

### Tuesday, February 28, 2023

6:30 am – 7:45 am Welcome Networking Breakfast  
Hosted by the Diversity and Inclusivity Subcommittee  
8:00 am – 12:00 pm Plenary Session  
10:00 am – 10:30 am Break  
12:00 pm – 1:45 pm Exhibits Open  
1:45 pm – 3:15 pm Afternoon Sessions  
3:15 pm – 4:00 pm Ice Cream Social & Break in Exhibit Hall  
4:00 pm – 5:30 pm Afternoon Sessions

### Wednesday, March 1, 2023

7:30 am - 8:30 am Early Break in Exhibit Hall  
8:00 am – 3:00 pm Education Day  
10:00 am – 5:00 pm Trustee/Commissioner Tour  
(Off-Site Event - Ticket Required)  
8:30 am – 10:00 am Morning Sessions  
10:00 am – 10:45 am Break in Exhibit Hall  
10:45 am – 12:15 pm Morning Sessions  
12:15 pm - 1:45 pm Poster Session & Lunch  
12:15 pm- 4:00 pm Exhibits Open  
1:45 pm – 3:15 pm Afternoon Sessions  
3:15 pm - 4:00 pm Donut Social & Break in Exhibit Hall  
4:00 pm - 5:30 pm Afternoon Sessions  
4:00 pm- 5:00 pm Vendor Meeting  
5:30 pm - 6:30 pm Young Professionals Social (Invitation Only Event)  
6:30 pm – 7:30 pm Past Presidents' Reception (Invitation Only Event)

### Thursday, March 2, 2023

8:30 am – 10:00 am Morning Sessions  
8:30 am – 10:45 am Exhibit Hall Open  
10:00 am – 10:45 am Break in Exhibit Hall  
10:45 am – 12:15 pm Morning Sessions  
12:15 pm - 1:45 pm Lunch on Own  
1:45 pm – 3:15 pm Afternoon Sessions  
6:00 pm – 7:00 pm Pre-Banquet Social  
7:00 pm – 9:30 pm Banquet (RSVP or Ticket Required)

### Friday, March 3, 2023

8:30 am – 9:30 am AMCA Annual Members Meeting  
9:30 am - 12:10 pm Board of Directors Meeting  
12:00 pm Meeting adjourns

See you in Texas 2024!

**RESOLUTION NO. 2022-20**

**A RESOLUTION OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES AMENDING THE EMPLOYMENT & POST-RETIREMENT BENEFIT SUMMARY MATRICES FOR TIERS I THROUGH IV**

**RECITALS**

A. The Greater Los Angeles County Vector Control District (“District”) offers employment and post-retirement benefits to its employees according to tiers.

B. The District periodically reviews the employment and post-retirement benefits offered to its employees and makes adjustments to adhere to the District’s goals and current law.

**NOW, THEREFORE, THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES HEREBY RESOLVES:**

1. The District determines that each Finding set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The District hereby amends the summaries for Tiers I through IV to remove the designation of benefit carriers and outdated plan details.
3. Reinstate inadvertently excluded dental and vision coverage for Tier I retirees’ eligible dependents.
4. This Resolution shall take immediate effect following its passage and adoption.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Emily Holman  
President, Board of Trustees

I hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of the Greater Los Angeles County Vector Control District at a regular meeting of the Board of Trustees held on the 8<sup>th</sup> day of December 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Marilyn Sanabria  
Secretary-Treasurer, Board of Trustees

EXHIBIT



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier I Employment & Post-Retirement Benefit Summary Matrix

