



Compton Creek Mosquito Abatement District  
1224 South Santa Fe Ave. • Compton, CA 90221  
Tel. / Fax: (310) 933-5321 • [www.comptoncreekmad.org](http://www.comptoncreekmad.org)  
e-mail: [info@comptoncreekmad.org](mailto:info@comptoncreekmad.org) or [comptoncreekmad@earthlink.net](mailto:comptoncreekmad@earthlink.net)

**REGULAR MEETING  
OF THE BOARD OF TRUSTEES OF THE  
COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
TO BE HELD AND HOSTED BY  
TELECONFERENCE AT THE FOLLOWING LOCATION:**

**TRUSTEES:**

*President*

**Micah Ali**

*County of Los Angeles*

*Vice President*

**Janna Zurita**

*County of Los Angeles*

*Board Secretary*

**Margaret D. Comer**

*County of Los Angeles*

*Trustee*

**John Shelton**

*City of Long Beach*

*Trustee*

**Jonathan Bowers**

*City of Compton*

*General Manager*

**Mitchel R. Weinbaum**

**COMPTON CREEK MOSQUITO ABATEMENT DISTRICT HEADQUARTERS  
1224 S. SANTA FE AVE. COMPTON, CA 90221**

**TELECONFERENCE TELEPHONE NUMBER – 1-(605) 475-4855  
ACCESS CODE NUMBER – 721557#**

**10:45 AM MONDAY NOVEMBER 7, 2022**

**AGENDA**

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, payment of any bill, approval of any matter or action, or any other action. Items listed "For Information" or "For Discussion" may also be subject of an "action" taken by the Board at the same meeting.

**1. DETERMINATION OF A QUORUM**

**2. PLEDGE OF ALLEGIANCE**

**3. ADDITIONAL ITEMS TO THE AGENDA**

Determine the need to add items to the agenda. In order for the Board to add an item to the agenda, it must make a determination that: (a) the item came to the attention of the Board after posting the agenda; (b) that there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add an item in question to the agenda for consideration consistent with provisions of the Brown Act.

**4. PUBLIC COMMENTS**

*The District includes the communities of:*

**Compton, East Rancho Dominguez, Enterprise, Mona Park, North Long Beach,  
Rosewood, West Rancho Dominguez and Willowbrook**

**5. CONSENT CALENDAR**

Consent Calendar items are considered routine by the Board of Trustees and will be adopted in one motion. There are no separate discussions of these items unless a Board member so requests, in which event the item will be removed from the Consent Calendar and considered separately immediately following action on the remaining items.

**A. MINUTES OF THE MEETINGS OF OCTOBER 10, 2022.**

Staff Recommendation: Approve the minutes of the District's previous meetings as submitted. An audio recording of this meeting is available at the District Office.

**B. FINANCIAL STATEMENT FOR SEPTEMBER 2022**

Staff Recommendation: Approve this financial statement as submitted.

**C. REQUISITIONS NUMBERS 13 THROUGH 15**

Staff Recommendation: Approve these requisitions as submitted. These requisitions are the documents explaining all the District's expenditures for the month of November 2022.

**6. GENERAL MANAGER'S REPORT**

**7. NEW BUSINESS**

**A. BOARD CONSIDERATION AND ACTION REGARDING RESOLUTION 18-2022, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF LEGISLATIVE BODIES.**

Staff Recommendation: Approve this resolution. Per AB 361, authorizes continued use of teleconferencing for Board meeting in accordance with the Brown Act.

**B. BOARD TO REVIEW AND RECEIVE AND FILE SURVEYOR CONTRACT FOR COMPLETION OF MAPS FOR DISTRICT ANNEXATION**

Staff Recommendation: Receive and file the surveyor contract with NV5 surveyors.

**C. BOARD CONSIDERATION AND ACTION REGARDING RESOLUTION 19-2022, APPROVING THE AGREEMENT FOR ANNEXATION SERVICES.**

Staff Recommendation: Approve this Resolution. This Resolution explains the need for the District requiring surveyor services, how the notice requiring services were distributed and the cost \$35,532 (thirty-five thousand five hundred thirty-two) for surveyor services.

**D. BOARD CONSIDERATION AND ACTION REGARDING RESCISSION OF RESOLUTION 13-2022**

Staff Recommendation: Approve the rescission of this resolution, that approved surveyor services at the cost of \$32,886 (thirty-two thousand, eight hundred eighty-six).

**E. BOARD CONSIDERATION AND ACTION ON RESOLUTION 20-2022,  
APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023.**

Staff Recommendation: Approve this resolution which amends the fiscal year 2022-2023 budget to cover costs associated with the District's annexation plan.

**7. SET DATE FOR THE NEXT MEETING**

**8. ADJOURNMENT**

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the Board meeting, please contact General Manager Mitchel R. Weinbaum at (310) 933-5321 for assistance to enable the District to make reasonable accommodations.

All public records relating to an item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 1224 S. Santa Fe Ave. Compton, CA 90221

Compton Creek Mosquito Abatement District  
Agenda Page 5, November 7, 2022

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the District Manager at, or prior to, the public meeting. Any written correspondence delivered to the General Manager before the District’s final action on a matter will become a part of the administrative record.

MICAH ALI  
BOARD PRESIDENT

MARGARET COMER  
BOARD SECRETARY

CRAMMER INC.  
8020 2<sup>ND</sup> STREET  
DOWNEY, CALIFORNIA 90241  
(562) 923-9436

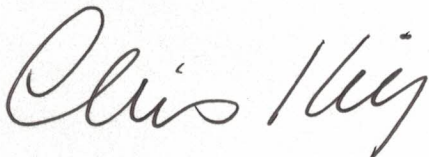
BOARD OF DIRECTORS  
COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
1224 SO. SANTA FE AVENUE  
COMPTON, CA. 90221

GENTLEMEN:

WE HAVE COMPILED THE ACCOMPANYING BALANCE SHEET OF COMPTON CREEK MOSQUITO ABATEMENT DISTRICT A CALIFORNIA CORPORATION, AS OF SEPTEMBER 30, 2022, AND THE RELATED INCOME STATEMENT FOR THE ONE MONTH AND THREE MONTHS THEN ENDED, IN ACCORDANCE WITH STANDARDS ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

A COMPILATION IS LIMITED TO PRESENTING IN THE FORM OF FINANCIAL STATEMENTS INFORMATION THAT IS THE REPRESENTATION OF MANAGEMENT. WE HAVE NOT AUDITED OR REVIEWED THE ACCOMPANYING FINANCIAL STATEMENTS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON THEM.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES AND THE STATEMENTS OF CASH FLOWS REQUIRED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. IF THE OMITTED DISCLOSURES AND THE STATEMENTS OF CASH FLOWS WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE COMPANY'S FINANCIAL POSITION, RESULTS OF OPERATIONS, AND CASH FLOWS. ACCORDINGLY, THESE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.



