



**FINANCE COMMITTEE MEETING  
OF THE BOARD OF TRUSTEES  
LOCATION: TELECONFERENCE – SEE BELOW**

**January 30, 2023**

**5:30 PM**

**AGENDA**

The Finance Committee is not a decision-making body and can only make recommendations to the Board. All decisions are made by the full Board at the monthly meeting of the Board of Trustees.

**IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:**

Based on the authority under AB 361 and the guidance from the County Public Health Officer and the CDC to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District's Board Room is not open to the public at this time.
- The meeting will be conducted via teleconference using Zoom.
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

**HOW TO OBSERVE THE MEETING:**

**Telephone:** Listen to the meeting live by calling Zoom at **(408) 636-0968** or **(669) 900-6833**.

Enter the **Meeting ID# 650-344-8592** followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/j/6503448592> if the line is busy.

**Computer:** Watch the live streaming of the meeting from a computer by navigating to <https://zoom.us/j/6503448592> using a computer with internet access that meets Zoom's system requirements (see <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)

**Mobile:** Log in through the Zoom mobile app on a smartphone and enter **Meeting ID# 650-344-8592**.

**ACCESSIBILITY INFORMATION:**

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Brian Weber, District

Manager, at least 48 hours before the meeting, at (650) 344-8592 or [bweber@smcmvcd.org](mailto:bweber@smcmvcd.org). Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

**PUBLIC RECORDS:**

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District’s website at <https://www.smcmvcd.org/board-meetings> as the place to make those public records available for inspection. The documents may also be obtained by calling the District Manager.

**1. CALL TO ORDER**

**2. ROLL CALL**

- Mason Brutschy (Chair), Town of Atherton \_\_\_\_\_
- Muhammad Baluom, City of Millbrae \_\_\_\_\_
- Ray Williams, Town of Portola Valley \_\_\_\_\_
- Robert Riechel, City of San Bruno \_\_\_\_\_
- Carolyn Parker, City of Brisbane \_\_\_\_\_
- Kati Martin, City of Half Moon Bay \_\_\_\_\_

**3. PUBLIC COMMENTS AND ANNOUNCEMENTS**

This time is reserved for members of the public to address the Finance Committee of the Board relative to matters of the Committee not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to three minutes per person (or six minutes where a translator is used).

**4. REGULAR AGENDA**

- A.** Review the Preliminary Financial Report for FY 2022-23 as of December 31, 2022.

**Report by:** Finance Director, Richard Arrow, CPA

**ACTION:** Motion to recommend the Board approve the Financial Report for FY 2022-23 as of December 31, 2022

- B.** Oral report on architectural plans relative to property located at 1415. N. Carolan, Burlingame, CA

**Report by:** District Manager, Brian Weber

**ACTION:** No action is necessary; informational only.

- C.** Report on alternative depositories for District reserve funds.

**Report by:** Finance Director, Richard Arrow

**ACTION:** Recommend Board of Trustees authorize District Manager to proceed in implementing an alternative depository for District funds.

- D.** Report on Map Vision Contract

**Report by:** District Manager, Brian Weber

**ACTION:** Recommend for approval by the District Board of Trustees

- E.** Retirement of two technician pickup trucks from fixed asset inventory

**Report by:** District Manager, Brian Weber

**ACTION:** Recommend for approval by the District Board of Trustees



**Item 4A**

**Monthly Financial Report  
Month Ending December 31, 2022**

**Staff Recommendation:** Motion to recommend approval of the December 31, 2022, Financial Report.

**Statement of Revenues, Expenditures, and Change in Fund Balance**

Total revenues received from July 1 through December 2022 (YTD) were \$ 3.4 million; total expenditures YTD were \$ 3.1 million, and the change in fund balance was \$ 277.9 thousand. The District had \$ 8.7 million in cash available in County Treasury.

	General	Capital	Total
	Fund	Fund	Funds
<b>Beginning Fund Balance 7/1/2022:</b>	\$ 8,001,587	\$ 749,944	\$ 8,751,531
Revenues/Resources	\$ 3,366,297	\$ 2,796	\$ 3,369,094
Due To (From) Funds	\$ (276,044)	\$ 276,044	\$ -
Expenditures	\$ 2,903,100	\$ 187,999	\$ 3,091,099
<b>Change in Fund Balance</b>	187,153	90,841	\$ 277,994
<b>* Ending Fund Balance</b>	\$ 8,188,740	\$ 840,785	\$ 9,029,525

<b>* Components of Fund Balance:</b>			
<b>Nonspendable (Inventory)</b>	\$ 143,930.00	\$ -	\$ 143,930.00
<b>Assigned (Capital Improvements)</b>	-	840,785	840,785
<b>Public Health Emergency Fund</b>	800,000	-	800,000
<b>Natural Disaster Emergency Fund</b>	650,000	-	650,000
<b>Real Property Acquisition Fund</b>	1,134,670	-	1,134,670
<b>Debt Service Repayment Fund</b>	1,000,000	-	1,000,000
<b>Unrestricted Fund Balance</b>	4,460,140	-	4,460,140
<b>Total</b>	\$ 8,188,740	\$ 840,785	\$ 9,029,525

**Budget Variances**

Revenues

Actual revenues received through December 31, 2022, were over budget by \$ 224,622 resulting from the receipt of a portion of excess ERAF in August 2022, Redevelopment passthrough, as well as timing differences of other revenue sources.



Expenditures

Expenditures through December 2022, were under budget by \$ 570,104 primarily due to the timing of expenditures contained in the table below:

Budget Category	Over/ Under	Variance	% of YTD Budget	Explanation
Salaries & Wages	Under	\$23,692	98.3%	New employees costs under budgeted positions.
Employee Benefits	Over	\$42,158	108.2%	Timing of budgeted employee benefits
Administration	Under	\$76,690	72.8%	Timing of HR Consulting, Engineering, Legal Services, and audit expenditures
Computer Hardware & Software	Under	\$22,414	47.5%	Timing of consulting, hardware, and Map Vision licensing expenditures
Operations	Under	\$54,082	58.7%	Timing of pesticide expenditures
Public Outreach	Under	\$26,657	57.6%	Timing of media and promotion expenditures
Capital Improvements	Under	\$357,005	34.5%	Timing of building improvement exp.

The Board’s budget level of control is at the category level, for example Salaries, Benefits, Admin., Operations, etc. The above table provides explanations for variances over \$15,000.

**Questions**

Please direct all inquiries related to this financial reporting package to the District Manager, Brian Weber, before the board meeting to allow for adequate research. He can be reached at the District office at (650) 344-8592 or via email at [bweber@smcmvcd.org](mailto:bweber@smcmvcd.org).

**Approval**

This month’s financial statements are fairly presented. The District Manager and Finance Director approved all disbursements and the monthly bank reconciliation. A Board Officer and the District Manager signed all checks.

San Mateo County Mosquito & Vector Control District  
Balance Sheet  
As of Dec 31, 2022

	Total Dec 31, 22	General Fund	Capital Fund
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
1010 · Cash-County Treasury-GF x2706	7,789,313	7,789,313	
1015 · Checking -Union Bank - GF x9757	(72,828)	(72,828)	
1020 · Cash-County Treasury-CPF x2705	948,018		948,018
1025 · Checking -Union Bank - CPF x6913	(11,352)		(11,352)
1016 · County Funds - FMV	(259,384)	(259,924)	540
1030 · Petty Cash	400	400	
1035 · PARS Pension Rate Stabilization	110,183	110,183	
<b>Total Checking/Savings</b>	<b>8,504,350</b>	<b>7,567,144</b>	<b>937,207</b>
<b>Accounts Receivable</b>			
1100 · Accounts Receivable	36,365	36,365	
1105 · Interest Receivable	-	-	-
<b>Total Accounts Receivable</b>	<b>36,365</b>	<b>36,365</b>	<b>-</b>
<b>Other Current Assets</b>			
1220 · VCJPA-Member Contingency Fund	463,221	463,221	
1230 · Pesticide Inventory	176,476	176,476	
<b>Total Other Current Assets</b>	<b>639,697</b>	<b>639,697</b>	<b>-</b>
<b>Total Current Assets</b>	<b>9,180,413</b>	<b>8,243,206</b>	<b>937,207</b>
<b>TOTAL ASSETS</b>	<b>9,180,413</b>	<b>8,243,206</b>	<b>937,207</b>
<b>LIABILITIES &amp; FUND BALANCE</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Accounts Payable</b>			
2000 · Accounts Payable	145,573	49,151	96,422
<b>Total Accounts Payable</b>	<b>145,573</b>	<b>49,151</b>	<b>96,422</b>
<b>Credit Cards</b>			
1040 · US Bank Purchase Card	5,316	5,316	
<b>Total Credit Cards</b>	<b>5,316</b>	<b>5,316</b>	<b>-</b>
<b>Other Current Liabilities</b>			
2200 · Accrued Wages	-	-	
<b>Total Other Current Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Current Liabilities</b>	<b>150,888</b>	<b>54,466</b>	<b>96,422</b>
<b>Total Liabilities</b>	<b>150,888</b>	<b>54,466</b>	<b>96,422</b>
<b>Fund Balance</b>			
Beginning Fund Balance, 7/1/2022	8,751,531	8,001,587	749,944
Due To (From) Funds	-	(276,044)	276,044
Revenues Over Expenditures	277,994	463,197	(185,203)
<b>Ending Fund Balance *</b>	<b>9,029,525</b>	<b>8,188,740</b>	<b>840,785</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>9,180,413</b>	<b>8,243,206</b>	<b>937,207</b>
<b>* COMPONENTS OF ENDING FUND BALANCE</b>			
Nonspendable (Inventory)	143,930	143,930	-
Assigned (Capital Improvements)	840,785	-	840,785
Public Health Emergency Fund	800,000	800,000	-
Natural Disaster Emergency Fund	650,000	650,000	-
Real Property Acquisiton Fund	1,134,670	1,134,670	-
Debt Service Repayment Fund	1,000,000	1,000,000	-
Unrestricted Fund Balance (Includes Working Capital)	4,460,140	4,460,140	-
<b>Total Fund Balance</b>	<b>9,029,525</b>	<b>8,188,740</b>	<b>840,785</b>

	General	Capital	Total
	Fund	Fund	Funds
<b>Beginning Fund Balance 7/1/2022:</b>	\$ 8,001,587	\$ 749,944	\$ 8,751,531
Revenues/Resources	\$ 3,366,297	\$ 2,796	\$ 3,369,094
Due To (From) Funds	\$ (276,044)	\$ 276,044	-
Expenditures	\$ 2,903,100	\$ 187,999	\$ 3,091,099
<b>Change in Fund Balance</b>	187,153	90,841	\$ 277,994
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<b>* Components of Fund Balance:</b>			
<b>Nonspendable (Inventory)</b>	\$ 143,930.00	\$ -	\$ 143,930.00
<b>Assigned (Capital Improvements)</b>	-	840,785	840,785
<b>Public Health Emergency Fund</b>	800,000	-	800,000
<b>Natural Disaster Emergency Fund</b>	650,000	-	650,000
<b>Real Property Acquisiton Fund</b>	1,134,670	-	1,134,670
<b>Debt Service Repayment Fund</b>	1,000,000	-	1,000,000
<b>Unrestricted Fund Balance</b>	4,460,140	-	4,460,140
<b>Total</b>	\$ 8,188,740	\$ 840,785	\$ 9,029,525

Statement of Revenues, Expenditures Budget vs. Actual  
July 2022 through June 2023

Month of Report:  
**Dec, 2022**

	Annual Budget	YTD Actual	Annual Variance	%	YTD Budget	YTD Variance	%	Monthly Budget	Monthly Actual	Monthly Variance	%
<b>GENERAL FUND:</b>											
<b>Ordinary Revenues/Expenditures</b>											
<b>Revenues</b>											
Total 4000 · PROGRAM REVENUES	2,452,750	1,236,561	(1,216,189)	50.4%	1,244,761	(8,200)	99.3%	1,121,917	1,106,366	(15,551)	98.6%
Total 4100 · PROPERTY TAX REVENUES	3,197,480	1,713,574	(1,483,906)	53.6%	1,699,857	13,717	100.8%	1,362,522	1,435,770	73,248	105.4%
Total 4200 · OTHER TAX REVENUES	841,578	404,524	(437,054)	48.1%	119,341	285,183	339.0%	-	132,234	132,234	0.0%
Total 4300 · OTHER REVENUES	187,848	11,639	(176,209)	6.2%	80,513	(68,874)	14.5%	31,250	625	(30,625)	2.0%
<b>Total Revenues</b>	<b>6,679,656</b>	<b>3,366,297</b>	<b>(3,313,359)</b>	<b>50.4%</b>	<b>3,144,472</b>	<b>221,825</b>	<b>107.1%</b>	<b>2,515,689</b>	<b>2,674,995</b>	<b>159,306</b>	<b>106.3%</b>
<b>Expenditures</b>											
Total 5000 · SALARIES & WAGES	3,031,167	1,401,894	1,629,273	46.2%	1,425,586	(23,692)	98.3%	232,640	227,328	(5,312)	97.7%
Total 5100 · EMPLOYEE BENEFITS	887,416	558,456	328,960	62.9%	516,298	42,158	108.2%	61,853	105,316	43,463	170.3%
Total 5200 · TRAINING - BOARD & STAFF	87,973	31,560	56,413	35.9%	43,989	(12,429)	71.7%	19,804	1,010	(18,794)	5.1%
Total 5300 · ADMINISTRATION	593,988	205,764	388,224	34.6%	282,454	(76,690)	72.8%	74,820	43,234	(31,586)	57.8%
Total 5400 · INSURANCE	143,254	138,306	4,948	96.5%	143,254	(4,948)	96.5%	-	-	-	0.0%
Total 5450 · COMPUTER HARDWARE & SOFTWARE	70,365	20,272	50,093	28.8%	42,686	(22,414)	47.5%	27,499	7,380	(20,119)	26.8%
Total 5500 · FACILITIES MAINTENANCE	51,547	24,700	26,847	47.9%	25,771	(1,071)	95.8%	4,296	10,782	6,486	251.0%
Total 5550 · UTILITIES	77,617	33,043	44,574	42.6%	38,803	(5,760)	85.2%	6,469	7,020	551	108.5%
Total 5600 · FLEET MAINTENANCE	59,891	28,738	31,153	48.0%	29,945	(1,207)	96.0%	4,991	1,950	(3,041)	39.1%
Total 5700 · OPERATIONS	262,067	76,951	185,116	29.4%	131,033	(54,082)	58.7%	21,839	4,364	(17,475)	20.0%
Total 5800 · LABORATORY	85,668	29,070	56,598	33.9%	43,470	(14,400)	66.9%	7,033	1,071	(5,962)	15.2%
Total 5900 · PUBLIC OUTREACH	125,820	36,253	89,567	28.8%	62,910	(26,657)	57.6%	10,485	4,940	(5,545)	47.1%
<b>Total 6500 · DEBT SERVICE</b>	<b>330,000</b>	<b>318,094</b>	<b>11,906</b>	<b>96.4%</b>	<b>330,000</b>	<b>11,906</b>	<b>96.4%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>Total Expenditures</b>	<b>5,806,773</b>	<b>2,903,100</b>	<b>(2,903,673)</b>	<b>50.0%</b>	<b>3,116,199</b>	<b>(213,099)</b>	<b>93.2%</b>	<b>471,729</b>	<b>414,395</b>	<b>(57,334)</b>	<b>87.8%</b>
<b>General Fund Net Revenues Over Expenditures</b>	<b>872,883</b>	<b>463,197</b>	<b>(409,686)</b>		<b>28,273</b>	<b>434,924</b>		<b>2,043,960</b>	<b>2,260,600</b>	<b>216,640</b>	
<b>CAPITAL IMPROVEMENT FUND:</b>											
Total 6000 · CAPITAL IMPROVEMENTS REVENUE	-	2,796	(2,796)	0.0%	-	2,796	0.0%	-	-	-	0.0%
Total 6000 · CAPITAL IMPROVEMENTS EXPENDITURES	2,007,554	187,999	1,819,555	9.4%	545,004	(357,005)	34.5%	114,166	100,036	(14,130)	87.6%
<b>Capital Improvement Fund Net Revenue Over Expenditures</b>	<b>(2,007,554)</b>	<b>(185,203)</b>	<b>1,822,351</b>		<b>(545,004)</b>	<b>359,801</b>		<b>(114,166)</b>	<b>(100,036)</b>	<b>14,130</b>	



**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
 July through December 2022

	<u>Jul - Dec 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · PROGRAM REVENUES</b>				
4010 · Service Abatement Revenue -2451	132,259.44	125,626.00	6,633.44	105.28%
4020 · Special Benefit Assessmnt-2031	859,753.97	872,007.00	-12,253.03	98.6%
4030 · Special Mosquito Tax - 2439	244,547.38	247,128.00	-2,580.62	98.96%
<b>Total 4000 · PROGRAM REVENUES</b>	<b>1,236,560.79</b>	<b>1,244,761.00</b>	<b>-8,200.21</b>	<b>99.34%</b>
<b>4100 · PROPERTY TAX REVENUES</b>				
4105 · Current - Secured - 1021	1,577,392.82	1,511,129.00	66,263.82	104.39%
4110 · Current - Unsecured - 1031	97,956.21	121,525.00	-23,568.79	80.61%
4115 · Prior Year - Unsecured - 1033	1,702.41			
4120 · Current -Secured SB813-1041	34,270.53	65,000.00	-30,729.47	52.72%
4130 · Prior Y. Unsecured SB813-1042	725.53	0.00	725.53	100.0%
4140 · State Homeowner Prop-1831	1,526.20	2,203.00	-676.80	69.28%
<b>Total 4100 · PROPERTY TAX REVENUES</b>	<b>1,713,573.70</b>	<b>1,699,857.00</b>	<b>13,716.70</b>	<b>100.81%</b>
<b>4200 · OTHER TAX REVENUES</b>				
4210 · ERAF Rebate-1046	272,289.97	0.00	272,289.97	100.0%
4220 · Redevelop Passthrough-1024,2647	132,234.21	119,341.00	12,893.21	110.8%
<b>Total 4200 · OTHER TAX REVENUES</b>	<b>404,524.18</b>	<b>119,341.00</b>	<b>285,183.18</b>	<b>338.97%</b>
<b>4300 · OTHER REVENUES</b>				
4310 · Interest Earned (Cnty GF+VCJPA)	10,121.49	55,000.00	-44,878.51	18.4%
4311 · Interest Earned (Cnty Cap Fund)	2,796.05	7,500.00	-4,703.95	37.28%
4322 · Capital Lease Financing	0.00	0.00	0.00	0.0%
4323 · Sublease	0.00	0.00	0.00	0.0%
4340 · VCJPA / Misc. Income -2658	1,517.32	18,013.00	-16,495.68	8.42%
<b>Total 4300 · OTHER REVENUES</b>	<b>14,434.86</b>	<b>80,513.00</b>	<b>-66,078.14</b>	<b>17.93%</b>
<b>4800 · GRANT REVENUE</b>				
4810 · Operating Grants	0.00	0.00	0.00	0.0%
<b>Total 4800 · GRANT REVENUE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>3,369,093.53</b>	<b>3,144,472.00</b>	<b>224,621.53</b>	<b>107.14%</b>
<b>Expense</b>				
<b>5000 · SALARIES &amp; WAGES</b>				
5010 · Permanent Employees	1,210,832.09	1,227,147.00	-16,314.91	98.67%
5015 · Limited Term Employees	92,310.90	99,180.00	-6,869.10	93.07%
5020 · Seasonal Employees	90,950.75	87,161.00	3,789.75	104.35%
5040 · Board Trustees Meeting Stipend	7,800.00	12,098.00	-4,298.00	64.47%
<b>Total 5000 · SALARIES &amp; WAGES</b>	<b>1,401,893.74</b>	<b>1,425,586.00</b>	<b>-23,692.26</b>	<b>98.34%</b>
<b>5100 · EMPLOYEE BENEFITS</b>				
5110 · Retirement - Employer Contribut	169,362.54	159,372.00	9,990.54	106.27%
5115 · Retirement - Employee Contribut	9,378.97			
5116 · Alternate Retire-Employee Contr	572.18			
5125 · Actives - Medical Insurance	165,554.31	148,436.00	17,118.31	111.53%
5130 · Actives - HRA Health Reimb Acct	13,727.33	12,760.00	967.33	107.58%
5135 · Actives - Dental Insurance	13,954.05	15,888.00	-1,933.95	87.83%
5140 · Actives - Dental Reimbursement	253.00	600.00	-347.00	42.17%
5145 · Actives - Vision Insurance	2,482.47	2,857.00	-374.53	86.89%
5150 · Group Life Insurance	731.50			