Tier I - Employees Hired Before 02/01/2009

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHO PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
CalPERS Medical Insurance	✓		1 <sup>st</sup> day of the month following date of hire	Choice of PPO and HMO plans offered by CalPERS. GLACVCD pays the PEMHCA minimum contribution towards CalPERS medical premiums. District pays 100% of the remaining premium cost for the employee and their eligible dependents. This contribution qualifies as a Health Flex Contribution under the GLACVCD Section 125 Plan.
CalPERS 1959 Survivor Benefit	✓	✓	Date of Employment	The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit and die before retirement. This benefit coverage is available by contract amendment for those not covered by Social Security through their employer. Covered members pay a monthly fee which is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.
Dental Benefits	✓		Six (6) months after the date of hire	The District pays 100% of the premium for the employee and their eligible dependents.
Vision Benefits	✓		Six (6) months after the date of hire	The District pays 100% of the premium for the employee and their eligible dependents.
Short-Term Disability Insurance	✓		1 <sup>st</sup> day of the month following hire date	Benefit offered to all full-time regular employees in lieu of CA State Disability Insurance. Employer pays 100% of the premium at a group rate. Benefit provides 60% of weekly income; 7-day waiting period; 8th consecutive day of disability caused by injury/sickness.
Voluntary Insurance Program		✓	Dependent on Carrier and Plan	Voluntary benefit offered to employees. Employee pays 100% of the premium as a paycheck deduction.  Illustrative Insurance Program Examples: accident, cancer, child life, critical illness, FSA, intensive care, life & AD&D, long-term disability, short-term disability, specific health event, spouse/domestic partner life & AD&D.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier I Employment & Post-Retirement Benefit Summary Matrix

Tier I - Employees Hired Before 02/01/2009

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHY PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
<b>Supplemental Retirement Plan: 401(A) Deferred Compensation Plan</b>	✓	✓	The one-year anniversary of date of hire	A federally defined money-purchase plan. District pays 6.75% of employee salary. Employee matching is not required. Employees become fully vested in the program after five (5) years of employment.
<b>Supplemental Retirement Plan: 457 Deferred Compensation Plan</b>		✓	Date of Employment	A federally defined deferred compensation plan that is voluntary.
<b>CalPERS Retirement Plan</b>	✓		Date of Employment	Classic CalPERS Members: 2% at age 55. Employer contributes 100% of the cost, paying the employer and employee portions. GLACVCD pays the PEMHCA minimum contribution towards CalPERS medical premiums.
<b>Retiree Medical – CalPERS</b>	✓		Retirement	District pays 100% of the premium for retired employees who have at least five (5) years of CalPERS service credit, and for their spouses and eligible dependents, subject to any conditions imposed by law and the District's contract with CalPERS. To receive this benefit, an employee must retire from the District, and must satisfy all eligibility conditions for CalPERS medical benefits imposed by law and the District's contract with CalPERS. This amount includes the PEMHCA minimum contribution.
<b>Retiree Dental</b>	✓		Retirement	District pays 100% of the premium for retired employees who have worked at least ten (10) years for the District, and eligible dependents. This benefit ceases for the spouse upon divorce from the retired employee and ceases altogether upon the death of the retired employee.
<b>Retiree Vision</b>	✓		Retirement	District pays 100% of the premium for retired employees who have worked at least ten (10) years for the District, and eligible dependents. This benefit ceases for the spouse upon divorce from the retired employee and ceases altogether upon the death of the retired employee.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier II Employment & Post-Retirement Benefit Summary Matrix

Tier II - Employees Hired On or after 02/01/2009, but before 01/01/2013

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
CalPERS Medical Insurance	✓	1 <sup>st</sup> day of the month following date of hire	Choice of PPO and HMO plans offered by CalPERS. GLACVCD pays the PEMHCA minimum contribution towards CalPERS medical premiums. District pays 100% of the remaining premium cost for the employee and their eligible dependents. This contribution qualifies as a Health Flex Contribution under the GLACVCD Section 125 Plan.
CalPERS 1959 Survivor Benefit	✓	Date of Employment	The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit and die before retirement. This benefit coverage is available by contract amendment for those not covered by Social Security through their employer. Covered members pay a monthly fee which is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.
Dental Benefits	✓	1st day of the month following date of hire	The employee pays 100% of the premium for the employee and their eligible dependents.
Vision Benefits	✓	1st day of the month following date of hire	The employee pays 100% of the premium for the employee and their eligible dependents.
Short-Term Disability Insurance	✓	1 <sup>st</sup> day of the month following hire date	Benefit offered to all full-time regular employees in lieu of CA State Disability Insurance. Employer pays 100% of the premium at a group rate. Benefit provides 60% of weekly income; 7-day waiting period; 8 <sup>th</sup> consecutive day of disability caused by injury/sickness.
Voluntary Insurance Program	✓	Dependent on Carrier and Plan	Voluntary benefit offered to employees. Employee pays 100% of the premium as a paycheck deduction.  Illustrative Insurance Program Examples: accident, cancer, child life, critical illness, FSA, intensive care, life & AD&D, long-term disability, short-term disability, specific health event, spouse/domestic partner life & AD&D.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier II Employment & Post-Retirement Benefit Summary Matrix