November 1, 2022

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT

Balance Sheet

Cash Basis

As of September 30, 2022

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	<u>Sep 30, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1040 · Cash in County	807,507.40
1050 · B of A Checking Account	<u>23,956.67</u>
<b>Total Checking/Savings</b>	831,464.07
<b>Other Current Assets</b>	
1401 · Taxes Receivable	30,138.35
1402 · Interest Receivable	<u>1,114.09</u>
<b>Total Other Current Assets</b>	<u>31,252.44</u>
<b>Total Current Assets</b>	862,716.51
<b>Fixed Assets</b>	
1510 · Land	13,014.00
1520 · Building	11,981.00
1560 · Furniture & Equipment	148,364.41
1570 · Capital Improvements	100,694.81
1580 · Construction in Progress	<u>41,287.15</u>
<b>Total Fixed Assets</b>	<u>315,341.37</u>
<b>TOTAL ASSETS</b>	<u><u>1,178,057.88</u></u>

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT

Balance Sheet

Cash Basis

As of September 30, 2022

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	<u>Sep 30, 22</u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2210 · Federal Withholding Taxes	2,743.76
2220 · State Withholding Taxes	2,329.02
2240 · Accounts Payable	1,407.23
2340 · Deferred Revenues	23,468.09
2350 · Accrued Sick Leave	21,989.88
	<hr/>
<b>Total Other Current Liabilities</b>	51,937.98
	<hr/>
<b>Total Current Liabilities</b>	51,937.98
	<hr/>
<b>Total Liabilities</b>	51,937.98
<b>Equity</b>	
2750 · General Fixed Asset Fund	315,341.37
2800 · General Fund Balance	686,796.12
32000 · Retained Earnings	196,979.08
Net Income	-72,996.67
	<hr/>
<b>Total Equity</b>	1,126,119.90
	<hr/>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>1,178,057.88</u></b>



**COMPTON CREEK MOSQUITO ABATEMENT DISTRICT**

**Profit & Loss**

September 2022

Cash Basis

	<u>Sep 22</u>	<u>Jul - Sep 22</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
3001 · Taxes Current Secured	0.00	4,617.86	0.0%
3002 · Taxes Current Unsecured	0.00	1,406.03	0.0%
3003 · Taxes Prior Secured	0.00	12,848.14	0.0%
3004 · Taxes Prior Unsecured	0.00	204.62	0.0%
3801 · Interest Income	714.10	1,351.40	100.0%
<b>Total Income</b>	<b>714.10</b>	<b>20,428.05</b>	<b>100.0%</b>
<b>Net Ordinary Income</b>	<b>714.10</b>	<b>20,428.05</b>	<b>100.0%</b>
<b>Net Income</b>	<b>714.10</b>	<b>20,428.05</b>	<b>100.0%</b>

**COMPTON CREEK MOSQUITO ABATEMENT DISTRICT**

Profit & Loss

September 2022

Cash Basis

	<u>Sep 22</u>	<u>Jul - Sep 22</u>	<u>% of Expense</u>
<b>Expense</b>			
6100 · Salaries	13,657.00	41,163.00	48.3%
6102 · Trustee Funds	500.00	1,500.00	1.8%
6110 · FICA Expense	1,084.00	3,266.68	3.8%
6121 · Unemployment Insuran...	0.00	1,384.00	0.0%
6131 · Laundry Expense	100.00	800.00	0.4%
6132 · Maintenance – Building	571.62	918.53	2.0%
6140 · Memberships	0.00	155.00	0.0%
6142 · Office Expense	0.00	174.45	0.0%
6145 · Public Education	3,029.00	9,138.85	10.7%
6150 · Professional Services	6,383.01	10,678.84	22.6%
6160 · Insecticides	126.74	126.74	0.4%
6162 · Gas, Oil, & Maintenance	492.89	1,776.02	1.7%
6171 · Travel & Transportation	958.97	2,258.97	3.4%
6172 · Utilities	469.08	1,319.54	1.7%
6180 · CalPers Retirement	882.70	2,998.10	3.1%
6190 · Insurance - General	0.00	15,766.00	0.0%
<b>Total Expense</b>	<b>28,255.01</b>	<b>93,424.72</b>	<b>100.0%</b>
<b>Net Ordinary Income</b>	<b>-27,540.91</b>	<b>-72,996.67</b>	<b>-97.5%</b>
<b>Net Income</b>	<b>-27,540.91</b>	<b>-72,996.67</b>	<b>-97.5%</b>



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November 15, 2022

**TRUSTEES:**

*President*  
**Micah Ali**  
 County of Los Angeles

*Vice President*  
**Janna Zurita**  
 County of Los Angeles

*Board Secretary*  
**Margaret D. Comer**  
 County of Los Angeles

*Trustee*  
**John Shelton**  
 City of Long Beach

*Trustee*  
**Jonathan Bowers**  
 City of Compton

*General Manager*  
**Mitchel R. Weinbaum**

**REQUISITION #13**  
 Sal & Bills 1<sup>st</sup> ½ Nov. 2022

	<u>#</u>		<u>FED TAX</u>	<u>STATE</u>	<u>FICA</u>	<u>PERS</u>	<u>CU</u>	<u>NET</u>
	<u>#6100</u>	Mitchel R. Weinbaum						
	<u>GROSS</u>		\$775.00	\$325.00	\$368.16	\$332.22	\$350.00	\$ 2662.12
	<u>#6180</u>	CalPERS (MRW + District)						\$ 773.57
		Mitchel R. Weinbaum						\$ 350.00
	<u>#6172</u>	The Gas Co.						\$ 24.18
	<u>#6131</u>	Cintas						\$ 300.00
	<u>#6132</u>	US Bank						\$ 102.02
	<u>#6145</u>	US Bank (Job Ads)						\$ 1198.95
	<u>#6162</u>	US Bank						\$ 12.09
	<u>#6172</u>	US Bank						\$ 132.97

APPROVED: \_\_\_\_\_ DATE \_\_\_/\_\_\_/\_\_\_\_\_

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 Compton, East Rancho Dominguez, Enterprise, Mona Park, North Long Beach,  
 Rosewood, West Rancho Dominguez and Willowbrook



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November 7, 2022

**TRUSTEES:**

*President*  
**Micah Ali**  
 County of Los Angeles

*Vice President*  
**Janna Zurita**  
 County of Los Angeles

*Board Secretary*  
**Margaret D. Comer**  
 County of Los Angeles

*Trustee*  
**John Shelton**  
 City of Long Beach

*Trustee*  
**Jonathan Bowers**  
 City of Compton

*General Manager*  
**Mitchel R. Weinbaum**

REQUISITION # 14  
 Trustee Fees, Nov. 2022

<b>#6102</b>	<b>Micah Ali</b>				
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>		<u>NET</u>
\$100.00	0	0	\$7.65	\$	92.35
<b>#6102</b>	<b>Janna Zurita</b>				
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>		
\$100.00	0	0	\$7.65	\$	92.35
<b>#6102</b>	<b>Margaret Comer</b>				
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>		
\$100.00	0	0	\$7.65	\$	92.35
<b>#6102</b>	<b>Jon Shelton</b>				
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>		
\$100.00	0	0	\$7.65	\$	92.35
<b>#6102</b>	<b>Jonathan Bowers</b>				
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE TAX</u>	<u>FICA</u>		
\$100.00	0	0	\$7.65	\$	92.35

APPROVED: \_\_\_\_\_ DATE \_\_\_/\_\_\_/\_\_\_

*The District includes the communities of:*  
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November 30, 2022

REQUISITION #15  
 Sal & Bills 2<sup>nd</sup> ½ Nov. 2022

TRUSTEES:

*President*  
**Micah Ali**  
*County of Los Angeles*

*Vice President*  
**Janna Zurita**  
*County of Los Angeles*

*Board Secretary*  
**Margaret D. Comer**  
*County of Los Angeles*

*Trustee*  
**John Shelton**  
*City of Long Beach*

*Trustee*  
**Jonathan Bowers**  
*City of Compton*

*General Manager*  
**Mitchel R. Weinbaum**

<u>#6100</u>	Mitchel R. Weinbaum						
<u>GROSS</u>	<u>FED TAX</u>	<u>STATE</u>	<u>FICA</u>	<u>PERS</u>	<u>CU</u>	<u>NET</u>	
\$4812.50	\$775.00	\$325.00	\$368.16	\$332.22	\$350.00	\$ 2662.12	
Compton Creek MAD: #2200 - \$1550.00 #6110 - \$1549.14						\$ 3099.14	
<u>#6180</u>	CalPERS (MRW + District)					\$ 773.57	
	Mitchel R. Weinbaum					\$ 350.00	
<u>#6172</u>	Compton Water Dept.					\$ 95.64	
<u>#6172</u>	SoCal Edison					\$ 100.74	
<u>#6150</u>	Crammer & King Services					\$ 195.00	
<u>#6145</u>	Kevin Trommer					\$ 3000.00	

APPROVED: \_\_\_\_\_ DATE \_\_\_/\_\_\_/\_\_\_\_\_

*The District includes the communities of:*  
 Compton, East Rancho Dominguez, Enterprise, Mona Park, North Long Beach,  
 Rosewood, West Rancho Dominguez and Willowbrook

**COMPTON CREEK MOSQUITO ABATEMENT DISTRICT**  
**GENERAL MANAGER'S REPORT FOR OCTOBER 2022**

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**WEATHER**

Temperatures at Noon:      High – 78      Low – 56      Average – 68

Days Clear – 11              Overcast –10

Service Requests – One              Rain – 1/4"

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**OPERATIONAL REPORT**

The District's winter-time inspection and spraying program began this month. Since cooler temperatures aid in slowing or eliminating mosquito-breeding sources, the District's normal spraying operations are halted, and spraying is performed only when mosquito-breeding is found.

Inspections continue to be performed, and residents are continuously updated on steps they can take in helping to control mosquitoes throughout the District.

The problems with neglected swimming pools, usually a prime mosquito-breeding source, remained minimal during the month. We continue to see positive impacts from the cooperative efforts between the District and residents earlier this year, which allowed District personnel to drain the water from their neglected swimming pools. This month, no swimming pool inspections were performed.

Street gutters, box drains, and catch basins continue to receive our full attention. There is standing water on virtually every street in the District, with all of them having the potential to breed mosquitoes. This month, five mosquito-breeding sources were found, and they were treated at the time of the inspection.

Due to rain during the month, which flushes out any standing water, no inspections of the Compton Creek were performed.

Regarding mosquito-borne diseases, such as West Nile virus (WNV), historically, the late summer months produce the highest WNV results. After being bitten by a mosquito, it can take up to 6 to 8 weeks for the virus to take effect on humans, meaning that anyone impacted was bitten by a mosquito sometime in August or September, the warmest time of the summer throughout California and when mosquitoes are most prevalent. At the time of this writing, there are currently 99 human cases and 6 fatalities. There has been no evidence of WNV in the District and only a nominal amount in Los Angeles County. Most of the state's WNV infections originate in Tulare County in the San Joaquin Valley in Central California.

## **MANAGER'S REPORT**

The District has continued its public awareness campaign to promote public safety through effective mosquito control and shared public responsibility. Social media platforms are updated daily with information, stories, and examples of how to protect yourself from mosquitoes. District personnel are also in the field every day distributing mosquito awareness literature that promotes the District's message directly to residents. Finally, when available, the District participates in City-wide events with an informational booth, literature about mosquitoes, and swag for all attendees.

## **COVID-19**

Both District employees are fully vaccinated against the COVID-19 virus. However, as a health safeguard, District personnel continue to wear masks and gloves when out in public. District vehicles will continue to be equipped with soap bottles, disposable gloves, homemade masks, and respirators, if needed, for spraying purposes. District personnel are always masked and practice social distancing while working in the District shop and backyard.

## **Job Position Vacancy Announcement**

The announcement for the District to fill its new job position, Assistant to the General Manager, has been published on various portals that the Board previously reviewed. The District will be using the following portals for the job announcement: Indeed, District social media accounts, the Mosquito and Vector Control Association of California job vacancy list, the California Special District Association jobs board, the Los Angeles Times, and NEOgov.

An interview panel consisting of three district managers has been arranged for the interview process, and questions for the interviewers are being refined.

## **Resolutions and other Documents for Board Approval and Rescission**

- Surveyor Contract, the Board had two questions about this contract that needed more clarification:
  1. How many maps does the surveyor need to create?

Answer – After consulting with District counsel and the surveyor, it was determined that eleven maps need to be created.

2. On the surveyor agreement, item 2 – Term, it states, "consultant completes the services within 90 days or 365 days following the effective date of this agreement", with the question being if the surveyor stated completion in 90 days, why are 365 days mentioned?

Answer – surveyor stated 90 days for completion of the maps. The 365 days cover any delays that occur after the maps are submitted to the Local Agency Formation

Commission (LAFCO). Normally, LAFCO, after review, will ask for more information or other items regarding the maps, thus extending the timeline.

### Annexation Timeline

I spoke with the Executive Director of LAFCO about a timeline regarding the District annexation plan.

During this discussion, I stated that it would be beneficial for agencies who are going through the annexation process for the first time, like the District, to have a guideline as to the steps of this process. To that end, he produced a document for the District that explained the timetable for the completion of this annexation plan of the District and this document will be included the Board meeting documents.

- Resolution 19-2022, this resolution approves the surveyor contract at the cost of \$35,532.

Need – The amount of the contract increased because of the need for 11 maps instead of 10. Resolution 13-2022 approved \$32,886 for the surveyor contract, and this new surveyor contract is for #35,532 for the completion of 11 maps for annexation.

- Resolution 13-2022, Resolution 19-2022 supersedes Resolution 13-2022 mitigating Resolution 13-2022 due to cost changes in the surveyor contract. I am asking the Board to rescind Resolution 13-2022.
- Resolution 20-2022, this resolution approves amending the fiscal year 2022-2023 operating budget to cover costs associated with the District's annexation plans. Resolution 14-2022 authorized the transfer of funds to cover costs associated with the District's annexation plans. This resolution approves amending the budget to show the movement of these funds.



### Meetings and Conferences

Health concerns permitting, the Mosquito and Vector Control Association of California (MVCAC) will host its annual in-person conference in Anaheim from January 29-February 19, 2023.

Additionally, the American Mosquito Control Association (AMCA) will host its annual in-person conference in Reno, NV, from February 27 through March 3, 2023. The AMCA also announced that its next annual conference will be held in Dallas, TX.