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
 July through December 2022

	<u>Jul - Dec 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5155 · Retirees - HRA & Prescrip Reimb	5,000.00			
5160 · Retirees - HRA & Medical Reimb	25,933.20			
5165 · Long Term Disability - Standard	8,027.06	7,578.00	449.06	105.93%
5170 · Actives - Other Benefits	0.00			
5175 · Social Security & Medicare Tax	26,313.33	27,279.00	-965.67	96.46%
5180 · CA Unemployment/Disability Tax	1,145.15	9,091.00	-7,945.85	12.6%
5182 · Workers Compensation	109,506.00	132,437.00	-22,931.00	82.69%
5185 · Actives - Deferred Compensation	6,515.01			
<b>Total 5100 · EMPLOYEE BENEFITS</b>	<b>558,456.10</b>	<b>516,298.00</b>	<b>42,158.10</b>	<b>108.17%</b>
<b>5200 · TRAINING - BOARD &amp; STAFF</b>				
5205 · Coastal Regional Continuing Ed.	3,437.00	2,140.00	1,297.00	160.61%
5210 · Conferences / Workshops Board	8,015.97	17,490.00	-9,474.03	45.83%
5215 · Conferences / Workshops Staff	20,077.12	21,000.00	-922.88	95.61%
5220 · Staff Training	30.00	3,359.00	-3,329.00	0.89%
<b>Total 5200 · TRAINING - BOARD &amp; STAFF</b>	<b>31,560.09</b>	<b>43,989.00</b>	<b>-12,428.91</b>	<b>71.75%</b>
<b>5300 · ADMINISTRATION</b>				
5305 · Board Meeting Expenses	3,109.22	3,000.00	109.22	103.64%
5310 · Background / drug screening	385.49	502.00	-116.51	76.79%
5315 · County Accounting Service Chgs	16,012.50	16,000.00	12.50	100.08%
5325 · HR & Finance Consultant	1,860.48	13,554.00	-11,693.52	13.73%
5330 · Memberships & Subscriptions	25,830.00	16,558.00	9,272.00	156.0%
5335 · Office Expense	7,989.45	9,978.00	-1,988.55	80.07%
5340 · Janitorial/Household Expense	13,783.85	13,789.00	-5.15	99.96%
5345 · Prof. Services - Engineer Rpt	14,211.40	50,941.00	-36,729.60	27.9%
5350 · Legal Services	10,279.50	34,995.00	-24,715.50	29.37%
5355 · Property Tax Stormwater Assess	3,360.00	5,350.00	-1,990.00	62.8%
5360 · Permits	3,274.00	4,199.00	-925.00	77.97%
5375 · Audit	24,360.00	31,057.00	-6,697.00	78.44%
5380 · Copier and postage	2,835.90	3,053.00	-217.10	92.89%
5385 · Security and fire alarm	5,971.90	7,231.00	-1,259.10	82.59%
5390 · Payroll Service	4,544.67	4,303.00	241.67	105.62%
5395 · Bank Fees (County General Fund)	452.41	604.00	-151.59	74.9%
5396 · Bank Fees (County Capital Fund)	180.14	284.00	-103.86	63.43%
5399 · Facility Lease	67,503.65	67,056.00	447.65	100.67%
<b>Total 5300 · ADMINISTRATION</b>	<b>205,944.56</b>	<b>282,454.00</b>	<b>-76,509.44</b>	<b>72.91%</b>
<b>5400 · INSURANCE</b>				
5410 · Liability Insurance - VCJPA	98,808.00	101,171.00	-2,363.00	97.66%
5415 · Auto Physical Damage	2,401.00	2,566.00	-165.00	93.57%
5420 · Group Property Program	19,768.00	12,356.00	7,412.00	159.99%
5425 · VCJPA - General Fund Allocation	3,737.00	5,838.00	-2,101.00	64.01%
5430 · Group Fidelity	6,014.00	6,964.00	-950.00	86.36%
5435 · Non-owned Aircraft	4,625.00	6,359.00	-1,734.00	72.73%
5436 · Cyber Liability	2,952.95	7,500.00	-4,547.05	39.37%
5445 · Business Travel Accident Ins	0.00	500.00	-500.00	0.0%
<b>Total 5400 · INSURANCE</b>	<b>138,305.95</b>	<b>143,254.00</b>	<b>-4,948.05</b>	<b>96.55%</b>
<b>5450 · COMPUTER HARDWARE &amp; SOFTWARE</b>				
5455 · IT Consulting - Compu-Data	420.00	7,352.00	-6,932.00	5.71%

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
 July through December 2022

	<b>Jul - Dec 22</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
5460 · Computer Hardware	1,853.56	9,463.00	-7,609.44	19.59%
5465 · Computer Software	9,774.24	6,252.00	3,522.24	156.34%
5470 · Database & Mapping - License	0.00	15,000.00	-15,000.00	0.0%
5475 · Website Hosting / Microsoft	8,223.81	4,619.00	3,604.81	178.04%
<b>Total 5450 · COMPUTER HARDWARE &amp; SOFTWARE</b>	<b>20,271.61</b>	<b>42,686.00</b>	<b>-22,414.39</b>	<b>47.49%</b>
<b>5500 · FACILITIES MAINTENANCE</b>				
5505 · Facility - Repairs & Maint	24,699.57	25,771.00	-1,071.43	95.84%
<b>Total 5500 · FACILITIES MAINTENANCE</b>	<b>24,699.57</b>	<b>25,771.00</b>	<b>-1,071.43</b>	<b>95.84%</b>
<b>5550 · UTILITIES</b>				
5560 · Gas & Electricity - PG&E	12,472.00	15,253.00	-2,781.00	81.77%
5565 · Water	3,096.52	3,912.00	-815.48	79.15%
5570 · Phone - VOIP - Fusion/MegaPath	3,123.48	3,403.00	-279.52	91.79%
5575 · Phone - Land Line-AT&T/Comcast	2,031.66	2,762.00	-730.34	73.56%
5580 · Phone - Mobile Devices-Verizon	12,319.32	13,473.00	-1,153.68	91.44%
<b>Total 5550 · UTILITIES</b>	<b>33,042.98</b>	<b>38,803.00</b>	<b>-5,760.02</b>	<b>85.16%</b>
<b>5600 · FLEET MAINTENANCE</b>				
5610 · Garage Tools	7,777.70	4,252.00	3,525.70	182.92%
5615 · Garage Repairs Outside	3,992.53	3,994.00	-1.47	99.96%
5620 · Auto, Hotsy, Plug, Boat, Traile	10,675.18	8,498.00	2,177.18	125.62%
5630 · Ops Equipment & Repairs	6,292.61	7,500.00	-1,207.39	83.9%
5635 · Vehicle Accident Insur Claims	0.00	5,701.00	-5,701.00	0.0%
<b>Total 5600 · FLEET MAINTENANCE</b>	<b>28,738.02</b>	<b>29,945.00</b>	<b>-1,206.98</b>	<b>95.97%</b>
<b>5700 · OPERATIONS</b>				
5705 · Pesticides	9,230.17	67,657.00	-58,426.83	13.64%
5715 · Helicopter	17,267.25	19,254.00	-1,986.75	89.68%
5720 · Safety Equipment	2,160.38	3,908.00	-1,747.62	55.28%
5725 · Apparel - Uniforms & Boots	6,194.50	7,214.00	-1,019.50	85.87%
5730 · Mosquito Fish	1,493.43	2,002.00	-508.57	74.6%
5735 · Fuel	40,604.96	30,998.00	9,606.96	130.99%
<b>Total 5700 · OPERATIONS</b>	<b>76,950.69</b>	<b>131,033.00</b>	<b>-54,082.31</b>	<b>58.73%</b>
<b>5800 · LABORATORY</b>				
5805 · Disease Surveillance	1,122.87	5,348.00	-4,225.13	21.0%
5810 · Sentinel Chicken Flocks/Supply	329.30	1,602.00	-1,272.70	20.56%
5815 · Mosquito Blood	1,896.00	2,085.00	-189.00	90.94%
5820 · Dry Ice	6,065.74	5,850.00	215.74	103.69%
5825 · Lab Supplies	3,069.09	4,547.00	-1,477.91	67.5%
5830 · Lab Biowaste Disposal	539.70	1,300.00	-760.30	41.52%
5835 · Lab Equip. Repair	947.98	998.00	-50.02	94.99%
5840 · Lab Equip. Maintenance	539.49	1,500.00	-960.51	35.97%
5845 · Lab PCR Supplies	14,560.16	14,442.00	118.16	100.82%
5850 · Lab PCR Maintenance	0.00	5,798.00	-5,798.00	0.0%
<b>Total 5800 · LABORATORY</b>	<b>29,070.33</b>	<b>43,470.00</b>	<b>-14,399.67</b>	<b>66.87%</b>
<b>5900 · PUBLIC OUTREACH</b>				
5910 · Media and Network	24,310.84	57,178.00	-32,867.16	42.52%
5920 · Promotion & Printing	11,942.00	5,732.00	6,210.00	208.34%
<b>Total 5900 · PUBLIC OUTREACH</b>	<b>36,252.84</b>	<b>62,910.00</b>	<b>-26,657.16</b>	<b>57.63%</b>
<b>6000 · CAPITAL IMPROVEMENTS</b>				

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
 July through December 2022

	<u>Jul - Dec 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6010 · Building Improvements	116,744.08	350,000.00	-233,255.92	33.36%
6020 · Equipment - Operations & Admin	49,980.93	60,000.00	-10,019.07	83.3%
6025 · Software	0.00	110,000.00	-110,000.00	0.0%
6030 · Vehicle Leases	21,093.44	25,004.00	-3,910.56	84.36%
<b>Total 6000 · CAPITAL IMPROVEMENTS</b>	<u>187,818.45</u>	<u>545,004.00</u>	<u>-357,185.55</u>	<u>34.46%</u>
<b>6500 · DEBT SERVICE</b>				
6510 · Principal Payments	207,169.12	210,000.00	-2,830.88	98.65%
6520 · Interest Payments	110,925.00	120,000.00	-9,075.00	92.44%
<b>Total 6500 · DEBT SERVICE</b>	<u>318,094.12</u>	<u>330,000.00</u>	<u>-11,905.88</u>	<u>96.39%</u>
<b>Total Expense</b>	<u>3,091,099.05</u>	<u>3,661,203.00</u>	<u>-570,103.95</u>	<u>84.43%</u>
<b>Net Ordinary Income</b>	<u>277,994.48</u>	<u>-516,731.00</u>	<u>794,725.48</u>	<u>-53.8%</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Transfer In	0.00	0.00	0.00	0.0%
<b>Total Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Net Income</b>	<u><u>277,994.48</u></u>	<u><u>-516,731.00</u></u>	<u><u>794,725.48</u></u>	<u><u>-53.8%</u></u>

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
**December 2022**

	<u>Dec 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>4000 · PROGRAM REVENUES</b>				
4010 · Service Abatement Revenue -2451	2,064.89	2,782.00	-717.11	74.22%
4020 · Special Benefit Assessmnt-2031	859,753.97	872,007.00	-12,253.03	98.6%
4030 · Special Mosquito Tax - 2439	244,547.38	247,128.00	-2,580.62	98.96%
<b>Total 4000 · PROGRAM REVENUES</b>	<b>1,106,366.24</b>	<b>1,121,917.00</b>	<b>-15,550.76</b>	<b>98.61%</b>
<b>4100 · PROPERTY TAX REVENUES</b>				
4105 · Current - Secured - 1021	1,420,828.96	1,361,264.00	59,564.96	104.38%
4110 · Current - Unsecured - 1031	0.00	0.00	0.00	0.0%
4120 · Current -Secured SB813-1041	12,689.30	0.00	12,689.30	100.0%
4130 · Prior Y. Unsecured SB813-1042	725.53	0.00	725.53	100.0%
4140 · State Homeowner Prop-1831	1,526.20	1,258.00	268.20	121.32%
<b>Total 4100 · PROPERTY TAX REVENUES</b>	<b>1,435,769.99</b>	<b>1,362,522.00</b>	<b>73,247.99</b>	<b>105.38%</b>
<b>4200 · OTHER TAX REVENUES</b>				
4210 · ERAF Rebate-1046	0.00	0.00	0.00	0.0%
4220 · Redevelop Passthrough-1024,2647	132,234.21	0.00	132,234.21	100.0%
<b>Total 4200 · OTHER TAX REVENUES</b>	<b>132,234.21</b>	<b>0.00</b>	<b>132,234.21</b>	<b>100.0%</b>
<b>4300 · OTHER REVENUES</b>				
4310 · Interest Earned (Cnty GF+VCJPA)	0.00	27,500.00	-27,500.00	0.0%
4311 · Interest Earned (Cnty Cap Fund)	0.00	3,750.00	-3,750.00	0.0%
4322 · Capital Lease Financing	0.00	0.00	0.00	0.0%
4323 · Sublease	0.00	0.00	0.00	0.0%
4340 · VCJPA / Misc. Income -2658	624.76	0.00	624.76	100.0%
<b>Total 4300 · OTHER REVENUES</b>	<b>624.76</b>	<b>31,250.00</b>	<b>-30,625.24</b>	<b>2.0%</b>
<b>4800 · GRANT REVENUE</b>				
4810 · Operating Grants	0.00	0.00	0.00	0.0%
<b>Total 4800 · GRANT REVENUE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>2,674,995.20</b>	<b>2,515,689.00</b>	<b>159,306.20</b>	<b>106.33%</b>
<b>Expense</b>				
<b>5000 · SALARIES &amp; WAGES</b>				
5010 · Permanent Employees	210,670.23	199,568.00	11,102.23	105.56%
5015 · Limited Term Employees	15,258.00	16,529.00	-1,271.00	92.31%
5020 · Seasonal Employees	0.00	14,526.00	-14,526.00	0.0%
5040 · Board Trustees Meeting Stipend	1,400.00	2,017.00	-617.00	69.41%
<b>Total 5000 · SALARIES &amp; WAGES</b>	<b>227,328.23</b>	<b>232,640.00</b>	<b>-5,311.77</b>	<b>97.72%</b>
<b>5100 · EMPLOYEE BENEFITS</b>				
5110 · Retirement - Employer Contribut	37,060.33	26,563.00	10,497.33	139.52%
5115 · Retirement - Employee Contribut	9,378.97			
5116 · Alternate Retire-Employee Contr	572.18			
5125 · Actives - Medical Insurance	29,084.50	24,740.00	4,344.50	117.56%
5130 · Actives - HRA Health Reimb Acct	538.15	0.00	538.15	100.0%
5135 · Actives - Dental Insurance	2,520.45	2,648.00	-127.55	95.18%
5140 · Actives - Dental Reimbursement	94.00	100.00	-6.00	94.0%
5145 · Actives - Vision Insurance	442.55	476.00	-33.45	92.97%
5150 · Group Life Insurance	104.50			
5155 · Retirees - HRA & Prescrip Reimb	4,500.00			