Tier II - Employees Hired On or after 02/01/2009, but before 01/01/2013

BENEFIT	WHO PAYS FOR IT? (EMPLOYER) (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
Supplemental Retirement Plan: 457 Deferred Compensation Plan	✓	Date of Employment	A federally defined deferred compensation plan that is voluntary.
CalPERS Retirement Plan	✓	Date of Employment	Classic CalPERS Members: 2% at age 55. Employee pays the contribution of 7% of their salary for the first five (5) years of employment.  After five (5) years of employment, the District will pay the employee and employer portions.  GLACVD pays the PEMHCA minimum contribution towards CalPERS medical premiums. District pays post-retirement health benefits based on employee's completed years of service pursuant to Government Code Section 22893. Retiree must have at least ten years of CalPERS service credit (at least 5 of which are with the District). This amount includes the PEMHCA minimum contribution.
<b>Retiree Medical – CalPERS</b>	✓	<b>Retirement</b>	Government Code Section 22893 Clarification: 10 years District service → 50% health benefit 11 years District service → 55% health benefit 12 years District service → 60% health benefit 13 years District service → 65% health benefit 14 years District service → 70% health benefit 15 years District service → 75% health benefit 16 years District service → 80% health benefit 17 years District service → 85% health benefit 18 years District service → 90% health benefit 19 years District service → 95% health benefit 20 years District service → 100% health benefit  For each annuitant with enrolled family members, the District will contribute an additional 90% of the weighted average of the additional premiums required for enrollment of those family members. To receive this benefit, an employee must retire from the District and must satisfy all eligibility conditions.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier III Employment & Post-Retirement Benefit Summary Matrix

Tier III - Employees Hired On or After 01/01/2013, but before 01/01/2019

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
CalPERS Medical Insurance	✓	1 <sup>st</sup> day of the month following date of hire	Choice of PPO and HMO plans offered by CalPERS. GLACVCD pays the PEMHCA minimum contribution towards CalPERS medical premiums. District pays 100% of the remaining premium cost for the employee and their eligible dependents. This contribution qualifies as a Health Flex Contribution under the GLACVCD Section 125 Plan.
CalPERS 1959 Survivor Benefit	✓	Date of Employment	The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit and die before retirement. This benefit coverage is available by contract amendment for those not covered by Social Security through their employer. Covered members pay a monthly fee which is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.
Dental Benefits	✓	1 <sup>st</sup> day of the month following date of hire	The employee pays 100% of the premium for the employee and their eligible dependents.
Vision Benefits	✓	1 <sup>st</sup> day of the month following date of hire	The employee pays 100% of the premium for the employee and their eligible dependents.
Short-Term Disability Insurance	✓	1 <sup>st</sup> day of the month following hire date	Benefit offered to all full-time regular employees in lieu of CA State Disability Insurance. Employer pays 100% of the premium at a group rate. Benefit provides 60% of weekly income; 7-day waiting period; 8 <sup>th</sup> consecutive day of disability caused by injury/sickness.
Voluntary Insurance Program	✓	Dependent on Carrier and Plan	Voluntary benefit offered to employees. Employee pays 100% of the premium as a paycheck deduction.  Illustrative Insurance Program Examples: accident, cancer, child life, critical illness, FSA, intensive care, life & AD&D, long-term disability, short-term disability, specific health event, spouse/domestic partner life & AD&D.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier III Employment & Post-Retirement Benefit Summary Matrix