Respectfully submitted,

Mitchel R. Weinbaum  
General Manager

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COMPTON CREEK MOSQUITO ABATEMENT DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF COMPTON CREEK MOSQUITO ABATEMENT DISTRICT PURSUANT TO AB 361.**

**RESOLUTION 18-2022**

WHEREAS, the Compton Creek Mosquito Abatement District is committed to preserving and nurturing public access and participation in meetings of the Board of Trustees; and

WHEREAS, all meetings of the Compton Creek Mosquito Abatement District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

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

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdiction that are within the District's boundaries, caused by natural, technological, or human-caused caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, Governor Newsom's Executive Order N-15-21 declaring a state of emergency remains active; and

WHEREAS, State and local officials (including the County of Los Angeles) continue to impose or recommend measures to promote social distancing; and

WHEREAS, the Board previously found that meetings of the legislative bodies of the Compton Creek Mosquito Abatement District may be conducted without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953; and

WHEREAS, pursuant to provisions of the Brown Act, meeting agendas are posted at the District's headquarters facility and on the District's website.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE COMPTON CREEK MOSQUITO ABATEMENT DISTRICT DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

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

Section 2. Governor Emergency Active, and Social Distancing Remains in Effect. The Board hereby confirms that the State of Emergency proclaimed by the governor remains active, the Board has reconsidered the circumstances of the State of Emergency, and State and local officials (including the County of Los Angeles) continue to impose or recommend measures to promote social distancing.

Section 3. Remote Teleconferencing Meetings. The General Manager and the Board of the Compton Creek Mosquito Abatement District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with government Code section 54953 (e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days unless further extended by the Board upon the Board's adoption of a subsequent resolution in accordance with Government Code section 54953 (e) (3) to extend the time during which the legislative body of the Compton Creek Mosquito Abatement District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED and ADOPTED by the Board of Trustees of the Compton Creek Mosquito Abatement District, this \_\_\_\_ day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

**AGREEMENT FOR  
INDEPENDENT CONSULTANT/PROFESSIONAL SERVICES  
BY AND BETWEEN  
COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
AND  
NV5**

This Independent Consultant Agreement for Professional Services (“**Agreement**”) is made and entered into as of November 15, 2022, by and between the **Compton Creek Mosquito Abatement District** (“**District**”) and NV5 (“**Consultant**”) (individually a “**Party**” or collectively the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is authorized by Government Code section 4526 to select and contract for professional services of land surveying on the basis of demonstrated competence and professional qualifications for the satisfactory performance of the Services (defined below); and

**WHEREAS**, the District is authorized by Government Code section 53060 to select and contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the Services pursuant to this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (“**Services**”). The Services will generally consist of the following:
  - 1.1. The Services shall be performed on the following project(s) / site(s) (“**Project**”):

Preparing geographic descriptions and maps of the 11 annexation areas (9c, 9g, 9h, 9i, 9j, 9m, 9n, 9o, 9p, 9q, and 9r), as required by the Local Agency Formation Commission, and to provide a list of the assessor’s parcel numbers for each annexation area,

as further described in the Consultant’s Project Scope attached hereto as **Exhibit “A”**.
  - 1.2. The Services may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Services. The provisions of this Agreement shall apply to the Services, without regard to the status of the remaining Project component(s).
2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the time Consultant completes the Services within 90 days or 365 days following the effective date of this Agreement (“**Term**”).
3. **Submittal of Documents.** The Consultant shall not commence Services until Consultant has submitted, and the District has approved, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required, as indicated below:

<u>    X    </u>	Signed Agreement
<u>    X    </u>	Workers' Compensation Certification
<u>    X    </u>	Insurance Certificates and Endorsements
<u>    X    </u>	W-9 Form

\_\_\_\_\_ Bonds (as required or requested by District)

Attachment 3

4. **Compensation.** Consultant's fee for the performance of Services shall be on an hourly basis and/or a per unit basis as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily pursuant to this Agreement a total fee of thirty five thousand five hundred and thirty-two dollars (\$35,532.00) District shall pay Consultant according to the following terms and conditions:
  - 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5<sup>th</sup>) day of each month. If Consultant performs Services for more than one site, Consultant shall prepare a separate, itemized statement for each site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services on each task, and, if applicable, the statements shall reflect expenses and materials. The invoices shall contain a sufficiently detailed description of any task performed by Consultant. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Consultant to submit its invoice for a particular month's Services. No amounts shall be due or owed to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.
  - 4.2. Consultant must provide, to the District's satisfaction, appropriate substantiation for all Services performed on an hourly basis. Consultant shall properly support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Consultant for its Services. Failure to satisfy this requirement may result in Consultant's invoice or application for payment being rejected, at the District's discretion, until District approves Consultant's full compliance herewith.
  - 4.3. Payment for the Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
  - 4.4. District-authorized work outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in the Consultant's Total Fee are "Extra Services." If the Consultant determines that Extra Services are necessary, then the Consultant may request from the District in writing the District's authorization to perform Extra Services. Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized, in writing, by the District and that the Extra Services have been satisfactorily completed. If any work is performed by the Consultant without prior written authorization by the District, the District will not be obligated to pay. Extra Services shall be requested, substantiated and paid as described in **Exhibit "B"**.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services, except as follows:
  - 5.1. Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's work, District being interested only in the results obtained.
7. **Not Used.**

8. **Designated Representatives.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District related to the Project.
9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:
  - 9.1. Not applicable.
10. **Performance of Services.**
  - 10.1. **Standard of Care.**
    - 10.1.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - 10.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner, in accordance with the terms and conditions of the Agreement.
    - 10.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
    - 10.1.4. Consultant shall ensure that any individual performing Services requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Services assigned to them.
  - 10.2. **Meetings.** In addition to all public hearings and meetings, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
  - 10.3. **District Approval.**
    - 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
    - 10.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
11. **Information.**
  - 11.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

- 11.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed.
12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
14. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.
15. **Termination.**
- 15.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant, or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **Without Cause by Consultant.** Consultant cannot terminate this Agreement without cause.
- 15.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 15.3.1. Material violation of this Agreement by the Consultant; or
- 15.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services, the Consultant shall

immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 15.4. **With Cause by Consultant.** Consultant may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

15.4.1. Material violation of this Agreement by the District; or

15.4.2. Failure of the District to timely pay undisputed Consultant invoices.

Written notice by Consultant shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days, the Consultant shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Consultant.

- 15.5. **Documentation upon Termination.** Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, volunteers, and attorneys ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including, without limitation, the payment of all consequential damages.

17. **Insurance.**

- 17.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

17.1.3. **Professional Liability (Errors and Omissions).** This insurance shall cover the Consultant and their Consultant(s) for two million dollars (\$2,000,000) aggregate limit, subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, with coverage to continue through completion of construction plus two (2) years thereafter. The policy must contain terms or endorsements extending



coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("**Additional Insureds**") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the District.

18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law, without express written consent of the District.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services, as indicated or specified. If Consultant observes that any of the Services is at variance with any such laws, ordinance, rules, or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services or work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant

shall bear all costs arising therefrom.

21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Consultant and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6, concerning the employment of apprentices by Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
23. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.
24. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including, but not limited to, federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.
25. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party, except as expressly provided herein.
26. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled, pursuant to applicable law. The District's evaluation may include, without limitation:
  - 26.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 26.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
27. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
28. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
29. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the

maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

- 30. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 31. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

<b>District:</b> Compton Creek Mosquito Abatement District 1224 S. Santa Fe Ave. Compton, CA 90221 <a href="mailto:info@comptoncreekmad.org">info@comptoncreekmad.org</a> ATTN: Mitchell R. Weinbaum	<b>Consultant:</b> NV5 163 Technology Drive, Suite 100 Irvine, CA 92618 ATTN: J Braley www.NV5.com
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Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

- 32. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 33. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District’s administrative offices are located. Consultant waives any claim or right to remove an action on this Agreement to federal court.
- 34. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 35. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 36. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 37. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 38. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party, or its legal representative, drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 39. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
- 40. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.