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
**December 2022**

	<b>Dec 22</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
5160 · Retirees - HRA & Medical Reimb	9,601.70			
5165 · Long Term Disability - Standard	1,458.77	1,263.00	195.77	115.5%
5170 · Actives - Other Benefits	0.00			
5175 · Social Security & Medicare Tax	3,358.43	4,547.00	-1,188.57	73.86%
5180 · CA Unemployment/Disability Tax	86.80	1,516.00	-1,429.20	5.73%
5182 · Workers Compensation	0.00	0.00	0.00	0.0%
5185 · Actives - Deferred Compensation	6,515.01			
<b>Total 5100 · EMPLOYEE BENEFITS</b>	<b>105,316.34</b>	<b>61,853.00</b>	<b>43,463.34</b>	<b>170.27%</b>
<b>5200 · TRAINING - BOARD &amp; STAFF</b>				
5205 · Coastal Regional Continuing Ed.	0.00	0.00	0.00	0.0%
5210 · Conferences / Workshops Board	0.00	8,745.00	-8,745.00	0.0%
5215 · Conferences / Workshops Staff	1,010.01	10,500.00	-9,489.99	9.62%
5220 · Staff Training	0.00	559.00	-559.00	0.0%
<b>Total 5200 · TRAINING - BOARD &amp; STAFF</b>	<b>1,010.01</b>	<b>19,804.00</b>	<b>-18,793.99</b>	<b>5.1%</b>
<b>5300 · ADMINISTRATION</b>				
5305 · Board Meeting Expenses	2,746.53	500.00	2,246.53	549.31%
5310 · Background / drug screening	0.00	83.00	-83.00	0.0%
5315 · County Accounting Service Chgs	16,012.50	16,000.00	12.50	100.08%
5325 · HR & Finance Consultant	312.12	2,259.00	-1,946.88	13.82%
5330 · Memberships & Subscriptions	400.00	2,760.00	-2,360.00	14.49%
5335 · Office Expense	1,574.53	1,664.00	-89.47	94.62%
5340 · Janitorial/Household Expense	2,496.93	2,298.00	198.93	108.66%
5345 · Prof. Services - Engineer Rpt	0.00	25,471.00	-25,471.00	0.0%
5350 · Legal Services	1,311.00	5,832.00	-4,521.00	22.48%
5355 · Property Tax Stormwater Assess	0.00	0.00	0.00	0.0%
5360 · Permits	3,274.00	4,199.00	-925.00	77.97%
5375 · Audit	2,211.00	0.00	2,211.00	100.0%
5380 · Copier and postage	271.14	508.00	-236.86	53.37%
5385 · Security and fire alarm	614.25	1,206.00	-591.75	50.93%
5390 · Payroll Service	714.94	717.00	-2.06	99.71%
5395 · Bank Fees (County General Fund)	55.63	100.00	-44.37	55.63%
5396 · Bank Fees (County Capital Fund)	26.17	47.00	-20.83	55.68%
5399 · Facility Lease	11,239.03	11,176.00	63.03	100.56%
<b>Total 5300 · ADMINISTRATION</b>	<b>43,259.77</b>	<b>74,820.00</b>	<b>-31,560.23</b>	<b>57.82%</b>
<b>5400 · INSURANCE</b>				
5410 · Liability Insurance - VCJPA	0.00	0.00	0.00	0.0%
5415 · Auto Physical Damage	0.00	0.00	0.00	0.0%
5420 · Group Property Program	0.00	0.00	0.00	0.0%
5425 · VCJPA - General Fund Allocation	0.00	0.00	0.00	0.0%
5430 · Group Fidelity	0.00	0.00	0.00	0.0%
5435 · Non-owned Aircraft	0.00	0.00	0.00	0.0%
5436 · Cyber Liability	0.00	0.00	0.00	0.0%
5445 · Business Travel Accident Ins	0.00	0.00	0.00	0.0%
<b>Total 5400 · INSURANCE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>5450 · COMPUTER HARDWARE &amp; SOFTWARE</b>				
5455 · IT Consulting - Compu-Data	0.00	1,225.00	-1,225.00	0.0%
5460 · Computer Hardware	20.82	9,463.00	-9,442.18	0.22%

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
**December 2022**

	<b>Dec 22</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
5465 · Computer Software	6,039.14	1,042.00	4,997.14	579.57%
5470 · Database & Mapping - License	0.00	15,000.00	-15,000.00	0.0%
5475 · Website Hosting / Microsoft	1,320.00	769.00	551.00	171.65%
<b>Total 5450 · COMPUTER HARDWARE &amp; SOFTWARE</b>	<b>7,379.96</b>	<b>27,499.00</b>	<b>-20,119.04</b>	<b>26.84%</b>
<b>5500 · FACILITIES MAINTENANCE</b>				
5505 · Facility - Repairs & Maint	10,781.55	4,296.00	6,485.55	250.97%
<b>Total 5500 · FACILITIES MAINTENANCE</b>	<b>10,781.55</b>	<b>4,296.00</b>	<b>6,485.55</b>	<b>250.97%</b>
<b>5550 · UTILITIES</b>				
5560 · Gas & Electricity - PG&E	3,115.04	2,543.00	572.04	122.5%
5565 · Water	974.79	652.00	322.79	149.51%
5570 · Phone - VOIP - Fusion/MegaPath	527.35	568.00	-40.65	92.84%
5575 · Phone - Land Line-AT&T/Comcast	338.61	460.00	-121.39	73.61%
5580 · Phone - Mobile Devices-Verizon	2,064.64	2,246.00	-181.36	91.93%
<b>Total 5550 · UTILITIES</b>	<b>7,020.43</b>	<b>6,469.00</b>	<b>551.43</b>	<b>108.52%</b>
<b>5600 · FLEET MAINTENANCE</b>				
5610 · Garage Tools	516.60	708.00	-191.40	72.97%
5615 · Garage Repairs Outside	326.10	665.00	-338.90	49.04%
5620 · Auto, Hotsy, Plug, Boat, Traile	584.93	1,417.00	-832.07	41.28%
5630 · Ops Equipment & Repairs	522.72	1,250.00	-727.28	41.82%
5635 · Vehicle Accident Insur Claims	0.00	951.00	-951.00	0.0%
<b>Total 5600 · FLEET MAINTENANCE</b>	<b>1,950.35</b>	<b>4,991.00</b>	<b>-3,040.65</b>	<b>39.08%</b>
<b>5700 · OPERATIONS</b>				
5705 · Pesticides	0.00	11,276.00	-11,276.00	0.0%
5715 · Helicopter	0.00	3,209.00	-3,209.00	0.0%
5720 · Safety Equipment	170.09	651.00	-480.91	26.13%
5725 · Apparel - Uniforms & Boots	1,319.76	1,203.00	116.76	109.71%
5730 · Mosquito Fish	0.00	333.00	-333.00	0.0%
5735 · Fuel	2,874.47	5,167.00	-2,292.53	55.63%
<b>Total 5700 · OPERATIONS</b>	<b>4,364.32</b>	<b>21,839.00</b>	<b>-17,474.68</b>	<b>19.98%</b>
<b>5800 · LABORATORY</b>				
5805 · Disease Surveillance	0.00	892.00	-892.00	0.0%
5810 · Sentinel Chicken Flocks/Supply	50.41	268.00	-217.59	18.81%
5815 · Mosquito Blood	316.00	348.00	-32.00	90.81%
5820 · Dry Ice	497.00	975.00	-478.00	50.97%
5825 · Lab Supplies	98.33	758.00	-659.67	12.97%
5830 · Lab Biowaste Disposal	109.20	0.00	109.20	100.0%
5835 · Lab Equip. Repair	0.00	167.00	-167.00	0.0%
5840 · Lab Equip. Maintenance	0.00	250.00	-250.00	0.0%
5845 · Lab PCR Supplies	0.00	2,408.00	-2,408.00	0.0%
5850 · Lab PCR Maintenance	0.00	967.00	-967.00	0.0%
<b>Total 5800 · LABORATORY</b>	<b>1,070.94</b>	<b>7,033.00</b>	<b>-5,962.06</b>	<b>15.23%</b>
<b>5900 · PUBLIC OUTREACH</b>				
5910 · Media and Network	2,756.66	9,529.00	-6,772.34	28.93%
5920 · Promotion & Printing	2,182.90	956.00	1,226.90	228.34%
<b>Total 5900 · PUBLIC OUTREACH</b>	<b>4,939.56</b>	<b>10,485.00</b>	<b>-5,545.44</b>	<b>47.11%</b>
<b>6000 · CAPITAL IMPROVEMENTS</b>				
6010 · Building Improvements	96,421.10	0.00	96,421.10	100.0%

**San Mateo County Mosquito & Vector Control District**  
**Statement of Revenues, Expenses & Changes- Budget vs. Actual**  
December 2022

	<u>Dec 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6020 · Equipment - Operations & Admin	0.00	0.00	0.00	0.0%
6025 · Software	0.00	110,000.00	-110,000.00	0.0%
6030 · Vehicle Leases	3,588.49	4,166.00	-577.51	86.14%
<b>Total 6000 · CAPITAL IMPROVEMENTS</b>	<u>100,009.59</u>	<u>114,166.00</u>	<u>-14,156.41</u>	<u>87.6%</u>
<b>6500 · DEBT SERVICE</b>				
6510 · Principal Payments	0.00	0.00	0.00	0.0%
6520 · Interest Payments	0.00	0.00	0.00	0.0%
<b>Total 6500 · DEBT SERVICE</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Total Expense</b>	<u>514,431.05</u>	<u>585,895.00</u>	<u>-71,463.95</u>	<u>87.8%</u>
<b>Net Ordinary Income</b>	<u>2,160,564.15</u>	<u>1,929,794.00</u>	<u>230,770.15</u>	<u>111.96%</u>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Transfer In	0.00	0.00	0.00	0.0%
<b>Total Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Net Other Income</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>
<b>Net Income</b>	<u><u>2,160,564.15</u></u>	<u><u>1,929,794.00</u></u>	<u><u>230,770.15</u></u>	<u><u>111.96%</u></u>



**San Mateo County Mosquito & Vector Control District**  
**A/R Aging Summary**  
 As of December 31, 2022

12/31/2022

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
California Invasive Plant Council	0.00	0.00	0.00	2,467.60	28,948.64	31,416.24
City of Foster City	35.31	0.00	1,821.17	0.00	0.00	1,856.48
City of Pacifica Public Works Wastewater	0.00	0.00	78.08	0.00	0.00	78.08
City of Redwood City, Public Works	0.00	0.00	731.44	0.00	0.00	731.44
City of San Francisco, Public Utilities	563.44	0.00	0.00	0.00	0.00	563.44
City of San Mateo, Wastewater Treatment	85.39	0.00	85.39	0.00	0.00	170.78
City of South San Francisco Water Quality	84.03	0.00	0.00	0.00	0.00	84.03
San Francisco Int'l Airport	886.88	0.00	0.00	0.00	0.00	886.88
Sewer Authority Mid-Coastside	78.08	0.00	0.00	0.00	0.00	78.08
Silicon Valley Clean Water	331.76	0.00	167.86	0.00	0.00	499.62
<b>TOTAL</b>	<b><u>2,064.89</u></b>	<b><u>0.00</u></b>	<b><u>2,883.94</u></b>	<b><u>2,467.60</u></b>	<b><u>28,948.64</u></b>	<b><u>36,365.07</u></b>

**San Mateo County Mosquito & Vector Control District**  
**A/R Aging Summary**  
 As of January 20, 2023

01/20/2023

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
California Invasive Plant Council	0.00	0.00	0.00	2,467.60	14,774.21	17,241.81
City of Foster City	0.00	35.31	0.00	0.00	0.00	35.31
City of San Francisco, Public Utilities	0.00	563.44	0.00	0.00	0.00	563.44
City of San Mateo, Wastewater Treatment	0.00	85.39	85.39	0.00	0.00	170.78
City of South San Francisco Water Quality	0.00	84.03	0.00	0.00	0.00	84.03
San Francisco Int'l Airport	0.00	886.88	0.00	0.00	0.00	886.88
Sewer Authority Mid-Coastside	0.00	78.08	0.00	0.00	0.00	78.08
Silicon Valley Clean Water	0.00	331.76	167.86	0.00	0.00	499.62
<b>TOTAL</b>	<b><u>0.00</u></b>	<b><u>2,064.89</u></b>	<b><u>253.25</u></b>	<b><u>2,467.60</u></b>	<b><u>14,774.21</u></b>	<b><u>19,559.95</u></b>

**San Mateo County Mosquito and Vector Control District**  
**Cash Activity & Reconciliation to County Statement**  
**General Fund**  
**December 31, 2022**

**GF-Dec**  
**2022**

**Beginning Cash per District as of Nov 30, 2022** 5,371,949

**Reductions**

Payroll Related (ADP) (197,926)  
 Checks Written (210,985)  
 Bank Fee (56)

**Total Reductions** (408,966)

**Additions**

Quarterly Interest -  
 Abatement Services 95,030  
 Property Tax Revenue 1,419,757  
 ERAF Rebate -  
 RDA/RPTTF 132,234  
 Special Benefit Assessment 859,754  
 Special Mosquito Tax 244,547  
 Voided CK#22285 1,554  
 Misc Deposit 625

**Total Additions** 2,753,501

**Ending Cash per District as of Dec 31, 2022** 7,716,484

**Cash per County General Fund Statement** 7,716,484

Difference -

COUNTY OF SAN MATEO Verbose [D E T A I L E D T R I A L B A L A N C E] 12/01/2022-12/31/2022 Page 2  
 THU, JAN 12, 2023, 3:08 PM --req: VALENCIR--leg: GL JL--loc: CONTROL---job:15950870 J4817---prog: GL501 <1.86>--report id: GLTBAL01

SORT ORDER: SUB ACCT within SUB UNIT

SELECT ORG SUB UNIT: 02705-02706

Lg SUB UNIT Title	Director	St Tr	FDGP	FUND	SUB FUND	DEPT	DIVISION	SECTION	PROGRAM	BUDGET
GL 02706 County Mosquito Abatemen	Controller	A	07	02706	02706	00140	00000	00000	00000	00000
SUB ACCT	Date	Primary Ref.	Transaction Description	Debit	Credit	Balance				
0111 Claim on Cash			Prior to 12/01/22	8,216,950.76	2,845,002.02	5,371,948.74				
	12/01/22	JE530744	AutoID: JRVD29B2 Job: 15928 JE	1,553.82	0.00	5,373,502.56				
	12/10/22	RJ15CFT2	Daily Cash Float Tsfr-Op Fd JE	14,524.02	0.00	5,388,026.58				
	12/15/22	HOED152	AutoID: ITXD15J2 Job: 15897 JE	1,526.20	0.00	5,389,552.78				
	12/15/22	SECD152	AutoID: ITXD15H2 Job: 15898 JE	2,513,376.06	0.00	7,902,928.84				
	12/15/22	REFD152	AutoID: ITXD15G2 Job: 15898 JE	0.00	3,757.29	7,899,171.55				
	12/15/22	RJ1D152	AutoID: ITXD15C2 Job: 15898 JE	1,574.37	0.00	7,900,745.92				
	12/15/22	UNID152	AutoID: ITXD15A2 Job: 15898 JE	15,511.54	0.00	7,916,257.46				
	12/15/22	JE530155	AutoID: JTTD12A2 Job: 15898 JE	0.00	16,012.50	7,900,244.96				
	12/20/22	JE530450	AutoID: JHCD20A2 Job: 15913 JE	0.00	55.63	7,900,189.33				
	12/20/22	RJ15CFT2	Daily Cash Float Tsfr-Op Fd JE	80,921.28	0.00	7,981,110.61				
	12/28/22	RJ15CFT2	Daily Cash Float Tsfr-Op Fd JE	208.98	0.00	7,981,319.59				
	12/29/22	ABXD292K	AutoID: ITXD29C2 Job: 15917 JE	130,659.84	0.00	8,111,979.43				
	12/29/22	SPUD292	AutoID: ITXD29A2 Job: 15921 JE	725.53	0.00	8,112,704.96				
	12/29/22	SPSD292	AutoID: ITXD29E2 Job: 15921 JE	12,689.30	0.00	8,125,394.26				
	12/29/22	JE530753	AutoID: JRVD29C2 Job: 15922 JE	0.00	408,910.07	7,716,484.19				
		DR	* SUB ACCT Total *	10,990,221.70*	3,273,737.51*	7,716,484.19*				

San Mateo County Mosquito and Vector Control District  
 Cash Activity & Reconciliation to County Statement  
 Capital Project Fund  
 December 31, 2022

<b>CPF-Dec 2022</b>
-------------------------

Beginning Cash per District as of Nov 30, 2022 940,281

<b>Reductions</b>	
Checks Written	(3,588)
Bank Fee	(26)
Transfer-Out to General Fund	-
<b>Total Reductions</b>	<u>(3,615)</u>

<b>Additions</b>	
Quarterly Interest	-
Transfer-In from General Fund	-
<b>Total Additions</b>	<u>-</u>

Ending Cash per District as of Dec 31, 2022 936,666

Cash per County Capital Project Fund Statement 936,666

Difference -

COUNTY OF SAN MATEO Verbose [ D E T A I L E D T R I A L B A L A N C E ] 12/01/2022-12/31/2022 Page 1  
 THU, JAN 12, 2023, 3:08 PM --req: VALENCIR--leg: GL JL--loc: CONTROL---job:15950870 J4817---prog: GL501 <1.86>--report id: GLTBAL01

SORT ORDER: SUB ACCT within SUB UNIT

SELECT ORG SUB UNIT: 02705-02706

Lg SUB UNIT Title	Director	St Tr	FDGP	FUND	SUB FUND	DEPT	DIVISION	SECTION	PROGRAM	BUDGET
GL 02705 SMC Mosq Abate-CP Proj F	Controller	A	07	02705	02705	00140	00000	00000	00000	00000

SUB ACCT	Date	Primary Ref.	Transaction Description	Debit	Credit	Balance
0111 Claim on Cash			Prior to 12/01/22	1,028,243.90	87,962.83	940,281.07
	12/20/22	JE530450	AutoID: JHCD20A2 Job: 15913 JE	0.00	26.17	940,254.90
	12/29/22	JE530753	AutoID: JRVD29C2 Job: 15922 JE	0.00	3,588.49	936,666.41
		DR	* SUB ACCT Total *	1,028,243.90*	91,577.49*	936,666.41*

**San Mateo County Mosquito and Vector Control District**  
**ADP Payroll Disbursement**  
 December 31, 2022

Dec 2022
-------------

	<u>December 9, 2022</u>	<u>December 23, 2022</u>	Footnotes:
<b>Payroll ACH Disbursement (including Net Pay &amp; Taxes )</b>			
Total Net Pay	70,455	75,949	
Federal W/H Tax	14,033	15,582	
Social Security Tax	-	174	← A
Medicare	3,157	3,411	
CA W/H Tax	5,900	6,539	
CA SUI/DI	953	1,060	
<b>Total</b>	<b>94,497</b>	<b>102,714</b>	
<b>ADP Process Fee PPE 11/05 &amp; 11/19</b>	<b>259</b>	<b>296</b>	
<b>ADP Time &amp; Attend Processing Chrg</b>	<b>159</b>	<b>-</b>	
<b>Total amount for the period</b>	<b><u>94,915</u></b>	<b><u>103,010</u></b>	
<b>Total amount for the month:</b>		<b><u>197,926</u></b>	

**Footnotes:**

A. Social Security expenditure incurred for seasonal employees and Trustees stipends

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

Num	Date	Name	Memo	Account	Original Amount
22311	12/01/2022	Amazon Capital Services	Account # ARX6UTA334C06	1015 · Checking -Union Bank - GF x9757	-1,171.62
1H1F-DQ6M-67T4	11/30/2022		Trip prevention for board room	5335 · Office Expense	21.91
			Webcam for Carolan property	5460 · Computer Hardware	24.04
			Misc shop tools	5610 · Garage Tools	233.51
			Fleet maintenance supplies	5620 · Auto, Hotsy, Plug, Boat, Traile	347.73
			Ops equipment	5630 · Ops Equipment & Repairs	114.00
			Rain jackets for techs	5725 · Apparel - Uniforms & Boots	219.20
			EPA coop and net repair supply	5805 · Disease Surveillance	37.25
			Lab supplies	5825 · Lab Supplies	173.98
TOTAL					1,171.62
22312	12/01/2022	American Fidelity Assurance	Payor: 56840	1015 · Checking -Union Bank - GF x9757	-457.98
D525037	11/18/2022		Life/Acc/Cancer EE Insurance for Nov-2022	5170 · Actives - Other Benefits	457.98
TOTAL					457.98
22313	12/01/2022	American Fidelity Assurance Compan	Payor: 56840	1015 · Checking -Union Bank - GF x9757	-1,553.82
2157336	10/28/2022		Flexible Spending Account (Employee Contrib)	5170 · Actives - Other Benefits	1,553.82
TOTAL					1,553.82
22314	12/01/2022	American Fidelity Assurance Compan	Payor: 56840	1015 · Checking -Union Bank - GF x9757	-1,553.82
2157339A	12/01/2022		Flexible Spending Account (Employee Contrib)	5170 · Actives - Other Benefits	1,553.82
TOTAL					1,553.82
22315	12/01/2022	Angela Nakano	Per Diem @ MVCAC Mtg 12/6-12/7/2022	1015 · Checking -Union Bank - GF x9757	-172.50
MVCAC-Mtg 12-6	12/01/2022		Per Diem @ MVCAC Mtg 12/6-12/7/2022	5215 · Conferences / Workshops Staff	172.50
TOTAL					172.50
22316	12/01/2022	Charles P. Hansen	Retiree Health Insurance Reimb-Dec '22	1015 · Checking -Union Bank - GF x9757	-553.03