Tier III - Employees Hired On or After 01/01/2013, but before 01/01/2019

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHO PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
Supplemental Retirement Plan: 457 Deferred Compensation Plan	✓	✓	Date of Employment	A federally defined deferred compensation plan that is voluntary.
CalPERS Retirement Plan	✓	✓	Date of Employment	Public Employees' Pension Reform Act (PEPRA) CalPERS members: 2% at age 62. Employee pays at least 50% of the total normal cost or the current contribution rate of similarly situated employees, whichever is greater. Employees will be responsible for contributing this amount as long as they are employed by GLACVCD. GLACVCD pays the PEMHCA minimum contribution towards CalPERS medical premiums. District pays post-retirement health benefits based on employee's completed years of service pursuant to Government Code Section 22893. Retiree must have at least ten years of CalPERS service credit (at least 5 of which are with the District). This amount includes the PEMHCA minimum contribution.
Retiree Medical – CalPERS	✓	✓	Retirement	Government Code Section 22893 Clarification: 10 years District service → 50% health benefit 11 years District service → 55% health benefit 12 years District service → 60% health benefit 13 years District service → 65% health benefit 14 years District service → 70% health benefit 15 years District service → 75% health benefit 16 years District service → 80% health benefit 17 years District service → 85% health benefit 18 years District service → 90% health benefit 19 years District service → 95% health benefit 20 years District service → 100% health benefit  For each annuitant with enrolled family members, the District will contribute an additional 90% of the weighted average of the additional premiums required for enrollment of those family members. To receive this benefit, an employee must retire from the District and must satisfy all eligibility conditions.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier IV Employment and Post-Retirement Benefit Summary Matrix

Tier IV - Employees Hired On or After 01/01/2019

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHO PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
CalPERS Medical Insurance	✓	✓	1 <sup>st</sup> day of the month following date of hire	Choice of PPO and HMO plans offered by CalPERS. GLACVCD shall offer employees an "Employer Contribution" per month to cover a remainder of the premium cost for the health plan the employee (and his/her eligible dependents) elects to enroll in. This contribution qualifies as a Health Flex Contribution that the employee may only direct toward health benefits and cannot be cashed out. This Employer Contribution includes the PEMHCA minimum contribution amount, adjusted annually per Government Code section 22892. Employee may pay additional premium amounts pre-tax through the Section 125 plan. The Employer Contribution will be reviewed annually, and it is within GLACVCD's sole discretion to make adjustments.
CalPERS 1959 Survivor Benefit	✓	✓	Date of Employment	The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit and die before retirement. This benefit coverage is available by contract amendment for those not covered by Social Security through their employer. Covered members pay a monthly fee which is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.
Dental Benefits		✓	1st day of the month following date of hire	Voluntary benefit at a group rate. Employee may pay premiums pre-tax through a Section 125 plan.
Vision Benefits		✓	1st day of the month following date of hire	Voluntary benefit at a group rate. Employee may pay premiums pre-tax through a Section 125 plan.
Short-Term Disability Insurance	✓		1 <sup>st</sup> day of the month following date of hire	Benefit offered to all full-time regular employees in lieu of CA State Disability Insurance. Employer pays 100% of the premium at a group rate. Benefit provides 60% of weekly income; 7-day waiting period; 8 <sup>th</sup> consecutive day of disability caused by injury/illness.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier IV Employment and Post-Retirement Benefit Summary Matrix