\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
  
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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

Name of Consultant or Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this Agreement.)

**EXHIBIT A**  
**Services**

**Exhibit B  
Prices for Services**

1. **Hourly Rates-** The following rates, which include overhead, administrative cost and profit, shall be utilized for invoicing District for performance of Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Survey Manager	\$225
Survey Senior Tech	\$153
Project Assistant	\$ 95

2. **Hourly Rates- EXTRA SERVICES.** The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services on a per hour basis and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Survey Manager	\$225
Senior Survey Tech	\$153
Project Assistant	\$ 95

3. **Billing for Extra Services.** Consultant shall bill the District for Extra Services as follows:

- 3.1. Extra Services shall be billed for on an hourly basis and per-item basis.
- 3.2 The District shall pay Consultant only for all undisputed amounts within thirty (30) days after Consultant submits an invoice to the District for Extra Services actually completed and after the District's written approval of the Extra Services, or the portion of the Extra Services for which payment is to be made.
- 3.3 Consultant must provide, to the District's satisfaction, appropriate substantiation for all Extra Services performed on an hourly basis. Consultant shall properly support payment of all hourly Services in each invoices, as specifically provided for in the "Compensation" section of this Agreement.



August 18, 2022

Mitchell R. Weinbaum  
 General Manager  
 Compton Creek Mosquito Abatement District (The District)  
 1224 S. Santa Fe Ave.  
 Compton, CA 90221  
[info@comptoncreekmad.org](mailto:info@comptoncreekmad.org)

**Subject: Professional Surveying Services Metes & Bounds Plat & Legal Descriptions of Detachment \ Annexation Areas.**

Dear Mitchell,

NV5, Inc (NV5) is pleased to present our proposal for Professional Survey Services for the above-referenced project.

This proposal covers the effort required to provide the requested survey for project area as shown in the below scope of work section and Exhibit A. NV5 has provided similar services for many agencies in the Southern California region. I have recently worked with LAFCO for an annexation for the City of Chino and understand the requirements for Plat & Legal description format.

NV5 is a provider of professional and technical engineering and consulting solutions to public and private sectors. We provide services through six business verticals: Testing, Inspection & Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings & Program Management; and Geospatial Technology. With offices located throughout the United States and with extensive resources to provide services locally, we strive to bring projects from inception to completion. Established in 1949, NV5 is a publicly-owned and traded national corporation incorporated in California with a combined staff of over 500 land surveyors, civil engineers and support staff.

This proposal is broken down into three sections:

1. Scope of Services
2. Proposed Compensation
3. Assumptions and Exclusions
4. Resume

This proposal will remain in effect for 90 days and is considered a Prevailing Wage project should any field work be needed. We appreciate the opportunity to provide this proposal and look forward to working with you. Please feel free to call me at (916) 837-2999

Sincerely,  
 NV5, Inc.



J Braley, PLS  
 Survey Manager  
 P27622-0004876



Paul Robotta, PLS  
 Director of Survey, VP

Based upon the information provided by The District and LAFCO we propose to provide the following services:

### **1.Scope of Services**

**Task 1.1: Project Research & Setup**

NV5 will review project files from client and others, provide additional research and project setup. NV5 will provide necessary project coordination and office support to create the required Plats & Legal descriptions, closures, and necessary supporting documents.

**Task 1.2: Plats & Legal Descriptions: See Exhibit C**

NV5 will provide the following services for each area listed below, all plats and legal description will be per SBE & LAFCO standards included in the RFP.

Areas 9C, 9G, 9H, 9I, 9J, 9M, 9N, 9O, 9P, 9Q, 9R

- a. Define the limits of each area per provided KMZ file and verify with The District.
- b. Create Metes and Bounds Legal Description (Exhibit A) for each area tied to existing Maps & Deeds, and existing district documents
- c. Create a Map of above legal description (Exhibit B)
- d. Provide signed and sealed Plats and Legal descriptions, area closures, and record documents used in the creation of Exhibits A & B.

**QA/QC and Project Management:**

All work will be directed, overseen, and checked by a licensed Land Surveyor

## 2. Proposed Compensation

Our fees listed below will be considered a Lump Sum fee for the services listed above. NV5 will invoice monthly based upon time spent on each task and percent complete. NV5 anticipates a 90 working day schedule for completion of first drafts of Plats & Legal descriptions defined below.

We propose to provide the foregoing services for the following fees, and the Client agrees to compensate NV5 for such services as indicated below:

### Fee Breakdown

Task 1.1	Project Research & Setup	\$	3,996.00
Task 1.2	Plats & Legal Descriptions Area 9c	\$	2,646.00
	Plats & Legal Descriptions Area 9g	\$	2646.00
	Plats & Legal Descriptions Area 9h	\$	2,646.00
	Plats & Legal Descriptions Area 9i	\$	2,646.00
	Plats & Legal Descriptions Area 9j	\$	2,646.00
	Plats & Legal Descriptions Area 9m	\$	3,096.00
	Plats & Legal Descriptions Area 9n	\$	2,646.00
	Plats & Legal Descriptions Area 9o	\$	3,096.00
	Plats & Legal Descriptions Area 9p	\$	3,006.00
	Plats & Legal Descriptions Area 9q	\$	2,556.00
	Plats & Legal Descriptions Area 9r	\$	3,906.00
	<b>TOTAL FEE :</b>	<b>\$</b>	<b>35,532.00</b>

## 3. Assumptions and Exclusions

1. Filing/recording any Records of Survey or Corner Records is excluded from the fixed fee portion of this proposal. Should any existing survey monuments shown on this survey be disturbed or destroyed, client is responsible for filing pertinent corner records with the appropriate agencies and will be considered an out-of-scope task.
- 2.. Utility investigations and pothole locations are excluded from this proposal.
3. Any item not specifically included in this proposal is specifically excluded.
4. This proposal is based on information from the Client that the project is a Prevailing Wage project in the State of California.

#### 4. Proposed NV5 Team

This project is a series of Plat & Legal descriptions that will be completed by J Braley PLS Survey Manger for NV5 Irvine office. Please see Mr. Braley's resume below for more information. Plats and Legal descriptions after creation will be check by qualified survey staff prior to submittal to client.

Letters of reference are unusual for a survey firm but please feel free to contact one any of references provided below.