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Original Amount</u>
12012022	12/01/2022		Retiree Health Insurance Reimb-Dec '22	5160 · Retirees - HRA & Medical Reimb	553.03
TOTAL					553.03
<b>22317</b>	<b>12/01/2022</b>	<b>Dennis J Jewell</b>	<b>Retiree Health Insurance Reimb-Dec '22</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-553.03</b>
12012022	12/01/2022		Retiree Health Insurance Reimb-Dec '22	5160 · Retirees - HRA & Medical Reimb	553.03
TOTAL					553.03
<b>22318</b>	<b>12/01/2022</b>	<b>Flyers Energy, LLC</b>	<b>Account 700895</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-1,861.36</b>
CFS-3225885	11/15/2022		Fuels 11/01/2022-11/15/2022	5735 · Fuel	1,861.36
TOTAL					1,861.36
<b>22319</b>	<b>12/01/2022</b>	<b>Fusion, LLC</b>	<b>Customer No. 3789973</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-527.35</b>
9600291	11/17/2022		Phone System Dec-2022	5570 · Phone - VOIP - Fusion/MegaPath	527.35
TOTAL					527.35
<b>22320</b>	<b>12/01/2022</b>	<b>Government Finance Officers Assoc</b>	<b>Notice #2308318; Membership #300208318</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-160.00</b>
2308318	11/30/2022		Membership renewal 2/1/23-1/31/24 (Richard Arrow)	5330 · Memberships & Subscriptions	160.00
TOTAL					160.00
<b>22321</b>	<b>12/01/2022</b>	<b>Great-West Life &amp; Annuity Co</b>	<b>Group No. 98368</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-5,312.69</b>
11192022	11/19/2022		Employee Deferred Comp PPE 11/19/2022	5185 · Actives - Deferred Compensation	5,312.69
TOTAL					5,312.69
<b>22322</b>	<b>12/01/2022</b>	<b>Jarvis Fay LLP</b>	<b>Invoice 17055</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-2,422.50</b>
17055	10/31/2022		Board Matters (7.2 hrs) - Legal Services thru Oct-2022	5350 · Legal Services	2,052.00
			District Mgr Evaluation (1.3 hrs)	5350 · Legal Services	370.50
TOTAL					2,422.50
<b>22323</b>	<b>12/01/2022</b>	<b>Leading Edge Associates, Inc.</b>	<b>Invoice #1797</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-1,659.75</b>

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

Num	Date	Name	Memo	Account	Original Amount
1797	10/14/2022		PV Aerial Application Services (GranularPV35x)	5715 · Helicopter	1,659.75
TOTAL					1,659.75
<b>22324</b>	<b>12/01/2022</b>	<b>Life Technologies Corporation</b>	<b>Invoice #82224596</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-51.86</b>
82224596	11/09/2022		PCR supplies restocking (P.O.#02706-1843)	5845 · Lab PCR Supplies	51.86
TOTAL					51.86
<b>22325</b>	<b>12/01/2022</b>	<b>Napa Auto Parts</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-544.94</b>
147575	11/15/2022		Batteries for trucks (2)	5620 · Auto, Hotsy, Plug, Boat, Traile	526.18
148232	11/29/2022		Antifreeze for fleet maintenance	5620 · Auto, Hotsy, Plug, Boat, Traile	18.76
TOTAL					544.94
<b>22326</b>	<b>12/01/2022</b>	<b>Pitney Bowes Global Financial Services</b>	<b>0076-7976-00-4</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-209.35</b>
3105826098	11/27/2022		Postage meter rental 10/01/22-12/31/22	5380 · Copier and postage	209.35
TOTAL					209.35
<b>22327</b>	<b>12/01/2022</b>	<b>Public Agency Retirement Services (P</b>	<b>Customer #SAN400</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-312.12</b>
51846	11/11/2022		PARS Alternate Retirement System Fees PE 09/30/2022	5325 · HR & Finance Consultant	312.12
TOTAL					312.12
<b>22328</b>	<b>12/01/2022</b>	<b>Quench USA, Inc.</b>	<b>A/C #D322868</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-205.00</b>
INV04525646	12/01/2022		Water Dispenser Rental - Dec 2022	5335 · Office Expense	205.00
TOTAL					205.00
<b>22329</b>	<b>12/01/2022</b>	<b>San Mateo County Retirement Assoc. SM M.A.D.</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-21,732.41</b>
11192022	11/19/2022		Employee Contribution Pay Period 11/06/2022-11/19/2022	5115 · Retirement - Employee Contribut	9,378.97
			Employer Contribution Pay Period 11/06/2022-11/19/2022	5110 · Retirement - Employer Contribut	12,353.44
TOTAL					21,732.41

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

Num	Date	Name	Memo	Account	Original Amount
22330	12/01/2022	Standard Insurance Company	142979	1015 · Checking -Union Bank - GF x9757	-1,371.58
	142979-0001 Nov. 11/18/2022		Long term disability due 12/01/2022	5165 · Long Term Disability - Standard	1,371.58
TOTAL					1,371.58
22331	12/01/2022	Streamline	Invoice No: 112D6F75-0022	1015 · Checking -Union Bank - GF x9757	-370.00
	112D6F75-0022 12/01/2022		Streamline Web 12/01/2022-01/1/2023	5475 · Website Hosting / Microsoft	370.00
TOTAL					370.00
22332	12/01/2022	U.S. Bank PARS Account # 674602240	Agency Name: San Mateo County Mosquito & Vector Control District	1015 · Checking -Union Bank - GF x9757	-572.18
	6746022400-P11- 11/19/2022		Alternate Retirement System for Richard Arrow PPE 11/19/2022	5116 · Alternate Retire-Employee Contr	572.18
TOTAL					572.18
22333	12/14/2022	Aim To Please Janitorial Services	Invoice #54 - Oct 2022	1015 · Checking -Union Bank - GF x9757	-1,633.25
	55 11/30/2022		1351 Rollins Janitorial Services-Nov 2022	5340 · Janitorial/Household Expense	1,200.00
			1415 N Carolan Janitorial Services	5340 · Janitorial/Household Expense	325.00
			1415 N Carolan Restroom Cleaning	5340 · Janitorial/Household Expense	108.25
TOTAL					1,633.25
22334	12/14/2022	Airgas Dry Ice	4317638	1015 · Checking -Union Bank - GF x9757	-248.70
	9132821541 12/06/2022		Dry Ice (200 lbs)	5820 · Dry Ice	248.70
TOTAL					248.70
22335	12/14/2022	Angela Nakano	Hotel Reimb @ MVCAC Mtg 12/6-12/7/2022	1015 · Checking -Union Bank - GF x9757	-186.26
	MVCAC-Hotel Rei 12/07/2022		Hotel Reimb @ MVCAC Mtg 12/6-12/7/2022	5215 · Conferences / Workshops Staff	247.76
			Less Overpaid from Per Diem Payment	5215 · Conferences / Workshops Staff	-61.50
TOTAL					186.26
22336	12/14/2022	Cintas Corporation #0156	Customer #11322412	1015 · Checking -Union Bank - GF x9757	-64.17



**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

Num	Date	Name	Memo	Account	Original Amount
5135738103	12/06/2022		First Aid-Kit refill (2)	5720 · Safety Equipment	64.17
TOTAL					64.17
<b>22337</b>	<b>12/14/2022</b>	<b>Cintas Corporation #464</b>	<b>Payer #15914933</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-719.52</b>
15914933 Nov-20	11/30/2022		Uniform Services 11/02/22 Inv #4136140401	5725 · Apparel - Uniforms & Boots	155.03
			Uniform Services 11/09/22 Inv #4136835135	5725 · Apparel - Uniforms & Boots	155.03
			Uniform Services 11/16/22 Inv #4137569414	5725 · Apparel - Uniforms & Boots	155.03
			Uniform Services 11/22/22 Inv #4138233585	5725 · Apparel - Uniforms & Boots	124.42
			Uniform Services 11/30/22 Inv #4138907792	5725 · Apparel - Uniforms & Boots	130.01
TOTAL					719.52
<b>22338</b>	<b>12/14/2022</b>	<b>Comcast</b>	<b>A/C #8155200280283815</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-164.33</b>
81552002802838	12/03/2022		Business Internet 12/08/22-01/07/23 (1351 Rollins)	5575 · Phone - Land Line-AT&T/Comcast	164.33
TOTAL					164.33
<b>22339</b>	<b>12/14/2022</b>	<b>Eco Medical Inc.</b>	<b>Invoice #15516</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-109.20</b>
15516	11/30/2022		28 Gal. Bio-waste container pick-up - Nov 2022	5830 · Lab Biowaste Disposal	104.00
			Temporary Fuel Charge 5%	5830 · Lab Biowaste Disposal	5.20
TOTAL					109.20
<b>22340</b>	<b>12/14/2022</b>	<b>FDAC EBA</b>	<b>51 - SMCMVCD Billing Period Jan-2023</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-33,175.38</b>
FDAC0123-SMCM	12/08/2022		Medical Insurance for Jan-2023	5125 · Actives - Medical Insurance	30,107.88
			Dental Insurance	5135 · Actives - Dental Insurance	2,520.45
			Vision	5145 · Actives - Vision Insurance	442.55
			Hartford Group Life	5150 · Group Life Insurance	104.50
TOTAL					33,175.38
<b>22341</b>	<b>12/14/2022</b>	<b>Flyers Energy, LLC</b>	<b>Account 700895</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-2,080.63</b>
CFS-3237882	11/30/2022		Fuels 11/16/2022-11/30/2022	5735 · Fuel	2,080.63

**San Mateo County Mosquito & Vector Control District  
Check Detail**

December 2022

<b>GF-Dec 2022</b>
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Num	Date	Name	Memo	Account	Original Amount
TOTAL					2,080.63
22342	12/14/2022	Great-West Life & Annuity Co	Group No. 98368	1015 · Checking -Union Bank - GF x9757	-5,312.69
12032022	12/03/2022		Employee Deferred Comp PPE 12/03/2022	5185 · Actives - Deferred Compensation	5,312.69
TOTAL					5,312.69
22343	12/14/2022	Kone Inc.	Customer #N191941	1015 · Checking -Union Bank - GF x9757	-1,791.57
962386511	12/01/2022		Elevator Maintenance 12/01/2021-02/28/2023	5505 · Facility - Repairs & Maint	1,497.18
			Emergency Monitoring & Wireless Service	5505 · Facility - Repairs & Maint	294.39
TOTAL					1,791.57
22344	12/14/2022	Lampire Biological Laboratories, Inc.	A/C # SANMAT	1015 · Checking -Union Bank - GF x9757	-316.00
456945	12/06/2022		Chicken Blood (PO# 02076-1779)	5815 · Mosquito Blood	316.00
TOTAL					316.00
22345	12/14/2022	MidAmerica-AUL Health Benefit Trust San Mateo County Mosquito		1015 · Checking -Union Bank - GF x9757	-4,500.00
Jan-Dec'23 HRA I	12/13/2022		Retirees HRA Drug Reimb (Jan-Dec 2023)	5155 · Retirees - HRA & Prescrip Reimb	4,500.00
TOTAL					4,500.00
22346	12/14/2022	MidAmerica-AUL Health Benefit Trust San Mateo County Mosquito		1015 · Checking -Union Bank - GF x9757	-8,375.64
Jan-Jun'23-HRA M	12/13/2022		Retiree HRA Medical Premium Reimb (Jan-Jun 2023)	5160 · Retirees - HRA & Medical Reimb	8,375.64
TOTAL					8,375.64
22347	12/14/2022	Orange County Mosquito & Vector Control		1015 · Checking -Union Bank - GF x9757	-195.00
12-SMC1222	12/06/2022		Hard copy books-Grandmother Mosquito (Qty: 15)	5920 · Promotion & Printing	195.00
TOTAL					195.00
22348	12/14/2022	Pacific Office Automation	Customer #446374	1015 · Checking -Union Bank - GF x9757	-271.14

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

Num	Date	Name	Memo	Account	Original Amount
781287	12/05/2022		Maintenance for 1 Color & 2 Blk/Wht Copiers 12/02/22-01/02/23	5380 · Copier and postage	271.14
TOTAL					271.14
<b>22349</b>	<b>12/14/2022</b>	<b>PG&amp;E</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-2,762.04</b>
5594119880-0 No	11/28/2022		PGE Elec & Gas for 1415 N Carolan 10/27/22-11/28/2022	5560 · Gas & Electricity - PG&E	755.54
5584709654-6 No	11/28/2022		1351 Rollins Site 10/27/2022-11/28/2022	5560 · Gas & Electricity - PG&E	2,006.50
TOTAL					2,762.04
<b>22350</b>	<b>12/14/2022</b>	<b>Recology San Mateo County</b>	<b>A/C #731001072</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-456.00</b>
47896584	11/29/2022		Garbage Service - Nov 2022	5340 · Janitorial/Household Expense	456.00
TOTAL					456.00
<b>22351</b>	<b>12/14/2022</b>	<b>RMT Landscape Contractors, Inc.</b>	<b>Customer #M332</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-790.00</b>
20221235	12/10/2022		Landscape Maintenance Dec-2022 (1351 Rollins Rd)	5505 · Facility - Repairs & Maint	495.00
			Landscape Maintenance (1415 N Carolan Ave)	5505 · Facility - Repairs & Maint	295.00
TOTAL					790.00
<b>22352</b>	<b>12/14/2022</b>	<b>San Mateo County Retirement Assoc. SM M.A.D.</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-21,732.42</b>
12032022	12/03/2022		Employee Contribution Pay Period 11/20/2022-12/03/2022	5115 · Retirement - Employee Contribut	9,378.97
			Employer Contribution Pay Period 11/20/2022-12/03/2022	5110 · Retirement - Employer Contribut	12,353.45
TOTAL					21,732.42
<b>22353</b>	<b>12/14/2022</b>	<b>San Mateo Lockworks Inc</b>	<b>Invoice #146002</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-3,992.21</b>
146002	12/06/2022		Front door panic bar replacement (PO#02706-1848)	5505 · Facility - Repairs & Maint	3,992.21
TOTAL					3,992.21
<b>22354</b>	<b>12/14/2022</b>	<b>Spark Creative Design</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-1,565.12</b>
2684	12/06/2022		Tick Yard Survey EDDM Postcards (Qty: 932)	5920 · Promotion & Printing	740.12
2673	12/06/2022		Edits and Designs for Printed District Services	5920 · Promotion & Printing	825.00

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
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Num	Date	Name	Memo	Account	Original Amount
TOTAL					1,565.12
22355	12/14/2022	State Water Resources Control Board Facility ID: 2 41AP00018		1015 · Checking -Union Bank - GF x9757	-3,274.00
WD-0213020	12/08/2022		SWRCB Annual Permit Fee	5360 · Permits	3,274.00
TOTAL					3,274.00
22356	12/14/2022	Theresa Shelton	Dental reimbursement for self	1015 · Checking -Union Bank - GF x9757	-94.00
DentalReimb12-6-	12/06/2022		Dental reimbursement for self	5140 · Actives - Dental Reimbursement	94.00
TOTAL					94.00
22357	12/14/2022	U.S. Bank PARS Account # 674602240 Agency Name: San Mateo County Mosquito & Vector Control District		1015 · Checking -Union Bank - GF x9757	-572.18
6746022400-P12-	12/03/2022		Alternate Retirement System for Richard Arrow PPE 12/03/2022	5116 · Alternate Retire-Employee Contr	572.18
TOTAL					572.18
22358	12/14/2022	Verizon	A/C #271667168-00001	1015 · Checking -Union Bank - GF x9757	-1,666.35
9921517011	11/26/2022		Services for period 10/27-11/26/22 (CalNet)	5580 · Phone - Mobile Devices-Verizon	1,666.35
TOTAL					1,666.35
22359	12/14/2022	U.S. Bank	4246-0445-5564-6391	1015 · Checking -Union Bank - GF x9757	-12,352.57
11222022	11/22/2022		District Credit Card Payment	1040 · US Bank Purchase Card	12,352.57
TOTAL					12,352.57
22360	12/29/2022	Great-West Life & Annuity Co	Group No. 98368	1015 · Checking -Union Bank - GF x9757	-5,312.69
12172022	12/17/2022		Employee Deferred Comp PPE 12/17/2022	5185 · Actives - Deferred Compensation	5,312.69
TOTAL					5,312.69
22361	12/29/2022	San Mateo County Retirement Assoc. SM M.A.D.		1015 · Checking -Union Bank - GF x9757	-21,732.41
12172022	12/17/2022		Employee Contribution Pay Period 12/04/2022-12/17/2022	5115 · Retirement - Employee Contribut	9,378.97