Tier IV - Employees Hired On or After 01/01/2019

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHO PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
Voluntary Insurance Program		✓	Dependent on Carrier	Voluntary benefit offered to employees. Employee pays 100% of the premium as a paycheck deduction.  Insurance Program Examples: accident, cancer, child life, critical illness, FSA, intensive care, life & AD&D, long-term disability, short-term disability, specific health event, spouse/domestic partner life & AD&D.
Supplemental Retirement Plan: 457 Deferred Compensation Plan		✓	Date of Employment	A federally defined deferred compensation plan that is voluntary.
Retirement Health Reimbursement Arrangement (HRA)	✓		1 <sup>st</sup> date of the month following date of hire	An allowance of \$50 per month ("Allowance") shall be placed in a stand-alone retiree-only health reimbursement account (HRA) and shall be made available to the employee upon termination or retirement provided that the employee has been employed with GLACVCD for five (5) consecutive years. The Allowances shall terminate at the time of employees' termination or retirement.
CalPERS Retirement	✓	✓	Date of Employment	GLACVCD may increase or decrease the amount of the Allowance in its discretion.  Public Employees' Pension Reform Act (PEPRA) CalPERS members: 2% @ @ at age 62. Employee pays at least 50% of the total normal cost or the current contribution rate of similarly situated employees, whichever is greater. Employees will be responsible for contributing this amount as long as they are employed by GLACVCD.
Retiree Medical - CalPERS	✓	✓	Retirement	District pays for each retiree the amount necessary for enrollment in a health benefits plan up to a maximum of the PEMHCA Minimum contribution per month, plus administrative fees.

**RESOLUTION NO. 2022-21**

**A RESOLUTION OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES AMENDING THE SECTION 125 FLEXIBLE BENEFIT PLAN**

**RECITALS**

A. The Greater Los Angeles County Vector Control District (“District”) offers employment and post-retirement benefits to its employees according to tiers.

B. The District periodically reviews its Section 125 Flexible Benefit Plan to ensure that the Plan adheres to the District’s goals and current law. The District wishes to lower the minimum hours of service required for employees to become eligible under the Section 125 Plan.

**NOW, THEREFORE, THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES HEREBY RESOLVES:**

1. The District determines that each Finding set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The District hereby approves the change in the minimum hours of service per week required for employees to become eligible under the Section 125 Plan from 30 hours to 25 hours.
3. The District hereby approves the Cafeteria Allotment increase for Tier IV employees to \$900/month (employee only); \$1,775/month (employee plus one) and \$2,275 (employee plus family).
4. This Resolution shall take effect the first of the month following its passage and adoption.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of December 2022.

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Emily Holman  
President, Board of Trustees

I hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of the Greater Los Angeles County Vector Control District at a regular meeting of the Board of Trustees held on the 8<sup>th</sup> day of December 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Marilyn Sanabria  
Secretary-Treasurer, Board of Trustees

EXHIBIT F

**PLAN DOCUMENT  
SECTION 125  
FLEXIBLE BENEFIT PLAN**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*

EXHIBIT F

**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
<b>Address:</b>	12545 FLORENCE AVE SANTA FE SPRINGS, CA 90670
<b>Employer Identification Number:</b>	95-6000463
<b>Nature of Business:</b>	COUNTY- MOSQUITO VECTOR DISTRICT
<b>Name of Plan:</b>	GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT Flexible Benefit Plan
<b>Plan Number:</b>	501
<b>Plan Description:</b>	125/Flex

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	January 1, 2008
<b>If Amendment to existing plan, effective date of amendment:</b>	January 1, 2023

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of the month following employment
<b>Retiree Wording:</b>	N/A
<b>Minimum Hours:</b>	All employees with 25 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
<b>Age:</b>	Minimum age of 0.0 years.

**D. PLAN YEAR**

The current plan year will begin on January 1, 2023 and end on December 31, 2023.

Each subsequent plan year will begin on January 1 and end on December 31. 2

Each subsequent plan year will begin on January 1 and end on December 31.

