

## **+Participation Agreement**

### **Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Fund**

WHEREAS, City of Clearlake (hereinafter “Employer”) signatory hereto desires to be a contributing Employer in the Operating Engineers Public and Miscellaneous Employees Health and Welfare Fund (hereinafter “Trust Fund”);

WHEREAS, the Employer and Trust Fund hereby memorialize the Employer’s participation effective (Date);

THEREFORE, the Employer and Trust Fund hereby agree as follows:

1. The Employer has accepted and agreed to the terms and provisions of the Trust Agreement creating the Trust Fund, and agrees to pay the following monthly amounts established by the Board of Trustees effective November 1, 2022:

<b>Anthem A</b> (includes dental and vision)	Single	\$1,029.00
	Two-Party	\$2,057.00
	Family	\$2,777.00

<b>Kaiser A</b> (includes dental and vision)	Single	\$947.00
	Two-Party	\$1,894.00
	Family	\$2,470.00

as selected by and for each non-bargained Eligible Employee of the Employer as defined by this Agreement and to be bound by all the rules and regulations adopted by the Board of Trustees, as currently in effect and as may be amended by the Board of Trustees from time to time.

2. In the event that the Board of Trustees determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees
3. Eligible employees may enroll in the Employer’s medical, dental, and vision plan in accordance with Section 53201 through 53205 of the California Government Code. Eligible employees are current permanent full-time employees and eligible elected officials. Eligible elected officials are City Council Members while they are sworn in and presently hold office.
4. The Employer agrees that, as long as it is bound to this agreement, it will remit contributions on behalf of all Eligible Employees of the Employer,

5. The Employer further agrees that he or it does irrevocably designate and appoint the employers mentioned in said Trust Agreement document as his or its attorney in fact for the selection, removal and substitution of Trustees as provided for in such Trust Agreement as may be hereinafter provided or pursuant to said Trust Agreement,
6. The Employer agrees to submit contributions in a timely manner and agrees that it is bound to all delinquency provisions of the Trust Agreement and all procedures, policies, rules and regulations related thereto.
7. The Employer hereby acknowledges receipt of copies of the Summary Plan Description/Rules and Regulations, Trust Agreement, Collection Procedures and Mistaken Contribution Policy
8. This Agreement may be terminated by either the Fund or the Employer at any time by giving at least thirty (30) days advance written notice to the other party of such termination.

For Employer:

For Trust Fund

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