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

**December 2022**

<b>GF-Dec 2022</b>
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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Original Amount</u>
			Employer Contribution Pay Period 12/04/2022-12/17/2022	5110 · Retirement - Employer Contribut	12,353.44
TOTAL					21,732.41
<b>22362</b>	<b>12/29/2022</b>	<b>U.S. Bank PARS Account # 67460224( Agency Name: San Mateo County Mosquito &amp; Vector Control District  </b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-572.18</b>
6746022400-P12-	12/17/2022		Alternate Retirement System for Richard Arrow PPE 12/17/2022	5116 · Alternate Retire-Employee Contr	572.18
TOTAL					572.18
<b>22363</b>	<b>12/29/2022</b>	<b>Angelle Desiree LaBeaud</b>	<b>May, Jul &amp; Sep '22 Board Meeting Exp Reimb</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-300.00</b>
May,July,Sep'22R	12/28/2022		May, Jul & Sep '22 Board Meeting Exp Reimb	5305 · Board Meeting Expenses	300.00
TOTAL					300.00
<b>22364</b>	<b>12/29/2022</b>	<b>Irena Gilligan</b>	<b>Jul, Sep, Nov &amp; Dec '22 Board Meeting Exp Reimb</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-400.00</b>
Jul,Sep,Nov,Dec'2	12/28/2022		Jul, Sep, Nov & Dec '22 Board Meeting Exp Reimb	5305 · Board Meeting Expenses	400.00
TOTAL					400.00
<b>22365</b>	<b>12/29/2022</b>	<b>Mason Brutschy</b>	<b>Jul &amp; Sept thru Dec 2022 Board Meeting Exp Reimbursement</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-500.00</b>
Jul-Dec2022 Exp	12/15/2022		Jul & Sept thru Dec 2022 Board Meeting Exp Reimbursement	5305 · Board Meeting Expenses	500.00
TOTAL					500.00
<b>22366</b>	<b>12/29/2022</b>	<b>Michael D. Yoshida</b>	<b>Jul &amp; Sept thru Dec 2022 Board Meeting Exp Reimbursement</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-500.00</b>
Jul-Dec'22 Reimb	12/16/2022		Jul & Sept thru Dec 2022 Board Meeting Exp Reimbursement	5305 · Board Meeting Expenses	500.00
TOTAL					500.00
<b>22367</b>	<b>12/29/2022</b>	<b>American Fidelity Assurance</b>	<b>Payor: 56840</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-457.98</b>
D536806	12/20/2022		Life/Acc/Cancer EE Insurance for Dec-2022	5170 · Actives - Other Benefits	457.98
TOTAL					457.98
<b>22368</b>	<b>12/29/2022</b>	<b>Badawi &amp; Associates</b>	<b>Invoice #1343</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-2,211.00</b>

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Original Amount</u>
1343	12/21/2022		FY21-22 Audit (Final Pymt-10% of Contract \$21,110)	5375 · Audit	2,211.00
TOTAL					2,211.00
<b>22369</b>	<b>12/29/2022</b>	<b>Bay Alarm</b>	<b>A/C #4676626; Inv# 20183091</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-614.25</b>
20183091	12/15/2022		Security Alarm Monitoring 01/01/23-03/31/23 (1351 Rollins Rd)	5385 · Security and fire alarm	614.25
TOTAL					614.25
<b>22370</b>	<b>12/29/2022</b>	<b>Bio-Rad Laboratories, Inc.</b>	<b>Customer No. 1079510</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-2,229.62</b>
0905937898	11/09/2022		PCR supplies	5845 · Lab PCR Supplies	2,229.62
TOTAL					2,229.62
<b>22371</b>	<b>12/29/2022</b>	<b>Black Mountain Properties, LLC</b>	<b>Acct. t0000505 San Mateo County-1323 Rollins Rd., Burlingame</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-11,239.03</b>
Jan-23 Rent/CAM	12/15/2022		Jan-2023 Rent-1323 Rollins Rd., Burlingame,CA	5399 · Facility Lease	7,944.00
			Est CAM	5399 · Facility Lease	3,232.00
			PG&E 10/27-11/28/2022	5399 · Facility Lease	63.03
TOTAL					11,239.03
<b>22372</b>	<b>12/29/2022</b>	<b>Browneinc</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-950.00</b>
1657	12/19/2022		Website assessment to improve functionality	5475 · Website Hosting / Microsoft	950.00
TOTAL					950.00
<b>22373</b>	<b>12/29/2022</b>	<b>Castaway Creative LLC</b>	<b>Invoice # 4109</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-340.00</b>
4109	12/16/2022		30 Second TV Spanish District Ad	5920 · Promotion & Printing	340.00
TOTAL					340.00
<b>22374</b>	<b>12/29/2022</b>	<b>Colorprint</b>		<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-1,498.02</b>
32258	12/07/2022		Door hangers-SM Ticks Hanger (Qty 500)	5910 · Media and Network	439.73
32314	12/08/2022		Door hangers-SM Ticks Hanger (Qty 500)	5910 · Media and Network	439.73
32320	12/08/2022		Rack cards-Insect Repellant (Qty 500)	5910 · Media and Network	172.25

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Original Amount</u>
32316	12/14/2022		Door hangers-Inspection notice (Qty 500)	5910 · Media and Network	446.31
TOTAL					1,498.02
<b>22375</b>	<b>12/29/2022</b>	<b>Comcast</b>	<b>A/C #8155200280658818</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-174.28</b>
81552002806588	12/15/2022		Business Internet 12/20/22-01/19/23 (1415 N Carolan)	5575 · Phone - Land Line-AT&T/Comcast	174.28
TOTAL					174.28
<b>22376</b>	<b>12/29/2022</b>	<b>Flowers Electric &amp; Service Co., Inc.</b>	<b>Customer #1798</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-326.10</b>
22212026	12/16/2022		Install wiring for tire mounting machine	5615 · Garage Repairs Outside	326.10
TOTAL					326.10
<b>22377</b>	<b>12/29/2022</b>	<b>Flyers Energy, LLC</b>	<b>Account 700895</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-1,667.64</b>
CFS-3259035	12/15/2022		Fuels 12/01/2022-12/15/2022	5735 · Fuel	1,667.64
TOTAL					1,667.64
<b>22378</b>	<b>12/29/2022</b>	<b>Fusion, LLC</b>	<b>Customer No. 3789973</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-527.35</b>
9615162	12/16/2022		Phone System Jan-2023	5570 · Phone - VOIP - Fusion/MegaPath	527.35
TOTAL					527.35
<b>22379</b>	<b>12/29/2022</b>	<b>Grainger</b>	<b>809934680</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-1,295.27</b>
7106280410	12/05/2022		Fleet & airboat repair supplies	5620 · Auto, Hotsy, Plug, Boat, Traile	39.08
			Sprayer fittings	5630 · Ops Equipment & Repairs	157.24
			Safety supplies for board room meetings	5720 · Safety Equipment	105.92
			Ant killer for indoor premises	5335 · Office Expense	11.76
			Man cage for forklift	5505 · Facility - Repairs & Maint	981.27
TOTAL					1,295.27
<b>22380</b>	<b>12/29/2022</b>	<b>Jarvis Fay LLP</b>	<b>Invoice 17152</b>	<b>1015 · Checking -Union Bank - GF x9757</b>	<b>-826.50</b>
17152	11/30/2022		Board Matters (2.9 hrs) - Legal Services thru Nov-2022	5350 · Legal Services	826.50

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
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Num	Date	Name	Memo	Account	Original Amount
TOTAL					826.50
22381	12/29/2022	Nuestra Casa de East Palo Alto	Invoice #01	1015 · Checking -Union Bank - GF x9757	-80.00
01	12/14/2022		Reimb mileage-CASPER Survey in East Palo Alto	5910 · Media and Network	80.00
TOTAL					80.00
22382	12/29/2022	ODP Business Solutions, LLC	A/C #36568593	1015 · Checking -Union Bank - GF x9757	-356.09
24675212	12/19/2022		Walll calendars and office supply	5335 · Office Expense	356.09
TOTAL					356.09
22383	12/29/2022	Pedersen and Arnold	SM County Mosquito & Vector Control	1015 · Checking -Union Bank - GF x9757	-3,226.50
	12/21/2022		Wall cabinet for lab environ chamber room	5505 · Facility - Repairs & Maint	3,226.50
TOTAL					3,226.50
22384	12/29/2022	Public Agency Retirement Services (P Customer #SAN400		1015 · Checking -Union Bank - GF x9757	-312.12
52056	12/08/2022		PARS Alternate Retirement System Fees PE 10/31/2022	5325 · HR & Finance Consultant	312.12
TOTAL					312.12
22385	12/29/2022	Redwood Trading Post	Customer ID CU00001000007751	1015 · Checking -Union Bank - GF x9757	-137.32
1000272212	12/08/2022		Bogs for Vanessa Hernandez	5725 · Apparel - Uniforms & Boots	137.32
TOTAL					137.32
22386	12/29/2022	Standard Insurance Company	142979	1015 · Checking -Union Bank - GF x9757	-1,458.77
142979-0001 Dec	12/19/2022		Long term disability due 01/01/2023	5165 · Long Term Disability - Standard	1,458.77
TOTAL					1,458.77
22387	12/29/2022	United States Treasury	EIN 94-6004102; Form 720, Tax Period: 6/30/2022	1015 · Checking -Union Bank - GF x9757	-10.15
Notice CP161 For	12/19/2022		EIN 94-6004102; Form 720, Tax Period: 6/30/2022	5130 · Actives - HRA Health Reimb Acct	10.15



**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

December 2022

<b>GF-Dec 2022</b>
------------------------

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Original Amount</u>
TOTAL					10.15
				<b>CHECK TOTAL</b>	<b><u>210,984.53</u></b>

Note: Previous month's check numbers were 22252-22310. Current month's check numbers are 22311-22387 (77 checks).

**San Mateo County Mosquito & Vector Control District**  
**Check Detail**

<b>CPF-Dec</b> <b>2022</b>
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December 2022

Num	Date	Name	Memo	Account	Original Amount
1097	12/14/2022	Enterprise FM Trust	Customer No. 458563	1025 · Checking -Union Bank -CPF x6913	-3,588.49
FBN4616625	12/03/2022		22NCN8-2018 NISS Frontier- Dec 2022	6030 · Vehicle Leases	298.49
			22NCNB-2018 NISS Frontier	6030 · Vehicle Leases	298.49
			22NCNF-2018 NISS Frontier	6030 · Vehicle Leases	33.70
			22NCNJ-2018 NISS Frontier	6030 · Vehicle Leases	33.70
			23CDWF-2020 Subaru Forester	6030 · Vehicle Leases	318.64
			23LVXF-2019 NISS Frontier (Kim)	6030 · Vehicle Leases	405.59
			23LW6S-2019 NISS Frontier (Lab)	6030 · Vehicle Leases	455.33
			23MVV2-2020 NISS Frontier	6030 · Vehicle Leases	391.87
			23MVV3-2020 NISS Frontier	6030 · Vehicle Leases	391.88
			25QSHX-2022 FORD Explorer	6030 · Vehicle Leases	492.81
			266LKM-2021 RAM 2500	6030 · Vehicle Leases	467.99
TOTAL					3,588.49
				<b>CHECK TOTAL</b>	<b>3,588.49</b>

Note: Previous month's check numbers were 1095-1096. Current month's check number is 1097 (1 check).

**San Mateo County Mosquito & Vector Control District  
Credit Card Transaction Detail by Account**

<b>Dec 2022</b>
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**December 2022**

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
<b>1040 · US Bank Purchase Card</b>					
<b>1045 · US Bank Visa Brian x2315</b>					
Credit Card Charge	11/28/2022	Alpine Awards	New trustee name plates	5305 · Board Meeting Expenses	80.57
Credit Card Charge	12/13/2022	Misc-Admin	A1 Rental Center-heater for trustee field day in fish rm	5305 · Board Meeting Expenses	198.00
Credit Card Charge	12/15/2022	Costco	Table covers for the District	5335 · Office Expense	7.21
Credit Card Charge	12/16/2022	Safeway Store	Items for the District's holiday lunch 12/16/22	5335 · Office Expense	29.62
Total 1045 · US Bank Visa Brian x2315					<u>315.40</u>
<b>1050 · US Bank Visa Admin x5992</b>					
Credit Card Charge	11/22/2022	Argo Adventure	Valve cover gaskets and spark plugs for 3 argos	5620 · Auto, Hotsy, Plug, Boat, Traile	62.62
Credit Card Charge	11/22/2022	Misc-Lab	Fire Supply Depot - earthquake straps for lab equipment	5825 · Lab Supplies	20.20
Credit Card Charge	11/29/2022	MISAC	MISAC membership	5330 · Memberships & Subscriptions	130.00
Credit Card Charge	12/01/2022	Mosyle Business	Premium license	5465 · Computer Software	30.00
Credit Card Charge	12/01/2022	American Mosquito Control Associ	Annual meeting registration for Rachel 2/27-3/3/23	5215 · Conferences / Workshops Staff	485.00
Credit Card Charge	12/02/2022	Misc-Admin	Grand Sierra-1st night for Rachel AMCA mtg 2/27-3/3/23	5215 · Conferences / Workshops Staff	141.25
Credit Card Charge	12/03/2022	Misc- Ops	Etrailer.com - service truck beacon light mount	5620 · Auto, Hotsy, Plug, Boat, Traile	37.80
Credit Card Charge	12/03/2022	Misc- Ops	Fresh Water Systems-Funnel to load dry material into drone	5630 · Ops Equipment & Repairs	32.36
Credit Card Charge	12/05/2022	Lands End Business Outfitters	Clothing with District branding for staff	5725 · Apparel - Uniforms & Boots	639.44
Credit Card Charge	12/06/2022	Misc- Outreach	Qualtrics - Survey and data gathering	5910 · Media and Network	360.00
Credit Card Charge	12/06/2022	Summit Racing Equipment	Tools for airboat engine maintenance	5620 · Auto, Hotsy, Plug, Boat, Traile	162.71
Credit Card Charge	12/06/2022	West Marine Pro	Repair supplies to patch 18' klamath	5620 · Auto, Hotsy, Plug, Boat, Traile	29.38
Credit Card Charge	12/06/2022	Best Buy	43" HD monitor for drone trailer	5630 · Ops Equipment & Repairs	279.43
Credit Card Charge	12/07/2022	Target	Storage for public outreach materials	5910 · Media and Network	46.34
Credit Card Charge	12/08/2022	Home Depot	Tarp to cover chicken coop at San Mateo	5810 · Sentinel Chicken Flocks/Supply	50.41
Credit Card Charge	12/08/2022	Costco	Misc office supplies	5335 · Office Expense	202.59
			Misc janitorial/paper supplies	5340 · Janitorial/Household Expense	407.68
			Misc board meeting supplies	5305 · Board Meeting Expenses	134.29
Credit Card Charge	12/13/2022	Smartfinal	Table cloths and chafing fuel for Trustee Field Day	5305 · Board Meeting Expenses	38.73
Credit Card Charge	12/13/2022	Misc- Ops	Dmaxstore-Transmission service pkg for Diesel truck #11	5620 · Auto, Hotsy, Plug, Boat, Traile	128.38
Credit Card Charge	12/13/2022	FasTrak	Bridge Toll fees	5215 · Conferences / Workshops Staff	25.00
Credit Card Charge	12/14/2022	Misc-Admin	The Ravioli House - Food for Trustee field day	5305 · Board Meeting Expenses	400.00
Credit Card Charge	12/14/2022	Misc- Outreach	Epsom Framing - custom picture frames for vector art	5910 · Media and Network	295.99
Credit Card Charge	12/14/2022	Misc-Admin	Ike's Sandwiches - Lunch for trustee field day	5305 · Board Meeting Expenses	232.90
Credit Card Charge	12/14/2022	Safeway Store	Misc. items for trustee field day	5305 · Board Meeting Expenses	42.61
Credit Card Charge	12/14/2022	Misc- Ops	TpTools.com - compressed air line wall mount for tire shop	5610 · Garage Tools	23.90
Credit Card Charge	12/15/2022	Home Depot	Plumbing tools for shop	5610 · Garage Tools	39.90
Credit Card Charge	12/16/2022	Misc-Admin	Noodle Shop - Staff apprec holiday lunch	5335 · Office Expense	425.00

**San Mateo County Mosquito & Vector Control District  
Credit Card Transaction Detail by Account**

<b>Dec 2022</b>
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**December 2022**

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Credit Card Charge	12/19/2022	Home Depot	Plumbing/copper pipe soldering tools for shop	5610 · Garage Tools	96.65
Total 1050 · US Bank Visa Admin x5992					<u>5,000.56</u>
<b>TOTAL 1040 · US Bank Purchase Card</b>					<b><u><u>5,315.96</u></u></b>



P.O. BOX 6343  
FARGO ND 58125-6343



000000889 01 SP 0.570 106481627177865 P  
SMCMVCD  
ATTN DISTRICT MANAGER  
1351 ROLLINS RD  
BURLINGAME CA 94010-2409

ACCOUNT NUMBER [REDACTED]  
STATEMENT DATE 12-22-2022  
AMOUNT DUE \$5,315.96  
NEW BALANCE \$5,315.96  
PAYMENT DUE ON RECEIPT

Dec  
2022

AMOUNT ENCLOSED  
\$

Please make check payable to "U.S. Bank"

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

[REDACTED] 000531596 000531596

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
SMCMAD 4246 0445 5564 6391	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Cash Payment Charges	- Credits	- Payments	New - Balance
Company Total	\$22,522.59	\$5,315.96	\$0.00	\$0.00	\$0.00	\$0.00	\$22,522.59	\$5,315.96

CORPORATE ACCOUNT ACTIVITY					
SMCMAD [REDACTED]					TOTAL CORPORATE ACTIVITY
					\$22,522.59 CR
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-28	11-23	74798262332000000000329	PAYMENT - THANK YOU 00000 C	10,170.02	PY
12-19	12-18	74798262353000000000992	PAYMENT - THANK YOU 00000 C	12,352.57	PY

NEW ACTIVITY					
SMCMVCD ADMIN [REDACTED]		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$5,000.66	\$0.00	\$5,000.66
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-23	11-22	24780622327470000265845	ARGO ADVENTURE 605-7752917 SD	62.62	
11-30	11-29	24492152333717100602466	FIRE SUPPLY DEPOT 187-734-7347 AZ	20.20	
12-01	11-29	24707802334030041058784	MISAC 714-738-5309 CA	130.00	
12-02	12-01	24492162335000047711519	MOSYLE BUS* MOSYLE_BUS HTTPSBUSINESS FL	30.00	

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER [REDACTED]		ACCOUNT SUMMARY	
		STATEMENT DATE 12/22/22	DISPUTED AMOUNT .00	PREVIOUS BALANCE 22,522.59
SEND BILLING INQUIRIES TO: U.S. Bank National Association C/O U.S. Bancorp Purchasing Card Program P.O. Box 6335 Fargo, ND 58125-6335	AMOUNT DUE  5,315.96		CASH ADVANCES	.00
			CASH ADVANCE FEES	.00
			LATE PAYMENT CHARGES	.00
			CREDITS	.00
			PAYMENTS	22,522.59
			ACCOUNT BALANCE	5,315.96



Company Name: SMCMVCD
Corporate Account Number: [REDACTED]
Statement Date: 12-22-2022