EXHIBIT F

## **E. EMPLOYER CONTRIBUTIONS**

### **Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Tier I: Employees hired before 2/1/2009 Tier II: Employees hired 2/1/2009 - 12/31/2012 Tier III: Employees hired 1/1/2013 - 12/31/2018 Tier IV: Employees hired on or after 1/1/2019 Tier V: Employees hired on or after 4/1/2023 in the classifications of "Seasonal Help"

**MEDICAL:** Tier I, II, and III employees: District pays 100% of CalPERS Medical for employee and dependents. Participants may not opt to receive this Non-Elective Contribution as a taxable cash benefit. Tier IV employees: A monthly benefit bank of \$900 per month for Employee only; \$1,775 per month for Employee plus 1; and \$2,275 per month for family to be used toward medical, dental, or vision plans chosen. This Non-Elective Employer Contribution includes the PEMHCA minimum contribution amount. Participants may not opt to receive these Non-Elective Contributions as a taxable cash benefit. Employer will contribute \$50 per month into a retirement HRA account. Tier V employees: A monthly benefit bank of \$600 per month for Employee only, Employee plus 1, or for family to be used toward medical plan chosen. This Non-Elective Employer Contribution includes the PEMHCA minimum contribution amount. Participants may not opt to receive these Non-Elective Contributions as a taxable cash benefit.

**DENTAL and VISION:** Tier 1 employees only: District pays 100% for employee and dependents. **OPT-OUT** (Employees in Tiers I, II, and III only): Employer adopts an Eligible Opt-Out Arrangement, as described in Section 4.06. Employees may opt-out of medical coverage and receive \$250 month (Employee only) or \$450 month (Family) as taxable cash with proof of other minimum essential coverage in compliance with the Eligible Opt-Out Arrangement. Proof must be provided prior to the start of the plan year or initial eligibility. If proof of coverage is not provided, no opt out cash will be provided, the next opportunity to receive opt-out cash will be next open enrollment.

**Elective Contributions  
(Salary Reduction):**

OPT-OUT (Employees in Tier IV): Employer adopts an Eligible Opt-Out Arrangement, as described in Section 4.06. Employees may opt-out of medical coverage and receive \$250 month (Employee only) or \$450 month (Family) as taxable cash with proof of other minimum essential coverage in compliance with the Eligible Opt-Out Arrangement. Proof must be provided prior to the start of the plan year or initial eligibility. If proof of coverage is not provided, no opt out cash will be provided.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$37000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)  
**Aflac Hospital Indemnity | American Fidelity Assurance Company  
Accident Only | CalPERS |**  
Eligibility Requirements for Participation, if different than Item C.
2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)  
  
N/A  
Eligibility Requirements for Participation, if different than Item C.
3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)  
  
**American Fidelity Assurance Company C-11 and subsequent policies |**  
Eligibility Requirements for Participation, if different than Item C.
4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)  
  
**The Standard Dental | N/A Vision |**  
Eligibility Requirements for Participation, if different than Item C.
5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.  
  
The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)  
  
N/A  
  
Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.  
Eligibility Requirements for Participation, if different than Item C.
6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$5000.00 per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$0.00 per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - \$2850.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period:** The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are** elected.

**Carryover:** The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Maximum: \$ per Plan Year.

**HEART Act:** The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted \_\_\_\_\_.

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT -**  
(Name of Employer)

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

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

**APPENDIX A**

**Related Employers that have adopted this Plan**

**Name(s):**

N/A

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**

**PD – 0820 Document ID # 152802MCP #97901 Effective Date:01/01/2023 11/30/22 7:08 AM**

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$550, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
  - b. The date the Participant ceases to work for the Employer as an eligible Employee; or
  - c. The date of termination of the Plan; or
  - d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he or she were still an active Employee. If the Employee opts to continue coverage, the Employee may pay Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to leave, or as otherwise required by the FMLA.

## SECTION IV

## CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his or her election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, domestic partnership, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his or her previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, domestic partnership, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse, domestic partner, or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or domestic partner or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his or her pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or domestic partner or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
  - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 25 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 25 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, domestic partner, former domestic partner, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse, domestic partner or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## SECTION VII

### GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## SECTION VIII

### MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

### 8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
  - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

**SECTION IX**

**DEPENDENT CARE REIMBURSEMENT PLAN**

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
  - a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
  - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
  - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
  - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.

- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

## SECTION XI

### AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## SECTION XII

### ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
  2. reference to the specific Plan provision on which the denial is issued;
  3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
  4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### SECTION XIII

#### MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

## SECTION XIV

### TEMPORARY COVID RELIEF AMENDMENT

- 14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
  - b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
  - c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
  - d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
  - e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
  - f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
  - g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
  - h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
  - i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

**RESOLUTION NO. 2022-22**

**A RESOLUTION OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES ESTABLISHING EMPLOYEE BENEFITS FOR TIER V EMPLOYEES AND CREATING THE EMPLOYMENT & POST-RETIREMENT BENEFIT SUMMARY MATRIX FOR TIER V**

**RECITALS**

- A. The Greater Los Angeles County Vector Control District (“District”) offers employment and post-retirement benefits to its employees according to tiers.
- B. The District periodically reviews the employment and post-retirement benefits offered to its employees and makes adjustments to adhere to the District’s goals and current law.
- C. The District wishes to create a new tier for employees who are classified as Seasonal employees, and to provide employment and post-retirement benefits for these employees.

**NOW, THEREFORE, THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES HEREBY RESOLVES:**

- 1. The District determines that each Finding set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
- 2. The District hereby approves the creation of a Tier V for employees classified as Seasonal employees.
- 3. The District hereby approves the Employment & Post-Retirement Benefit Summary Matrix for Tier V, which provides medical coverage for active employees in Tier V, and retirement coverage pursuant to PEMHCA requirements for eligible retired employees in Tier V.
- 4. This Resolution shall take effect for Seasonal employees hired on or after April 1, 2023.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of December 2022.

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Emily Holman  
President, Board of Trustees

I hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of the Greater Los Angeles County Vector Control District at a regular meeting of the Board of Trustees held on the 8<sup>th</sup> day of December 2022.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Marilyn Sanabria  
Secretary-Treasurer, Board of Trustees

EXHIBIT



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier V Employment and Post-Retirement Benefit Summary Matrix

Tier V- Employees Hired as “Seasonal Help” Classifications

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHO PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
<b>CalPERS Medical Insurance</b>	✓	✓	1 <sup>st</sup> day of the month following date of hire	Choice of PPO and HMO plans offered by CalPERS. GLACVCD shall offer employees an “Employer Contribution” per month to cover a remainder of the premium cost for the health plan the employee (and his/her eligible dependents) elects to enroll in. This contribution qualifies as a Health Flex Contribution that the employee may only direct toward health benefits and cannot be cashed out. This Employer Contribution includes the PEMHCA minimum contribution amount, adjusted annually per Government Code section 22892. Employee may pay additional premium amounts pre-tax through the Section 125 plan. The Employer Contribution will be reviewed annually, and it is within GLACVCD’s sole discretion to make adjustments.
<b>CalPERS 1959 Survivor Benefit</b>	✓	✓	Date of Employment	The 1959 Survivor Benefit provides a monthly allowance to eligible survivors of members who were covered for this benefit and die before retirement. This benefit coverage is available by contract amendment for those not covered by Social Security through their employer. Covered members pay a monthly fee which is deducted from your salary specifically to fund the 1959 Survivor Benefit Program.



# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

## Tier V Employment and Post-Retirement Benefit Summary Matrix

Tier V - Employees Hired as "Seasonal Help" Classifications

BENEFIT	WHO PAYS FOR IT? (EMPLOYER)	WHO PAYS FOR IT? (EMPLOYEE)	WHEN ARE YOU ELIGIBLE?	WHAT DO YOU RECEIVE?
<b>CalPERS Retirement</b>	✓	✓	<b>Date of Employment</b>	Public Employees' Pension Reform Act (PEPRA) CalPERS members: 2% @ at age 62. Employee pays at least 50% of the total normal cost or the current contribution rate of similarly situated employees, whichever is greater. Employees will be responsible for contributing this amount as long as they are employed by GLACVCD.
<b>Retiree Medical - CalPERS</b>	✓	✓	<b>Retirement</b>	District pays for each retiree the amount necessary for enrollment in a health benefits plan up to a maximum of the PEMHCA Minimum contribution per month, plus administrative fees. Employee must be vested with CalPERS and retire from the District with at least five (5) years of service.