Kamyar Dibaj  
Associate City Engineer  
City of Garden Grove  
[kdibaj@ci.garden-grove.ca.us](mailto:kdibaj@ci.garden-grove.ca.us)  
714-741-5193

Nathaniel Holt  
Chief Facilities Officer  
Compton Unified School District  
[nholt@compton.k12.ca.us](mailto:nholt@compton.k12.ca.us)  
310-438-9855 (Direct)

## 2022 PREVAILING WAGE RATE SHEET

### Technical Services

Engineering Aide/Planning Aide_____	\$85.00/hour
Project Assistant_____	\$90.00/hour
Project Administrator_____	\$100.00/hour
CADD Technician I_____	\$105.00/hour
CADD Technician II_____	\$120.00/hour
CADD Technician III_____	\$140.00/hour
Sr. CADD Technician/Designer_____	\$153.00/hour
Design Supervisor_____	\$163.00/hour
GIS Technician I_____	\$105.00/hour
GIS Technician II_____	\$125.00/hour
GIS Analyst_____	\$142.00/hour
Senior GIS Analyst_____	\$175.00/hour

### Professional

Junior Engineer / Planner / Scientist/Surveyor_____	\$125.00/hour
Assistant Engineer / Planner / Scientist/Surveyor_____	\$142.00/hour
Associate Engineer / Planner / Scientist / Surveyor_____	\$160.00/hour
Senior Engineer / Planner / Scientist/Surveyor_____	\$175.00/hour
Manager_____	\$225.00/hour
Associate_____	\$235.00/hour
Principal_____	\$262.00/hour

### Field Survey

1-Person Survey Crew (Chain-Person)*_____	\$152.00/hour
1-Person Survey Crew (Party Chief)*_____	\$175.00/hour
2-Person Survey Crew*_____	\$300.00/hour
3-Person Survey Crew*_____	\$367.00/hour

\* Field rates are based on "Prevailing Wage" as determined by the Department of Industrial Relations (DIR).  
Rates are effective through December 31, 2022. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$400.00 per hour.

### EXPENSES:

Plotting and In-House Reproduction_____	1.10 x Cost
Subsistence_____	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts _	1.10 x Cost
GIS Web Hosting_____	1.10 x Cost
Mileage - Outside Local Area_____	Per Accepted IRS Rate

## Annexation– Projected Timeline

Typical (non-controversial) proposals can take from 9-12 months to complete. The critical path item is the Negotiated Tax Transfer Resolution approved by the Board of Supervisors (BOS). The tax transfer resolution is sent to various affected agencies for their signature and then agenzized for BOS approval. LAFCO cannot agenzize a proposal until we receive the original Negotiated Tax Transfer Resolution from the BOS.

### 1. Application filed with LAFCO

January 2, 2023

### 2. Decision, Hearings, and Protest

If the BOS approves the Negotiated Tax Transfer Resolution in October, LAFCO can then agenzize the proposal for the next hearing in November.

#### **LAFCO issues Notice of Public Hearing**

- Landowners within district (GCS 56157(d))
- Landowners within 300' of district (GCS 56157(d))
- Registered voters within district (GCS 56157(f))
- Registered voters within 300' of district (GCS 56157(f))

#### **At least 21 days before public hearing**

Pursuant to GCS 56154

#### **Commission Public Hearing**

(Commission decision on proposed annexation)

**November 2023**

#### **LAFCO issues notice of Protest Hearing**

- Landowners within district (GCS 57025(b))
- Registered voters within district (GCS 57025(c))

#### **At least 21 days before protest hearing**

Pursuant to GCS 57025(a) → 56154

#### **Written Protest Period**

**Must be at least 30 days**

#### **Commission Protest Hearing**

(Commission decision on proposed annexation)

**December 2023**

### 3. Recordation

The Certificate of Completion is filed with the Registrar-Recorder/County Clerk after the Protest Hearing (December 2023).

**A RESOLUTION OF  
THE COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
APPROVING THE AGREEMENT FOR ANNEXATION SURVEYOR SERVICES**

**RESOLUTION 19-2022**

WHEREAS, the Compton Creek Mosquito Abatement District (the "District") is in the Process of annexing 11 separate, adjacent territories to the District's jurisdiction; and

WHEREAS, the annexation must be approved by the Local Agency Formation Commission for the County of Los Angeles ("LAFCO") and

WHEREAS, LAFCO requires certain geographic descriptions, mapping and other Information that are prepared by a California licensed surveyor; and

WHEREAS, the District does not have a licensed surveyor on staff, and as such, the District must contact with a licensed surveyor consultant to conduct the surveying services Required for the 11 annexations; and

WHEREAS, pursuant to Government Code section 4526 and 50360, the District is Authorized to contract with a licensed surveyor consultant for surveying services, so long as the District engages in a fair and competitive rather than formal bidding; and

WHEREAS, from August 15, 2022, through August 29, 2022, the District posted on its Website a Request for Qualifications and Proposals ("RFQ/P") and a proposed agreement Soliciting California licensed surveyors to submit and propose on conducting the annexation Surveying services; and

WHEREAS, the District directly sent the RFQ/P to three known surveyors (NV5, Psomas, And Cannon); and

WHEREAS, the District only received one proposal in an amount of \$35,532 (thirty-five thousand five hundred and thirty-two dollars) from NV5, which is a qualified surveyor and whose proposal appears to be thorough and reasonable.

NOW, THEREFORE BE IT RESOLVED BY the Board of Trustees of the Compton Creek Mosquito Abatement District as follows:

The Board of Trustees of the Compton Creek Mosquito Abatement District directs the General Manager to enter into the Agreement for Independent Consultant/Professional Services By and Between the Compton Creek Mosquito Abatement District and NV5 in the amount of \$35,532 (thirty-five thousand, five hundred thirty-two dollars) for annexation surveyor services.

I, Margaret, the undersigned Secretary of the Board of Trustees of the Compton Creek Mosquito Abatement District, hereby certify that I am the Secretary of said Special District, and The foregoing is a full, true, and correct copy of the Resolution passed by the Board of Trustees Thereof at a meeting of said Board held on the day and at the place herein specified, and that And that said Resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.



PASSED AND ADOPTED by the Board of Trustees of the Compton Creek Mosquito

Abatement District on November 7, 2022, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

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Micah Ali, Board President

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Margaret Comer, Board Secretary

**A RESOLUTION OF  
THE COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
APPROVING THE AGREEMENT FOR ANNEXATION SURVEYOR SERVICES**

**RESOLUTION 13-2022**

WHEREAS, the Compton Creek Mosquito Abatement District (the “District”) is in the process of annexing 11 separate, adjacent territories to the District’s jurisdiction; and

WHEREAS, the annexation must be approved by the Local Agency Formation Commission for the County of Los Angeles (“LAFCO”) and

WHEREAS, LAFCO requires certain geographic descriptions, mapping and other information that are prepared by a California licensed surveyor; and

WHEREAS, the District does not have a licensed surveyor on staff, and as such, the District must contact with a licensed surveyor consultant to conduct the surveying services required for the 11 annexations; and

WHEREAS, pursuant to Government Code section 4526 and 50360, the District is authorized to contract with a licensed surveyor consultant for surveying services, so long as the District engages in a fair and competitive rather than formal bidding; and

WHEREAS, from August 15, 2022, through August 29, 2022, the District posted on its website a Request for Qualifications and Proposals (“RFQ/P”) and a proposed agreement soliciting California licensed surveyors to submit and propose on conducting the annexation surveying services; and

WHEREAS, the District directly sent the RFQ/P to three known surveyors (NV5, Psomas, and Cannon); and

WHEREAS, the District only received one proposal in an amount of \$32,886 (thirty-two thousand eight hundred and eighty-six dollars) from NV5, which is a qualified surveyor and whose proposal appears to be thorough and reasonable.

NOW, THEREFORE BE IT RESOLVED BY the Board of Trustees of the Compton Creek Mosquito Abatement District as follows:

The Board of Trustees of the Compton Creek Mosquito Abatement District directs the General Manager to enter into the Agreement for Independent Consultant/Professional Services By and Between the Compton Creek Mosquito Abatement District and NV5 in the amount of \$32,886 (thirty-two thousand, eight hundred eighty-six dollars) for annexation surveyor services.