NEW ACTIVITY					
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-05	12-03	24492152337743629972004	ETRAILER CORPORATION 636-887-9300 MO	37.80	
12-05	12-03	24492162337000007783563	SP FRESHWATER SYSTEMS HTTPSFWS.CO.MY SC	32.36	
12-05	12-01	24707802336030047514481	AMERICAN MOSQUITO CONTROL 888-628-0630 CA	485.00	
12-05	12-02	24794872338900019275540	GRAND SIERRA ADV DEP RENO NV 448953754013 ARRIVAL: 02-27-23	141.25	
12-06	12-05	24138292340084028497056	LANDS END BUS OUTFITTERS 800-332-4700 WI	583.64	
12-07	12-06	24011342341000004142379	QUALTRICS HTTPSWWWW.QUAL UT	360.00	
12-07	12-06	24445002340300509922854	SUMMIT RACING MAIL ORDER 800-230-3030 OH	162.71	
12-08	12-07	24431062341083050887531	TARGET.COM * 800-591-3869 MN	46.34	
12-08	12-06	24692162341102979389173	WEST MARINE #1263 SAN CARLOS CA	29.38	
12-08	12-08	24399002342603647041040	BESTBUY.COM806716318493 888BESTBUY MN	279.43	
12-12	12-10	24138292344084028000112	LANDS END BUS OUTFITTERS 800-332-4700 WI	55.80	
12-12	12-08	24943012343010188796353	THE HOME DEPOT #0632 SAN MATEO CA	50.41	
12-13	12-12	24692162346107252840761	COSTCO DELIVERY 654 800-788-9968 CA	744.58	
12-14	12-13	24231682348837000052896	SMART AND FINAL 453 SAN MATEO CA	38.73	
12-14	12-13	24270742347900014367596	DURAMAX STORE INC 877-4693629 CA	129.38	
12-14	12-13	24431062347081485568449	FASTRAK CSC 415-486-8655 CA	25.00	
12-15	12-14	24049552348900018908090	THE RAVIOLI HOUSE 505 S B STREE CA	400.00	
12-15	12-14	24231682349091170000041	EPSOM PICTURE FRAMING BURLINGAME CA	295.99	
12-15	12-14	24445002349000882446528	CKE"IKE S - BURLINGA 1400 BURLINGAME CA	232.90	
12-16	12-14	24231682349837000942335	SAFEWAY #1547 BURLINGAME CA	42.61	
12-19	12-16	242753923500020874735924	TP TOOLS & EQUIPMENT 330-5333384 OH	23.90	
12-19	12-16	24765182352030045995406	THE NOODLE SHOP SAN MATEO CA	425.00	
12-19	12-15	24943012350010187702048	THE HOME DEPOT #0632 SAN MATEO CA	39.90	
12-21	12-19	24943012354010185836315	THE HOME DEPOT #0632 SAN MATEO CA	84.77	
12-22	12-20	24943012355010184663313	HOMEDEPOT.COM 800-430-3376 GA	11.88	
<b>BRIAN WEBER</b>		<b>CREDITS</b>	<b>PURCHASES</b>	<b>CASH ADV</b>	<b>TOTAL ACTIVITY</b>
[REDACTED]		\$0.00	\$315.40	\$0.00	\$315.40
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-29	11-28	24275392332900011000014	ALPINE AWARDS 510-4293838 CA	80.57	
12-14	12-13	24011332347900015900159	A-1 RENTAL CENTER REDWOOD CITY CA	198.00	
12-16	12-15	24943002350899000064435	COSTCO WHSE #0147 FOSTER CITY CA	7.21	
12-19	12-16	24231682351837001137021	SAFEWAY #2878 MILLBRAE CA	29.62	

Department: 0000 Total:  
Division: 0000 Total:

\$5,315.98  
\$5,315.98



**Attachments:**

1. Statement of Financial Position/Balance Sheet
2. Statement of Revenues, Expenditures and Change in Fund Balance
3. Budget Variance Reports

Month

YTD

YTD compared with adopted budget

4. Accounts Receivable Aging Summary

On the December 2022 summary, accounts receivable outstanding greater than 90 days total is \$28,949 consisting of amounts due from the California Invasive Plant Council. **Updated receivables as of December 21, 2022 (over 90 days) is \$14,774 from California Invasive Plant Council.** Staff is presently contacting agencies to expedite collection.

5. Cash Activity & Reconciliation to County

The District's accounting system is fully reconciled with the County statement.

6. Payroll Disbursement

All payroll disbursements were made to employees and trustees for their monthly stipends. All employees were paid per District salary and wage schedule and longevity policies.

7. Check Detail

This month, the District wrote General Fund checks numbers from 22311 to 22387. Last month's check number ended at 22310. All checks written were to vendors on account, retired employees, or reimbursements to current employees, per District policy. In December 2022, 77 checks written from the General Fund totaled \$ 210,984.53. In addition, the District wrote 1 check from the Capital Fund totaling \$ 3,588.49 (check number 1097).

8. Purchase Card Report and Bank Statement

All card purchases for the month were from commercial vendors and met the District purchase card policy. A copy of the purchase card bank statement is attached. Also, descriptions of all purchases from Amazon are included in the attached detailed purchase card transactions report.

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**AGENDA ITEM 4C**

**SUBJECT: Alternate Depositories for District Reserve Funds**

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**BACKGROUND:**

The primary depository of District reserve funds is the San Mateo County Treasurer’s Office. Recently staff requested presentations from the California Cooperative Liquid Assets Securities System (Cal CLASS) and Cal TRUST, a California public agency (Joint Powers Authority), after hearing about the benefits of their services through the California Special District Association (CSDA). Staff heard information regarding the benefits of using their organizations to manage District reserve funds now invested within the San Mateo County Treasury. The CSDA, the League of California Cities, and the California State Association of Counties sponsor these investment groups.

The current balances of these reserve funds are as follows:

- Public Health Emergency Reserve: \$ 800,000
- Natural Disaster Emergency Reserve: \$ 650,000
- Real Property Acquisition Reserve: \$ 1,134,670
- Debt Service Repayment Reserve: \$ 1,000,000
- Total:** \$ 2,563,460

**DISCUSSION:**

After recent discussions with both organizations and direction from the SMCMVCD Finance Committee, the staff pursued moving some District reserves to one of the organizations mentioned above to maximize investment liquidity and returns. As previously reported, the District was required to reduce the carrying value on all investments on deposit with the San Mateo County Treasurer due to “mark to market” adjustments required by the Governmental Accounting Standards Board. This resulted in a significant “write-down” of District assets reportable in our Annual Comprehensive Financial Report.

Upon review of these alternative depositories, the District can minimize the impact of future losses (if they should re-recur) in the coming fiscal years. The staff has researched and reviewed both programs. Both are generally similar, but the staff wanted to look at the foundations of the offered portfolio, including contracts, performance information, and associated fees. In summary, these options look promising and may benefit our District greatly. Staff has invited Cal CLASS and Cal TRUST representatives to make a brief presentation to the Finance Committee and answer any questions committee members may have.

Staff has attached a table comparing the two financial providers with the Local Agency Investment Fund and the County of San Mateo investment pools to help stimulate further discussion and a recommendation from the Finance Committee.



COMPARISON OF DISTRICT INVESTMENT VEHICLES				
	Cal CLASS	Cal TRUST	County Treasury	Local Agency Investment Fund
Organization Type	Joint Powers Authority	Joint Powers Authority	County	State Treasurer
Years in Operations	Less than 2 Years	20 Years	167 Years	46
Entities Covered	Counties, Cities, Districts	Counties, Cities, Districts	County, Cities, Districts	County, Cities, Districts
Numbers of Entites	34	145	NA	2,378
Financial Manager	Public Trust Advisors, LLC	Blackrock Inv. LLC	County Treasurer	State Treasurer
Value of Assets under Management	\$321.5 Million	\$2.8 Billion	\$7.8 Billion	\$199.6 Billion
Fee Charged For Services	0.15%	0.14%	NA	0.08%
Current Rates of Return (Prime Account)	4.21%	4.20%	2.05%	2.17%
Effective Duration	0.33 Years	0.40 Years	1.41 Years	Up to 5 Yrs.
Other Investment Strategies Offered	Yes	Yes	No	No
Guarantee of Principal	No	No	No	No
Auditors Opinion	Not Yet Available	Clean	Clean	Clean
CSDA Sponsored	Yes	Yes	No	No

**RECOMMENDATION**

Staff is asking the Finance Committee to recommend approval for one or more of these programs for discussion and action by the Board of Trustees.

**ATTACHMENTS:**

1. CalCLASS Organization Information
2. CalTRUST Organization Information
3. CalCLASS Agreement
4. CalTRUST Agreement

# **INVESTMENT TRUST OF CALIFORNIA,**

**doing business as**



**A JOINT POWERS AUTHORITY**

**INFORMATION STATEMENT**

**FOR THE SHARES PROGRAM**

**FEBRUARY 24, 2005**  
**(REVISED FEBRUARY 1, 2022)**

1100 K STREET, SUITE 101  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE: 833-CALTRUST (225-8787)

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## Summary of this Information Statement

The following is only a summary of the information that appears elsewhere in this Information Statement (the "Information Statement") for the Shares Program (as hereinafter defined) and in the Joint Exercise of Powers Agreement (the "Agreement," which is provided separately) of the Investment Trust of California, doing business as CalTRUST ("CalTRUST"). All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement. Prospective Members of or Participants in CalTRUST should consult their own advisers as to the consequences of participation in CalTRUST and investment through the Shares Program. This Information Statement provides detailed information about CalTRUST. Please read it carefully and retain it for future reference.

**CalTRUST** Investment Trust of California, doing business as CalTRUST, is a California joint powers authority that has been established by its members ("Members") pursuant to the Agreement. CalTRUST's principal executive office is 1100 K Street, Suite 101, Sacramento, California 95814, its mailing address is PO Box 2709, Granite Bay CA 95746, and its telephone number is 833-CALTRUST (225-8787). CalTRUST is subject to the California Joint Exercise of Powers Act.

**Members** Each Member must be a California "Public Agency" as that term is defined in Section 6500 of Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (the "Joint Exercise of Powers Act"), which, as of the date of this Information Statement, is defined as "but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies" and includes "a nonprofit corporation whose membership is confined to public agencies or public officials."

Each Member is also either a political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state or any political subdivision of a state, as those terms are used in the Investment Company Act of 1940, as amended (the "1940 Act").

**Participants** Each participant ("Participant") must be a California Public Agency, as that term is defined in Section 6500 of the Joint Exercise of Powers Act, which, as of the date of this Information Statement, is defined as "but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent

of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.” and includes "a nonprofit corporation whose membership is confined to public agencies or public officials."

### **Purpose**

The purpose of CalTRUST is to consolidate investment activities of its Participants and thereby reduce duplication, achieve economies of scale and carry out coherent and consolidated investment strategies through the issuance of shares of beneficial interest in investments purchased by CalTRUST (the "Shares Program"). The California Government Code provides that Public Agencies may purchase shares of beneficial interest issued by a joint powers authority, such as CalTRUST, organized pursuant to Section 6500 of the Act.

All money not required for the immediate needs of a Public Agency may be invested in certain investments described in this Information Statement. However, the California Government Code limits the amount of surplus money of a Public Agency that may be invested in such investments. Funds consisting of tax-exempt bond proceeds may be subject to investment restrictions, arbitrage management and rebate requirements under federal tax laws. Public Agencies seeking to invest tax-exempt bond proceeds should consult professional advisers familiar with those requirements to determine whether investing through the Shares Series is appropriate. CalTRUST reserves the right to prohibit the investment of bond proceeds or limit the investment of bond proceeds by a Public Agency to less than 10% of the net asset value of a Series of Shares.

### **Series**

CalTRUST currently offers five active accounts or series of Shares to provide Public Agencies with a convenient method of pooling funds, (i) the "CalTRUST Liquidity Fund" Series, (ii) the "CalTRUST Short-Term Fund" Series, (iii) the "CalTRUST Medium-Term Fund" Series, (iv) the Liquid Environmentally Aware Fund (LEAF), a series of BlackRock Liquidity Funds, Institutional Share Class, offered to California Public Agencies through CalTRUST as the "Money Market Fund", and (v) the FedFund, a series of Blackrock Liquidity Funds, Institutional Share Class, offered to California Public Agencies through CalTRUST as the "Government Fund", (each, a "Series" and collectively, the "Series").

**Investment Objectives**

The CalTRUST Short-Term Fund and the CalTRUST Medium-Term Fund seek to attain as high a level of current income as is consistent with the preservation of principal. The CalTRUST Liquidity Fund, Money Market Fund and the Government Fund seek as high a level of current income as is consistent with liquidity and stability of principal.

The funds in each Series will be invested in only fixed-income oriented investments permitted in accordance with Sections 53601 and 53635 of the California Government Code. The CalTRUST Short-Term Fund will have a target portfolio duration of 0 to 2 years. The CalTRUST Medium-Term Fund will have a target portfolio duration of 1-1/2 to 3-1/2 years.

The CalTRUST Liquidity Fund will have a maximum portfolio duration weighted average maturity of 60 days and a maximum weighted average life of 120 days.

The Money Market Fund and the Government Money Market Fund each have a maximum dollar-weighted average maturity of 60 days, and a maximum dollar-weighted average life of 120 days, in accordance with Rule 2a-7 of the Investment Company Act of 1940 (1940 Act).

**Risks**

The principal risks of investing through the Shares Program, which could adversely affect the market value, yield and total return of a Series of Shares, include market risk, interest rate risk, credit risk, issuer risk, liquidity risk, mortgage risk and management risk. These risks are discussed in more detail later.

The CalTRUST Short-Term Fund Series, the CalTRUST Medium-Term Fund Series, and the Money Market Fund have floating net asset values. The values of the Shares of the CalTRUST Short-Term Fund Series, the CalTRUST Medium-Term Fund Series, and the Money Market Fund change in response to movements in interest rates. If rates rise, the values of debt securities generally fall. The longer the average duration of the CalTRUST Short-Term Fund and CalTRUST Medium-Term Fund Series' investment portfolio, the greater the potential change in value. The CalTRUST Liquidity Fund and the Government Fund have a stable net asset value and seek to maintain a \$1.00 net asset value per share. The values of the Shares of a Series may also decline in response to events affecting the issuer of any securities held in the applicable Series or its credit rating. The value of some mortgage-backed and asset-backed securities in which funds attributable to the CalTRUST Short-Term Fund Series, the CalTRUST Medium-Term Fund Series, and the

Money Market Fund Series of Shares may be invested also may fall because of unanticipated levels of principal prepayments that can occur when interest rates decline.

*The Shares in the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund and CalTRUST Medium-Term Fund are not registered under any federal or state securities law. Neither CalTRUST, the CalTRUST Liquidity Fund, the CalTRUST Short-Term Fund, nor the CalTRUST Medium-Term Fund is registered under the 1940 Act. For that reason, CalTRUST, the CalTRUST Liquidity Fund, the CalTRUST Short-Term Fund, and the CalTRUST Medium-Term Fund are not subject to the various protections of the 1940 Act, which apply to certain pooled vehicles such as money market funds and other mutual funds.*

*The shares in the Money Market Fund and Government Fund are registered with the Securities and Exchange Commission (SEC) under the provisions of Rule 2a-7 of the Investment Company Act of 1940, as amended. Additional information regarding the Money Market Fund and the Government Fund can be found in the BlackRock Liquidity Funds, Institutional Shares fund prospectus, available online at:*

<https://www.blackrock.com/cash/en-us/stream-document?stream=reg&product=L-FFUND&shareClass=Class+Inst&documentId=235732~235783~236155&iframeUrlOverride=%2Fcash%2Fliterature%2Fprospectus%2Fpro-brliquidity-institutionalshares-feb.pdf>

**Net Asset Value**

The net asset value of the CalTRUST Short-Term Fund is calculated daily. The net asset values of the CalTRUST Medium-Term Fund is calculated daily. The net asset value of the CalTRUST Liquidity Fund is calculated daily. The net asset value of the Money Market Fund is calculated multiple times daily. The net asset value of the Government Fund is calculated daily. Income from each Series is reinvested in the applicable Series.

**How to Participate**

To participate in CalTRUST, authorized officials of the Participant should first read this entire Information Statement and the Agreement, as well as the Investment Policy. The Participant must then complete and submit to CalTRUST a Program Registration Form and Participation Agreement.

<b>How to Purchase Shares</b>	Once appropriate accounts have been established, Shares may be purchased by wiring funds, per the current transaction wire instructions, from the Participant's bank, along with written instructions as described in more detail in this Information Statement. Purchases can be initiated via the Cash Transaction Notice Form or the Online Trading Portal.
<b>How to Sell Shares</b>	Shares may be sold by requesting a wire transfer, as described in Section IV in this Information Statement.
<b>Series Expenses</b>	The costs and fees for each Series are set forth in Section X hereto.
<b>Board of Trustees</b>	CalTRUST is governed by a Board of Trustees, at least seventy-five percent (75%) of whom are members of the governing body, officers, or personnel of the Members. The Board is responsible for setting overall policies and procedures for CalTRUST and the Shares Program, and for retaining the Administrator, Custodian, Investment Manager and other agents of CalTRUST.
<b>Administrator</b>	The " <u>Administrator</u> " is CalTRUST, the CalTRUST Chief Executive Officers, or any entity engaged by CalTRUST to serve as a subadministrator to CalTRUST and of the Shares Program pursuant to the terms of any Administration Agreements..
<b>Custodian</b>	The " <u>Custodian</u> " is the entity engaged by CalTRUST to serve as the custodian for the Shares Program pursuant to the terms of the Custodial Agreement. U.S. Bank, N.A. a custodial bank with an office at 1420 Kettner Blvd, Suite 200, San Diego, CA 92101 is the Custodian for each Series.
<b>Investment Manager</b>	The " <u>Investment Manager</u> " is the entity engaged by CalTRUST to serve as the investment manager to the Shares Program pursuant to the terms of the Investment Management Agreement. BlackRock Financial Management, Inc., with its principal office at 40 East 52 <sup>nd</sup> Street, New York, NY 10022, is the Investment Manager to CalTRUST and the Shares Program. BlackRock Advisors, LLC, with its principal office at 100 Bellevue Parkway, Wilmington, DE 19809, is the investment manager for the Money Market Fund and the Government Fund.
<b>Auditors</b>	The financial statements of CalTRUST will be audited annually by an independent auditor to be selected by CalTRUST. The fiscal year for CalTRUST ends each June 30.



**Fund  
Accountant /  
Recordkeeper**

The “Fund Accountant & Recordkeeper” is the entity engaged by CalTRUST to serve as the Fund Accountant and Recordkeeper to the Shares Program pursuant to the Fund Accounting Agreement. Ultimus Fund Services with its principal office at 17606 Wright Street, Omaha, NE 68130, is the Fund Accountant/Recordkeeper to CalTRUST and the Shares Program.

**Section I:  
Instructions on How to Participate  
in the Shares Program**

**STEP ONE: READ THIS ENTIRE INFORMATION STATEMENT BEFORE INVESTING**

A prospective Participant in CalTRUST should carefully read this entire Information Statement and the complete Agreement and the documents referred to herein and therein (copies of which will be provided separately) before investing funds through the investment program offered by CalTRUST whereby Participants purchase shares of beneficial interest in a Series (the "Shares Program"). ***However, the contents of this Information Statement should not be considered to be legal, tax or investment advice, and prospective Participants should consult with their own counsel and advisers as to all matters concerning investment through the Shares Program.*** Participants should keep a copy of this Information Statement for their records.