I, Margaret, the undersigned Secretary of the Board of Trustees of the Compton Creek Mosquito Abatement District, hereby certify that I am the Secretary of said Special District, and The foregoing is a full, true, and correct copy of the Resolution passed by the Board of Trustees Thereof at a meeting of said Board held on the day and at the place herein specified, and that And that said Resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

PASSED AND ADOPTED by the Board of Trustees of the Compton Creek Mosquito

Abatement District on September 26, 2022, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

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Micah Ali, Board President

---

Margaret Comer, Board Secretary

**A RESOLUTION OF THE COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2022-2023**

**RESOLUTION 20-2022**

WHEREAS, the Compton Creek Mosquito Abatement District (the "District") is an independent special district formed and governed pursuant to Health and Safety Code section 2000 et. Seq: and

WHEREAS, the District having authorized by resolution, the transfer of funds from District reserves to its operating budget to cover costs relating to the District's annexation plan: and

WHEREAS, the District having authorized by resolution, the transfer of funds from District reserves to its operating budget to cover costs relating to hiring a person for the newly created job position of Assistant to the General Manager.

WHEREAS, the approved fiscal year 2022-2023 budget will need to be amended to reflect the funds that were transferred from reserves to the operating account of the budget.

NOW, THEREFORE BE IT RESOLVED BY THE Board of Trustees of the Compton Creek Mosquito Abatement District as follows:

The Board of Trustees of the Compton Creek Mosquito Abatement District directs the General Manager to transfer \$35,532 (thirty-five thousand, five-hundred thirty-two dollars) from the District's reserves to its operational budget for the Surveyor Costs, and to amend the fiscal year 2022-2023 budget to reflect this transfer.

I, Margaret Comer, the undersigned Secretary of the Board of Trustees of the Compton Creek Mosquito Abatement District, hereby certify that I am the Secretary of said Special District, and the foregoing is a full, true, and correct copy of the Resolution passed by the Board of Trustees thereof at a meeting of said Board held on the day and at the place herein specified, and that said Resolution has never been revoked, rescinded, or set aside, and is now in full force and effect.

PASSED AND ADOPTED by the Board of Trustees of the Compton Creek Mosquito Abatement District on November 7, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Micah Ali, Board President

---

Margaret Comer, Board Secretary

To: Board of Trustees  
From: Mitchel R. Weinbaum, General Manager

Subject: Amended Budget for Fiscal Year 2022-2023 – Adopted June 13, 2022

Amended November 7, 2022

Honorable Trustees:

Attached you will find the Amended Budget and other related budget documents for fiscal year 2022-2023. This balanced, Proposed Budget continues to build on the excellent work that the Board has undertaken in recent years to protect the public's health from mosquito-borne diseases. By increasing the frequency, quality, and overall number of avenues for our public education outreach, we have taken definitive strides toward our goal of reaching all residents throughout the District.

This newly Amended Budget for fiscal year 2022-2023 reflects changes to cover costs associated with hiring a surveyor for the District's annexation plans. The amount moved from reserves to account number 6150 – Professional Services, is in the amount of \$36,000 (thirty-six thousand).

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT  
ESTIMATED BUDGET 2022 – 2023 ADOPTED JUNE 13, 2022  
AMENDED NOVEMBER 7, 2022

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Wages and Benefits.....	\$	140,000
Maintenance & Operations.....		284,200
Capital Outlay.....		<u>0</u>
	\$	435,250

Estimated Budget & Reserves

Estimated Budget.....	\$	435,250
Restricted Reserves.....		50,000
Assigned Reserves.....		<u>300,000</u>
	\$	785,200

Funds to be Raised by Taxes

Estimated Budget & Reserves.....	\$	785,200
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Less Estimated Cash – 06/30/22.....	\$	744,041
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Estimated Revenue from Property		
---------------------------------	--	--

Taxes.....	\$	150,000
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Amount to be raised by the Benefit Assessment.....	\$	207,000
---	----	---------

Total to be raised by taxes and other sources.....	\$	357,000
---	----	---------

To continue the building out of the District’s reserves and after having kept the Benefit Assessment (BA) charge the same the previous seven years, it is proposed that the BA be kept at \$9.00 per parcel this fiscal year.

Please note: The Benefit



AMENDED BUDGET 2022-2023  
ADOPTED JUNE 1, 2022

AMENDED – NOVEMBER 7, 2022

<u>ACCOUNT NUMBER</u>	<u>YEARLY SALARY</u>	<u>POSITION</u>
#6100	\$ 115,500 \$ 24.00 per hour	MANAGER SEASONAL \$ 140,000.00

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	MAINTENANCE and OPERATIONS	2021-2022	2022-2023
#6102	TRUSTEE FEES	\$ 6,000.00	6,000.00
#6110	FICA	12,500.00	10,800.00
#6111	HEALTH INSURANCE	00	6,000.00
#6120	WEST NILE VIRUS	10,000.00	10,000.00
#6121	UNEMPLOYMENT INSURANCE	1,250.00	1,300.00
#6130	MAINTENANCE OF EQUIPMENT	600.00	1,500.00
#6131	LAUNDRY	3,400.00	3,300.00
#6132	MAINTENANCE of BUILDING	2,000.00	12,200.00
#6140	MEMBERSHIPS, DUES	6,400.00	6,700.00
#6141	MISCELLANEOUS	400.00	400.00
#6142	OFFICE EXPENSE	3,300.00	5,000.00
#6143	MVCAC RESEARCH FEES	500.00	500.00
#6145	PUBLIC EDUCATION	35,000.00	35,000.00
#6150	PROFESSIONAL SERVICES	54,500.00	112,500.00
#6151	DISTRICT MODERNIZATION PROJECT	00	00

#6157	VACATION REIMBURSEMENT	4,000.00	4,000.00
#6160	INSECTICIDES	500.00	500.00
#6162	GAS, OIL & VEHICLE MAINT.	10,000.00	12,000.00
#6165	SCIENTIFIC	500.00	500.00
#6170	TAX COLLECTION EXPENSE	13,000.00	13,000.00
#6171	TRAVEL & TRANSPORTATION	21,000.00	21,000.00
#6172	UTLITIES	4,000.00	4,000.00
#6180	PERS – RETIREMENT	11,000.00	11,000.00
#6190	INSURANCE – GENERAL	15,500.00	18,000.00
#6191	INSURANCE – RETRO ADJUSTMENTS	00	00
#6195	EQUIPMENT PURCHASE	<u>00</u>	<u>00</u>
		\$ 353,100.00	\$ 435,200.00



**#6110**

**FICA**

This amount is dependent on employees and Trustee compensation. Employers are federally obligated to pay 7.65% of all employee salaries to this fund.

\$ 140,000.00  
      x 7.65%  
\$ 10,710.00 rounded off to \$10,800

\$ 10,800 required for this account

**#6120**

**WEST NILE VIRUS**

This account is dedicated to any extra operational funds needed for control and surveillance of the West Nile virus. I recommend that the Board continue this funding for the foreseeable future while the West Nile virus threat is with us.

\$ 10,000 required for this account.

**#6121**

**UNEMPLOYMENT INSURANCE**

This amount is determined by each employee's first \$7,000.00 earned in the calendar year. This amount is then multiplied by a percentage factor determined by the State's Employment Development Dept. This year's percentage factor, at the time of this writing remains the same at 6.2%, however with unemployment claims at record levels, an across the board increase may ensue. A 2% increase is added to current levels

\$ 20,000.00 – subject wages  
      x 6.2%  
\$ 1,240.00 rounded to \$1,300

\$ 1,300 required for this account.

**#6130****MAINTENANCE OF EQUIPMENT**

Anticipated expenses for 2022-2023:

Computer service	\$	1000.00
Typewriter service		400.00
Copy Machine service		<u>100.00</u>
	\$	1,500.00

\$ 1,500 required for this account.

**#6131****LAUNDRY**

The District has a contract with Cintas through 2024. When obtaining quotes from uniform companies last year, Cintas was by far the lowest, one of the reasons being that the District has been with Cintas for so long.

Last fiscal year, the District spent \$3,000 on this account. An anticipated 7% increase in rate will bring the total to:

\$ 3,000.00	\$ 3,000.00
<u>X 7%</u>	<u>+ 210.00</u>
\$ 210.00	\$ 3,210.00 rounded to 3,300.00

\$ 3,300 required for this account.

**#6132****MAINTENANCE OF BUILDING**

A one-time issue needs to be addressed; a bird exclusion cage needs to be constructed over the fishpond.

Bird exclusion cage	\$	10,000.00
Building alarm + permit		900.00
Fire bottle service		300.00
Fish food		500.00
Miscellaneous		<u>500.00</u>
	\$	12,200.00

\$ 12,200 required for this account.

**#6140**

**MEMBERSHIPS, DUES**

MVCAC corporate dues fluctuate each year. Dues are determined by a member’s operational expenses for the prior fiscal year multiplied by a factor determined by the Association, .009%.

MVCAC Corporate membership dues	\$	3,600.00
AMCA memberships		500.00
Calif. Special District Assn.		1,400.00
NACCHO		800.00
Employees’ State Health Certificates		375.00
LAFCO		<u>150.00</u>
	\$	6,700.00

\$ 6,700 required for this account.

**#6141**

**MISCELLANEOUS**

This account is for items or other expenditures that are not covered in the rest of the budget. The amount remains the same as last year,

\$ 400 required for this account.

**#6142**

**OFFICE EXPENSE**

Anticipated expenses for 2022-2023:

Computer supplies/programs/fees	\$	600.00
Postage		400.00
Toner for printer		1,000.00
Printing/copying/paper		250.00
Internet/Telephones		2,200.00
Bottled water		100.00
Office supplies		<u>250.00</u>
	\$	4,795.00

\$ 5,000 required for this account.

**#6143**

**MVCAC RESEARCH FEES**

In 2021-2022, the Mosquito Research Program (MRP) that was supported by the State and the UC was discontinued. At times, the District has donated \$500 for research fees.

\$ 500 required for this account.

**#6145**

**PUBLIC EDUCATION**

Funding the District’s PE efforts, its number one step in controlling mosquitoes is a priority and should include but not be limited to the following:

Printing – educational materials	\$	34,000.00
Other undetermined materials		<u>1,000.00</u>
	\$	35,000.00

\$ 35,000 required for this account.

**#6150**

**PROFESSIONAL SERVICES**

Last year, the District budgeted \$50,300 for this account and spent \$17,780. One-time costs associated with the District annexation plan are included in the account.

Anticipated expenses for 2022-2023:

Surveyor	\$	36,000.00
Auditor		10,000.00
Accountant		2,400.00
Attorney, Consultants		42,000.00
Newspaper publishing		1,500.00
LA County Assessor		1,500.00
Board of Equalization		15,800.00
Training classes/webinars		300.00
CalPERS – GASB 68 & 74/75		2500.00
Safe Deposit Box		<u>75.00</u>
	\$	112,075.00 =

\$ 112,500 required for this account.

**#6157**

**VACATION & SICK LEAVE REIMBURSEMENT**

This account is dedicated to paying for unused vacation and/or sick leave for the District’s General Manager as per the District’s Policy Manual. District policy is to buy back vacation and sick leave hours at half-rate.

\$5,000 required for this account.

**#6160**

**INSECTICIDES**

Last year, the District spent \$500 in this account. The cost of pesticide expenses will be same as the prior fiscal year \$500

\$500 required for this account.

**#6162**

**GAS, OIL & VEHICLE MAINTENANCE**

The price of fuel and oil fluctuates rapidly. The District has two new vehicles that are maintained regularly so that they function properly and safely. Still, there are unforeseen circumstances, breakdowns, tires, etc.

Last year, the District budgeted \$11,500 in this account and spent \$8,600. Staff proposes raising the amount to reflect the increase in fuel and maintenance.

\$12,000 required for this account.

**#6165**

**SCIENTIFIC EXPENSES**

The District will again perform surveillance operations this year. Shipping materials, equipment to operate the mosquito traps, materials to test dead birds are some of the regular supplies that will be needed throughout the mosquito breeding season.

\$ 500 required for this account.

**#6170**

**TAX COLLECTION EXPENSE**

Last year the County charged \$11,800 for Tax Collection expenses. This year this account needs to be raised to reflect actual costs.

\$ 13,000 required for this account.

**#6171**

**TRAVEL & TRANSPORTATION**

The District belongs to four organizations, the Mosquito & Vector Control Association of California, (MVCAC), the American Mosquito Control Association, (AMCA), the California Special District Association, (CSDA) and the National Association of City and County Health Officers (NACCHO) who hold annual conferences throughout the year. Per District policy, members and the General Manager are allotted \$3,500 for travel to these conferences.



The following is a list of anticipated travel for 2022-2023:

July 2022	NACCHO Annual Conference,
Aug 24-27, 2022	CSDA Annual Conference
Jan-31 - Feb. 2, 2023	MVCAC Annual Conference Disneyland
Feb 26-Mar 5, 2023	AMCA Annual Conference Salt Lake City, UT
April 2023	MVCAC Legislative Day Sacramento
May 2023	AMCA Legislative Days Washington DC

\$ 21,000 required for this account.

**#6172**

**UTILITIES**

Last year, the District budgeted \$4,000 and spent \$3,710. This account will Remain the same to reflect actual costs.

\$ 4,000 required for this account.

**#6180**

**PERS – RETIREMENT**

As per CalPERS, the District's contribution rate for 2022-2023, will be 9.3% of affected payroll.

\$ 115,500
<u>X 9.3%</u>
\$ 10,741.50

\$11,000 required for this account.

**#6190**

**INSURANCE – GENERAL**

Beginning in 1990. for insurances other than health, the District has been a member of self-insured group consisting of other mosquito and vector control districts, the Vector Control Joint Powers Agency (VCJPA).

For 2021-2022, the District will have a small increase of 4.86%. The District's insurance policies premiums for 2021-2022:

Workers Compensation	\$	7,396
Liability		4,500
Auto Physical Damage		188
Property		380
General Fund		<u>3,673</u>
	\$	16,137 rounded to 16,500.00

\$ 16,500 required for this account.

**#6191**

**INSURANCE – RETROSPECTIVE ADJUSTMENTS**

The District's insurance, Vector Control Joint Powers Agency (VCJPA,) after annual actuary valuations performed has stated there will not be a retrospective for the fiscal year.

**#6195**

**EQUIPMENT PURCHASE**

No equipment purchases anticipated for the year