**STEP TWO: OPENING AN ACCOUNT**

Prospective Participants must complete a Program Registration Form and Participation Agreement (attached to this Information Statement as Attachment A), and submit it to:

[admin@caltrust.org](mailto:admin@caltrust.org)

A hardcopy may be submitted to:

**CalTRUST  
PO Box 2709  
Granite Bay, CA 95746**

There is no limit on the number of subaccounts that can be opened by a Participant. Forms for establishing subaccounts can be provided upon request of the Administrator. The Administrator will notify the prospective Participant of its approval of the application(s) and the

account number(s) assigned. *The Administrator reserves the right to reject any application in its discretion.*

Instructions on the Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notification to change them. Any changes to addresses, account registrations, names or signatures of authorized officials, or other critical information will require appropriate documentation. Instructions or forms may be obtained by emailing or calling the Administrator at [admin@caltrust.org](mailto:admin@caltrust.org) or 833-CALTRUST (225-8787).

## Section II: Investment Strategies and objectives

### A. PURPOSE: WHO MAY INVEST

CalTRUST is a separate joint powers authority and public agency established by its members ("Members") under the provisions of Section 6509.7 of Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (the "Joint Exercise of Powers Act") to provide Public Agencies with consolidated investment activities and thereby reduce duplication, achieve economies of scale and carry out coherent and consolidated investment strategies. Members and Participants must each be a California "Public Agency" as that term is defined in Section 6509.7 of the Joint Exercise of Powers Act, which, as of the date of this Information Statement, is defined as "the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies," and includes "a nonprofit corporation whose membership is confined to public agencies or public officials."

All money not required for the immediate needs of Public Agencies may be invested in certain investments described in this Information Statement. However, the California Government Code limits the amount of surplus money of a Public Agency that may be invested in such investments.

*Funds consisting of tax-exempt bond proceeds may be subject to investment restrictions, arbitrage management and rebate requirements under federal tax laws.* Although CalTRUST does not initially intend to permit Participants to invest tax-exempt bond proceeds to the extent that the bond proceeds of a Participant would constitute greater than 10% of the assets in any Series, if the 10% threshold is later or inadvertently reached with respect to a Series, such Series will no longer qualify as an "external" commingled fund with the consequence that Participants will be deemed to have received, for purposes of arbitrage rebate and yield calculations, phantom income equal to the reasonable

administrative costs related to overhead and other indirect costs that would otherwise have been deductible for such calculations. ***Public Agencies that invest tax-exempt bond proceeds should consult professional advisers familiar with those requirements to determine whether investing through the Shares Program is appropriate.***

**B. SERIES BENCHMARKS**

CalTRUST currently offers five active accounts or series of Shares to provide Public Agencies with a convenient method of pooling funds, (i) the "CalTRUST Liquidity Fund" Series, (ii) the "CalTRUST Short-Term Fund" Series, (iii) the "CalTRUST Medium-Term Fund" Series, (iv) the Money Market Fund, and (v) the Government Fund (each, a "Series" and collectively, the "Series"). All Shares issued hereunder, including without limitation, Shares issued in connection with a dividend in Shares or a division of Shares, shall be fully paid and non-assessable. The CalTRUST Liquidity Fund, CalTRUST Short-Term Fund and CalTRUST Medium-Term Fund will be benchmarked against a fund or index believed by the Investment Manager to be comparable in investment strategy and duration. The current benchmarks are described below. If a benchmark fund or index were to modify its strategy or duration in the future, the Investment Manager could select alternate benchmarks with which to compare a Series' performance.

***CalTRUST Liquidity Fund Benchmark:***

The performance benchmark for the Liquidity Fund is the index specified below:

***ICE BofAML 3-Month US Treasury Bill Index (G001)***

ICE BofAML US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

Inception date: December 31, 1977

***CalTRUST Short-Term Fund Benchmark:***

The performance benchmarks for the Short-Term Fund are the investment funds specified below:

***Local Agency Investment Fund ("LAIF")***

LAIF is an investment alternative for California's local governments and special districts, which was enabled under Section 16429.1 et seq. of the California Government Code. LAIF invests in certain securities authorized by Sections 16430 and 16480.4 of the California Government Code. In February 2022, LAIF had \$36.7 billion under management. LAIF conducts a market valuation of its investments each month.

***Barclays Short-Term Government/Corporate Index***

The Barclays Short-Term Government/Corporate Index is an unmanaged index consisting of the cumulative daily total returns of US Treasuries, federal agency securities and investment-grade corporate bonds with maturities between one and twelve months.

The index is re-balanced on the last calendar day of the month. Issues that meet the qualifying criteria are included in the index for the following month. Issues that no longer meet the criteria during the course of the month remain in the index until the next month-end rebalancing at which point they are dropped from the index.

An index is not available for direct investment and does not reflect the deduction of fees and expenses.

***CalTRUST Medium-Term Fund Benchmark:***

The performance benchmark for the Medium-term Fund is the unmanaged index specified below:

***Medium-Term Fund: Bank of America Merrill Lynch 1-3 Year AAA-A US Corporate & Government Index***

The BofA Merrill Lynch 1-3 Year AAA-A US Corporate & Government Index is a subset of The BofA Merrill Lynch US Corporate & Government Index including all securities with a remaining term to final maturity less than 3 years and rated AAA through A3, inclusive.

The BofA Merrill Lynch US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational and corporate securities.

For the 'A or better' or AAA-A indices, qualifying securities must have a AAA through A3 rating (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities. Bills, inflation-linked debt and strips are excluded from the Index; however, original issue zero coupon bonds are

included in the Index and the amounts outstanding of qualifying coupon securities are not reduced by any portions that have been stripped. 144a securities, both with and without registration rights, and corporate pay-in-kind securities, including toggle notes, qualify for inclusion. Callable perpetual securities qualify provided they are at least one year from the first call date. Fixed-to-floating rate securities also qualify provided they are callable within the fixed rate period and are at least one year from the last call prior to the date the bond transitions from a fixed to a floating rate security. Eurodollar bonds (USD bonds not issued in the US domestic market), tax-exempt US municipal, warrant-bearing, dividends-received-deduction-eligible (DRD-eligible) and defaulted securities are excluded from the Index.

An index is not available for direct investment and does not reflect the deduction of fees and expenses.

*There can be no assurance that any Series will perform as well as or better than its designated benchmark fund or index.*

### C. INVESTMENT BENEFITS

The Investment Manager seeks to provide the following benefits to purchasers of Shares in any Series:

- **Preservation of Principal.** Preserve principal to the extent reasonably possible in accordance with the applicable investment strategy by investing only in fixed-income oriented Authorized Investments, and in accordance with an investment strategy designed to preserve capital.
- **Liquidity.** Provide liquidity so that Participants have ready access to their Shares to the extent described in this Information Statement or the Money Market Fund and Government Fund Prospectus.
- **Income.** Provide as high a level of current income in each Series as is consistent with preserving principal and maintaining liquidity.
- **Professional Management.** Investments are managed by investment professionals that follow both general economic and current market conditions affecting interest rates and the value of fixed-income oriented investments.
- **Diversification.** Each Participant in a Series will own Shares in a diversified portfolio of high-quality securities.
- **Accounting, Safekeeping and Separate Series.** The Participants' investments are accounted for in compliance with governmental

accounting and auditing requirements, and Participants will be provided with all necessary information to do the bookkeeping and safekeeping associated with the ownership of the Shares. Participants will have secure online access to their accounts, as well as being provided with monthly statements. This service is provided by the CalTRUST Fund Accountant/Recordkeeper.

***There can be no assurance that the investment objectives of any particular Series will be achieved.***

#### **D. AUTHORIZED INVESTMENTS**

The securities purchased by CalTRUST through the Investment Manager in the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund, and CalTRUST Medium-Term Fund will be comprised exclusively of the investments described below (the "Authorized Investments"). These investments are authorized investments under the California Government Code, as may be amended from time to time, for money not required for the immediate needs of Public Agencies. The California Government Code limits the amount of surplus money of a Public Agency which may be invested in certain of the investments described below. Each Participant shall be responsible for monitoring the aggregate amount of its investments in any of these kinds of investments to assure its own compliance with the California Government Code. Neither CalTRUST, the Investment Manager, the Administrator or any other agents of CalTRUST shall be responsible for such monitoring. ***The Board may revise this Investment Policy from time to time subject to Section 4.2(a) of the Agreement.*** Pursuant to the Agreement, the Board shall cause the amended Investment Policy to be delivered to each Participant.

Although certain of the Authorized Investments set forth below include NRSRO (as defined below) rating requirements, if an NRSRO does not explicitly rate a security or issuer, then for purposes of meeting the requirements set forth herein (i) if the NRSRO rates a related asset or program, the NRSRO's rating of the related asset or program may be attributed to the security or issuer and (ii) if the security is a new issue, an expected rating may be attributed to the security based on the applicable prospectus or ratings of similar issuances.

1. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
2. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

3. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
4. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
5. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
6. Bankers acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers acceptances may not exceed 180 days' maturity or 40 percent of the assets in a Series. However, no more than 30 percent of the assets in a Series may be bankers acceptances of any one commercial bank.
7. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization ("NRSRO"). The entity that issues the commercial paper shall meet all of the following criteria in either clause (a) or (b): (a)(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000) and (iii) has debt other than commercial paper, if any, that is rated "A" or higher, without gradation, by an NRSRO; or (b)(i) is organized within the United States as a special purpose corporation, trust, or limited liability company, (ii) has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond and (iii) has commercial paper that is rated "A-1" or higher, without gradation, or the equivalent, by an NRSRO. Eligible commercial paper shall have a maximum maturity of 270 days or less. No more than 25 percent of the assets in a Series may be eligible commercial paper. No more than 10 percent of the assets in a Series may be outstanding commercial paper of any single issuer. No more than 10 percent of the outstanding commercial paper of any single issuer may be purchased for a Series.
8. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the California Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the assets in a Series.

Purchases shall not exceed the shareholder's equity of any depository bank. Shareholder's equity shall be determined in accordance with Section 118 of the California Financial Code, but shall be deemed to include capital notes and debentures. Purchases shall not exceed the total of the net worth of any savings association or federal association, except that deposits not exceeding a total of five hundred thousand dollars (\$500,000) may be made to a savings association or federal association without regard to the net worth of that depository, if such deposits are insured or secured as required by law. Purchases of negotiable certificates of deposit from any regularly chartered credit union shall not exceed the total of the unimpaired capital and surplus of the credit union, as defined by rule of the California Commissioner of Financial Institutions, except that the deposit to any credit union share account in an amount not exceeding five hundred thousand dollars (\$500,000) may be made if the share accounts of that credit union are insured or guaranteed pursuant to Section 14858 of the California Financial Code or are secured as required by law. Purchases of negotiable certificates of deposit issued by a state or federal credit union are prohibited if a member of the CalTRUST Board of Trustees, or any person with investment decision making authority for CalTRUST, also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

9. Investments in repurchase agreements of Authorized Investments as long as the agreements are subject to the requirements of California Government Code Section 53601(j), including the delivery requirements specified in California Government Code Section 53601(j). "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. Investments in repurchase agreements may be made, on any Authorized Investments, when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
10. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subsection shall be rated



“A” or better, without gradation, by a nationally recognized rating service. Purchases of medium-term notes (not including other Authorized Investments) may not exceed 30 percent of the assets in a Series.

11. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. Such companies shall have attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs or retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares of beneficial interest purchased pursuant to this subsection shall not include any commission that the companies may charge and shall not exceed 20 percent of the assets in a Series.
12. Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by California Government Code Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by California Government Code Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank which is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted
13. Any mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subsection shall have an “AA” or higher rating, without gradation, for the issuer’s debt as provided by a nationally recognized rating service and rated in a rating category of “AA” or its equivalent or better, without gradation, by a nationally recognized rating service and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subsection may not exceed 20 percent of the assets in a Series.
14. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated “AA”, without gradation, or

better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

Funds invested through the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund and CalTRUST Medium-Term Fund will be invested by the Investment Manager in accordance with the prudent investor standard of the California Government Code. Any investments consisting of notes, bonds, bills, certificates of indebtedness, warrants, or registered warrants shall be legal investments for savings banks in the State of California. Funds invested through the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund, and CalTRUST Medium-Term Fund will not be invested in any inverse floaters, range notes or mortgage-derived, interest-only strips, or in any security that could result in zero interest accrual if held to maturity.

The authorizing statute, charter, or bylaws of a Participant or the trust indenture or ordinance or resolution under which the debt obligations of a Participant are issued or its funds are invested may contain investment restrictions which prohibit or otherwise limit investment in one or more of the above-described investments. Accordingly, *Participants should consult with their legal counsel and/or financial adviser regarding the legality of investing funds through the Shares Program.*

*CalTRUST is not registered as an investment company under the 1940 Act and, accordingly, is not subject to the provisions of that Act and the rules thereunder, including the protective rules relating to registered money market funds and other types of mutual funds.*

#### **E. DURATION OF SERIES AND MATURITY OF INVESTMENTS**

Each Series seeks to attain as high a level of current income as is consistent with the preservation of principal. Each Series will invest in only fixed-income oriented Authorized Investments. The CalTRUST Liquidity Fund has a maximum portfolio duration of 60 days and a maximum weighted average life of 120 days. The CalTRUST Short-Term Fund seeks a target portfolio duration of 0 to 2 years. The CalTRUST Medium-Term Fund seeks a target portfolio duration of 1 to 3 years. The Money Market Fund and the Government Fund each have a maximum dollar-weighted average maturity of 60 days and a maximum dollar-weighted average life of 120 days, in accordance with Rule 2a-7 under the 1940 Act.

Each Series invests in a diversified portfolio of fixed-income oriented investments of varying maturities with a different portfolio "duration." Duration is a measure of the expected life of a fixed-income oriented investment that was developed as a more precise alternative to the concept of "term to maturity." Duration incorporates a bond's yield, coupon interest payments, final maturity, call and put features and prepayment exposure into one measure. Traditionally, a fixed-income oriented

investment's "term to maturity" has been used to determine the sensitivity of the investment's price to changes in interest rates (which is the "interest rate risk" or "volatility" of the investment). However, "term to maturity" measures only the time until a fixed-income oriented investment provides its final payment, taking no account of the pattern of the investment's payments prior to maturity. Duration is used in the management of a Series as a tool to measure interest rate risk. For example, a Series with a portfolio duration of two years would be expected to change in value 2% for every 1% move in interest rates.

## **F. RISKS**

1. General. Because the values of the Shares of a Series change with market conditions (generally other than the CalTRUST Liquidity Fund and Government Fund), so will the value of a Participant's investment through the Shares program. ***A Participant could lose money on an investment through the Shares Program or an investment through the Shares Program could underperform other investments.*** The Medium-Term Fund has the potential for greater return and loss than the Short-Term Fund. The Series are subject primarily to interest rate and credit risk. Interest rate risk is the potential for a decline in bond prices due to rising interest rates. In general, bond prices vary inversely with interest rates. The change in bond price depends on several factors, including the bond's maturity date. In general, bonds with longer maturities are more sensitive to changes in interest rates than bonds with shorter maturities. Credit risk is the possibility that a bond issuer will fail to make timely payments of interest or principal to a Series.
2. Obligations of Agencies or Instrumentalities of the United States Government. Certain short-term obligations of agencies or instrumentalities of the United States Government purchased with funds invested through the Series may only be backed by the issuing agency or instrumentality and may not be backed by the full faith and credit of the United States Government. For example, securities issued by the Federal Home Loan Banks and the Federal Home Loan Mortgage Corporation are supported only by the credit of the agency or instrumentality that issued them, and not by the United States Government, and securities issued by the Federal Farm Credit System and the Federal National Mortgage Association are supported by the agency's or instrumentality's right to borrow money from the U.S. Treasury under certain circumstances

## **G. INVESTMENT RESTRICTIONS**

The Board has adopted the following investment restrictions for the Shares Program. For the avoidance of doubt, the following investment restrictions do not apply to the portfolios of the Money Market Fund and the Government Fund. Funds invested through a Series in the Shares Program will not be used to:

1. Purchase any securities other than those described under “Authorized Investments,” unless California law at some future date redefines the types of securities which are legal investments for all classes of Participants, in which case the permitted investments for the Series may be changed by the Board to conform to California law.
2. Invest in securities of any issuer in which a Trustee, officer, employee, agent or adviser of CalTRUST is an officer, director or 5% shareholder unless such investment is periodically authorized by resolution adopted by the Board, excluding officers, directors or 5% shareholders of such issuer.
3. Make loans, except that repurchase agreements may be entered into as specified under “Authorized Investments.”
4. Borrow money or pledge, hypothecate or mortgage the assets in a Series or otherwise engage in any transaction that has the effect of creating leverage with respect to a Series; provided, however, that short-term credits necessary for the settlement of securities trades may be used, and forward purchases and sales of securities that are expected to settle beyond a normal “T+3” basis may be entered into.
5. Purchase the securities of any issuer (other than obligations issued and guaranteed as to principal and interest by the government of the United States, its agencies or instrumentalities) if, as a result, more than 10% of the total assets in a series would be invested in the securities of any one issuer.

#### **H. APPLICATION OF PERCENTAGES LIMITATIONS AND RATING REQUIREMENTS**

Any percentage limitation or rating requirement described under “Investment Strategies and Objectives” will be applied at the time of purchase.

#### **I. NOTICE TO PARTICIPANTS OF MATERIAL CHANGE TO INVESTMENT STRATEGIES AND OBJECTIVES OR INVESTMENT POLICY**

The Board may revise the Investment Policy from time to time subject to Section 4.2(a) of the Agreement; and may revise the investment strategies and objectives of any Series from time to time. Any material change in the investment strategies and objectives for any Series adopted by the Board shall be communicated, in writing, to each Participant prior to the effective date of such change.

## Section III: Income and Value of the Series

### A. INCOME AND DIVIDENDS OF THE SERIES

#### **CalTRUST Liquidity Fund**

As of 1:00 p.m. Pacific time each day that the Custodian is open for business (a “Business Day”), the net income of the Liquidity Fund is determined and declared as a dividend to Participants of record as of the close of business on that day. Shares purchased as of 12:00 p.m. on any Business Day will begin earning dividends on such date of purchase. Shares will continue to earn dividends until the Business Day such Shares are redeemed and the funds are wired to the Participant. Earnings for Saturdays, Sundays and holidays are declared on the next Business Day. Dividends declared are paid monthly on the last Business Day of each month and are automatically re-invested in each Series by purchase of additional Shares of such Series.

#### **CalTRUST Short-Term Fund**

As of 1:00 p.m. Pacific time each day that the Custodian is open for business (a “Business Day”), the net income of the Short-Term Fund is determined and declared as a dividend to Participants of record as of the close of business on that day. Shares purchased as of 9:30 a.m. on any Business Day will begin earning dividends on the next Business Day. Shares will continue to earn dividends until the Business Day such Shares are redeemed and the funds are wired to the Participant. Earnings for Saturdays, Sundays and holidays are declared on the next Business Day. Dividends declared are paid monthly on the last Business Day of each month and are automatically re-invested in each Series by purchase of additional Shares of such Series.

#### **CalTRUST Medium-Term Fund**

As of 1:00 p.m. Pacific time on the last Business Day of each month, the net income of the Medium-Term Fund is determined and declared as a dividend to Participants of record as of the close of business on that day. Shares purchased as of 9:30 a.m. on any Business Day of a month will begin earning dividends on the purchase settlement date, which is currently the second Business Day after purchase. Shares will continue to earn dividends until the Business Day such Shares are redeemed and the funds are wired to the Participant. Earnings for Saturdays, Sundays and holidays are declared on the next Business Day. Dividends declared are paid monthly on the last Business Day of each month and are automatically re-invested in each Series by purchase of additional Shares of such Series.

If Shares are redeemed from any Series in any month prior to the payment of dividends on the last Business Day of such month (including in the case of an emergency as approved by the Board of Trustees or otherwise), the Participant shall

be entitled to receive a pro rata portion of the dividends such Participant would otherwise be entitled to receive, up to the date of redemption, which shall be paid on the last Business Day of such month.

For the purpose of calculating dividends, net income of each Series consists of interest earned plus or minus any discounts or premiums ratably amortized to the date of maturity and all realized gains and losses on the sale of securities prior to maturity, less all accrued expenses of such Series, including the fees described under “Expenses of the Trust.”

Each Series may attempt to maximize yields through trading to take advantage of short-term market variations. These policies may result in high portfolio turnover. However, because the cost of transactions of the type in which the Series engage is small, a high turnover rate is not expected to affect materially income or net asset value.

### **Money Market Fund**

As of 12:00 p.m. Pacific time each day that the Custodian and the Money Market Fund is open for business (a “Business Day”), the net income of the Money Market Fund is determined and declared as a dividend to Participants of record as of the close of business on that day. Shares purchased by 11:00 a.m. on any Business Day will begin earning dividends on such date of purchase. Shares will continue to earn dividends until the Business Day such Shares are redeemed and the funds are wired to the Participant. Earnings for Saturdays, Sundays and holidays are declared on the prior Business Day. Dividends declared from each month are paid monthly on the first Business Day of the next month and are automatically re-invested in each Series by purchase of additional Shares of such Series.

### **Government Fund**

As of 2:00 p.m. Pacific time each day that the Custodian Government Fund is open for business (a “Business Day”), the net income of the Government Fund is determined and declared as a dividend to Participants of record as of the close of business on that day. Shares purchased by 1:00 p.m. on any Business Day will begin earning dividends on such date of purchase. Shares will continue to earn dividends until the Business Day such Shares are redeemed and the funds are wired to the Participant. Earnings for Saturdays, Sundays and holidays are declared on the prior Business Day. Dividends declared from each month are paid monthly on the first Business Day of the next month and are automatically re-invested in each Series by purchase of additional Shares of such Series.

## B. VALUATION OF SERIES

The net asset value of the Shares of the Liquidity Fund, Short-Term Fund, an Medium-Term Fund are normally determined by the Fund Accountant/Recordkeeper as of 1:00 p.m. Pacific time on each Business Day. The net asset value of the shares of the Money Market Fund is normally determined each Business Day as of 5:00 a.m. Pacific time, 9:00 a.m. Pacific time, and 12:00 p.m. Pacific time. The net asset value of the shares of the Government Fund is normally determined as of 3:00 p.m. Pacific time each Business Day.

The net asset value per Share of each Series is computed by dividing the total value of the securities and other assets of such Series, less any liabilities, by the total outstanding Shares of such Series. Liabilities include all accrued expenses and fees of such Series, including the fees described under “Expenses of the Trust.”

The net asset value per share of the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund and CalTRUST Medium-Term Fund normally is determined on the specified day if banks are open for business and the New York Stock Exchange is open for trading. With the exception of the value of securities in the Money Market Fund and the Government Fund, the value of a Series’ portfolio securities is determined on the basis of the market value of such securities or, if market quotations are not readily available, at fair value under guidelines established by the Trustees. Investments with short remaining maturities may be valued at amortized cost which the Board has determined to equal fair value.

Securities in the Government Fund are valued using the amortized cost method, in accordance with Rule 2a-7 under the 1940 Act. The value of securities in the Money Market Fund are typically determined on the basis of the market value of such securities, or, if market quotations are not readily available, at fair value under guidelines established by the Board of Directors of the Money Market Fund.

Additional detail regarding the determination of the net asset value of the shares of the Money Market Fund and Government Fund can be found in the BlackRock Liquidity Funds Institutional Shares Fund prospectus, available online at:

<https://www.blackrock.com/cash/en-us/stream-document?stream=reg&product=L-FFUND&shareClass=Class+Inst&documentId=235732~235783~236155&iFrameUrlOverride=%2Fcash%2Fliterature%2Fprospectus%2Fpro-brliquidity-institutionalshares-feb.pdf>

The market value basis for net asset value per Share of each Series (generally other than the Government Fund) may be affected by general changes in interest rates resulting in increases or decreases in the value of securities held by such Series. The market value of such securities will tend to vary inversely to changes in prevailing interest rates. Thus, if interest rates rise after a security is purchased,

such a security, if sold, might be sold at a price less than its cost. Similarly, if interest rates decline, such a security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these price fluctuations. Redemptions by Participants could require the sale of portfolio securities prior to maturity.

The Fund Accountant/Recordkeeper normally will announce the net asset value of the Shares of the Liquidity Fund, Short-Term Fund, and Medium-Term Fund by 9:00 a.m. Pacific time on the Business Day after it is determined.

## C. YIELD INFORMATION

### **CalTRUST Liquidity Fund, Short-Term Fund, & Medium-Term Fund**

The aggregate and average annual total return, current annualized yield and effective annual yield of the Liquidity Fund, Short-Term Fund, and Medium-Term Fund may, from time to time, be quoted in reports, literature and advertisements published by CalTRUST.

Current annualized yield of the Liquidity Fund is computed by averaging the daily dividend declared by such Series during the prior seven calendar day period, dividing by the average daily net asset value per Share of such Series over the same period, and multiplying the result by 365.

Current annualized yield of the Short-Term Fund is computed by averaging the daily dividend declared by such Series during the prior seven calendar day period, dividing by the average daily net asset value per Share of such Series over the same period, and multiplying the result by 365.

Current annualized yield of the Medium-Term Fund is computed by averaging the monthly dividend declared by the applicable Series during the prior months of such calendar year, dividing by the average monthly net asset value per Share of the applicable Series over the same period, and multiplying the result by 12.

The “effective annual yield” of each Series, which reflects the value of compounding and represents the annualization of the current yield with all dividends reinvested, may also be quoted. Effective annual yield of each Series is computed by dividing the monthly dividend rate of such Series by 12, adding 1 and raising the sum to the power of 12, and subtracting 1 from the result.

### **Money Market Fund and Government Fund**

Pursuant to Securities and Exchange Commission (SEC) rules governing registered money market funds, the Money Market Fund and the Government Fund each may quote a “7-Day Yield”. The 7-Day Yield is the accumulated distribution factor for



the prior seven days multiplied by 365/7. The 7-day yield may include capital gains and non-investment income, while the 7-day SEC yield would exclude capital gains and non-investment income.

Additional information regarding the determination and reporting of the “7-Day Gross Yield” can be found on the SEC website at:

<http://www.sec.gov/rules/final/2010/ic-29132.pdf>.

The yields of each Series quoted should not be considered a representation of the yield of such Series in the future, since the yield is not fixed. Actual yields of each Series will depend on the type, quality, yield and maturities of securities held by such Series, changes in interest rates, market conditions and other factors.

## Section IV: Investments and Withdrawals

### A. ACCOUNTS

Before funds are invested under the Shares Program, Participants will need to establish appropriate accounts pursuant to the procedure described under “Instructions on How to Participate.” Each Participant will have master account(s) representing the total funds invested through the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund, CalTRUST Medium-Term Fund, Money Market Fund, and/or Government Fund as applicable, by such Participant.

The Fund Accountant/Recordkeeper will process investments, withdrawals and transfers only on Business Days.

### B. INVESTMENTS

Investments in a Series shall be made by wire transfer of immediately available funds from the Participant’s bank, per the current transaction wire instructions. However, *the Administrator reserves the right to reject any investment and to limit the size of a Participant’s account.*

Investment in a Series shall be completed by following both of the following steps:

**Step 1:** Initiate the transaction through the the CalTRUST Online Portal, by following the steps outlined in the “CalTRUST Online Trading User Guide”, which is available to all participants at [www.caltrust.org](http://www.caltrust.org).

**OR**

Provide the Fund Accountant/Recordkeeper with a completed Cash Transaction Notice Form, either in writing by fax or email (fax: (402) 963-9094, email: caltrustsupport@ultimusfundsolutions.com) or via the online portal.

**Step 2:** Instruct the Participant's bank to wire funds as follows (Federal Reserve wire if possible). Wire instructions are provided in both the Online Portal and on the Cash Transaction Notice Form. Participants may also contact the CalTRUST Customer Service Center at 833-CALTRUST (225-8787) for wiring instructions.

CalTRUST does not charge a fee for receipt of these wires. However, a Participant's bank may charge a fee for wiring funds.

### **CalTRUST Liquidity Fund**

*Investments will not begin earning income unless and until the Fund Accountant/Recordkeeper receives the requisite advance notice and the Custodian receives a Federal Reserve wire or bank wire convertible to Federal Funds on a same-day basis.* When the Fund Accountant/Recordkeeper receives the requisite advance notice and the funds are received by the Custodian, investments will be made and begin earning income on the Business Day on which funds are received.

Notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 12:00 p.m. Pacific time; otherwise it will be considered given on the next Business Day. Funds will be considered delivered on a particular Business Day if the wire is received before 12:00 p.m. Pacific time, otherwise funds will be considered delivered on the next Business Day.

### **CalTRUST Short-Term Fund**

*Investments will not begin earning income unless and until the Fund Accountant/Recordkeeper receives the requisite advance notice and the Custodian receives a Federal Reserve wire or bank wire convertible to Federal Funds on a next-day basis.* When the Fund Accountant/Recordkeeper receives the requisite advance notice and the funds are received by the Custodian, investments will be made and begin earning income on the Business Day on which funds are received.

Notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 9:30 a.m. Pacific time; otherwise it will be considered given on the next Business Day. Funds will be considered delivered on a particular Business Day if the wire is received before 9:30 a.m. Pacific time,

otherwise funds will be considered delivered on the next Business Day.

### **CalTRUST Medium-Term Fund**

Funds may be invested in the Medium-Term Fund on a t+2 basis; *provided, however*, that the Fund Accountant/Recordkeeper receives prior notice of the investment and the wire is received by 9:30 a.m. Pacific Time .

***Investments will not begin earning income unless and until the Fund Accountant/Recordkeeper receives the requisite advance notice and the funds are received within the requisite time.*** When the Fund Accountant/Recordkeeper receives the requisite advance notice and the funds are within the requisite time, investments will be made and begin earning income on the first business day following notice.

***At any particular time, if a Participant gives late notice or transmits late funds (i.e., the Fund Accountant/Recordkeeper receives notice of the investment after 9:30 a.m. on the or the funds after the specified investment date), then such funds shall be automatically invested in the Short-Term Fund until the Medium-Term Fund transaction date.*** In any particular month, if the Fund Accountant/Recordkeeper receives requisite notice (*i.e.*, on or before 9:30 a.m. three days prior) and the funds are received before the investment date, then from the Business Day on which funds are received until the investment date, such funds shall be automatically and temporarily invested in the Short-Term Fund. Such funds shall be automatically transferred from the Short-Term Fund and invested in the Medium-Term Fund as specified in the notice, unless such notice is properly withdrawn by providing the Fund Accountant/Recordkeeper with at least two Business Days' prior notice.

Notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 9:30 a.m. Pacific time, otherwise it will be considered given on the next Business Day. Funds will be considered delivered on a particular Business Day if the wire is received before 9:30 a.m. Pacific time, otherwise funds will be considered delivered on the next Business Day.

### **Money Market Fund and Government Fund**

***Investments will not begin earning income unless and until the Fund Accountant/Recordkeeper receives the requisite advance notice and receives a Federal Reserve wire or bank wire convertible to Federal Funds on a same-day basis.*** When the Fund Accountant/Recordkeeper receives the requisite advance notice and the funds are received by the Custodian, investments will be made and begin earning income on the Business Day on which funds are received.

For the Money Market Fund, notice will be considered given on a particular Business Day if received by the Administrator before 11:00 a.m. Pacific time; otherwise it will be considered given on the next Business Day. Funds will be

considered delivered on a particular Business Day if the wire is received before 11:00 a.m. Pacific time, otherwise funds will be considered delivered on the next Business Day.

For the Government Fund, notice will be considered given on a particular Business Day if received by the Administrator before 1:00 p.m. Pacific time; otherwise it will be considered given on the next Business Day. Funds will be considered delivered on a particular Business Day if the wire is received before 1:00 p.m. Pacific time, otherwise funds will be considered delivered on the next Business Day.

### C. REDEMPTIONS

Withdrawals from an account shall be made by requesting a wire transfer of immediately available funds from the Funds to the Participant's bank.

Withdrawals from a Series may be made through the CalTRUST Online Portal, by following the steps outlined in the "CalTRUST Online Trading User Guide", which is available to all participants at [www.caltrust.org](http://www.caltrust.org), or by providing the Fund Accountant/Recordkeeper with a completed Cash Transaction Notice Form, either by fax ((402) 963-9094) or email ([caltrustsupport@ultimusfundsolutions.com](mailto:caltrustsupport@ultimusfundsolutions.com)).

***Funds may be transferred by wire only to the bank account specified in the Participant's Account Registration Form and Participation Agreement.*** Changes to the Participant's specified bank account must be received in writing properly executed before they can be effective.

#### **CalTRUST Liquidity Fund**

Funds may be withdrawn from the Liquidity Fund daily; *provided, however*, that the Fund Accountant/Recordkeeper receives notice of the request for wire transfer by 12:00 p.m. Pacific Time on a Business Day.

Shares in the Liquidity Fund will be redeemed in the amount of the withdrawal at the net asset value per Share next determined after receipt of a request for wire transfer. Funds will remain invested in the Series until the day they are wired. ***Funds will not be wired unless and until the Fund Accountant/Recordkeeper receives the requisite notice.*** Notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 12:00 p.m. Pacific time; otherwise it will be considered given on the next Business Day.

### **CalTRUST Short-Term Fund**

Funds may be withdrawn from the Short-Term Fund daily; *provided, however*, that the Fund Accountant/Recordkeeper receives notice of the request for wire transfer by 9:30 a.m. Pacific Time one Business Day prior.

Shares in the Short-Term Fund will be redeemed in the amount of the withdrawal at the net asset value per Share next determined after receipt of a request for wire transfer. Funds will remain invested in the Series until the day they are wired. ***Funds will not be wired unless and until the Fund Accountant/Recordkeeper receives the requisite notice.*** Notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 9:30 a.m. Pacific time; otherwise it will be considered given on the next Business Day.

### **CalTRUST Medium-Term Fund**

Funds may be withdrawn from the Medium-Term Fund daily; *provided, however*, that the Fund Accountant/Recordkeeper receives notice of the request for wire transfer by 9:30 a.m. Pacific Time two Business Days prior.

Shares in each Series will be redeemed in the amount of the withdrawal at the net asset value per Share determined by the Fund Accountant/Recordkeeper daily. Funds will remain invested in the Series until the day they are wired. ***Funds will not be wired unless and until the Fund Accountant/Recordkeeper receives the requisite notice.*** Notice will be considered given on a particular Business Day if received by the Administrator before 9:30 a.m. Pacific time; otherwise it will be considered given on the next Business Day.

***Notwithstanding the foregoing limitations, in the event of an emergency as approved by the Board of Trustees (or a committee of the Board of Trustees or designated Trustee(s)), withdrawals may be made at such times and on such prior notice, if any, as determined by the Board of Trustees (or a committee of the Board of Trustees or designated Trustee(s)).*** In such instance, Shares in each Series will be redeemed in the amount of the withdrawal at the net asset value per Share next determined after receipt of a request for wire transfer.

### **Money Market Fund and Government Fund**

Shares in the Money Market Fund and Government Fund will typically be redeemed in the amount of the withdrawal at the net asset value per Share next determined after receipt of a request for wire transfer. Funds will remain invested in the Series until the day they are wired. ***Funds will not be wired unless and until the Fund Accountant/Recordkeeper receives the requisite notice.*** For the Money Market Fund, notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 11:00 a.m. Pacific time;

otherwise it will be considered given on the next Business Day. For the Government Fund, notice will be considered given on a particular Business Day if received by the Fund Accountant/Recordkeeper before 1:00 p.m. Pacific time; otherwise it will be considered given on the next Business Day.

***The Agreement permits the Trustees to suspend the right of withdrawal from the Series or to postpone the date of payment of redemption proceeds if the New York Stock Exchange is closed other than for customary weekend and holiday closings, if trading on that Exchange is restricted, or if, in the opinion of the Trustees, an emergency exists such that disposal of Shares or determination of net asset value is not reasonably practicable.*** If the right of withdrawal is suspended, a Participant may either withdraw its request for withdrawal or receive payment based on the net asset value next determined after termination of the suspension.

Additionally, under Rule 2a-7, the board of directors (“Fund Board”) of the Money Market Fund is permitted to impose a liquidity fee up to 2% on the value of shares redeemed or temporarily restrict redemptions from the Government Money Market Fund for up to 10 business days during a 90 day period, in the event that the Money Market Fund’s weekly liquid assets fall below the following thresholds:

- 30% weekly liquid assets—If the weekly liquid assets of the Money Market Fund falls below 30% of the Money Market Fund’s total assets, and the Fund Board determines it is in the best interests of the Money Market Fund, the Fund Board may impose at any time, and as early as the same day, a liquidity fee of up to 2% of the amount redeemed, or a redemption gate that temporarily suspends the right of redemption.

- 10% weekly liquid assets—If the weekly liquid assets of the Money Market Fund falls below 10% of the Money Market Fund’s total assets as of the end of a business day, the Fund Board will impose, at the beginning of the next business day, a liquidity fee of 1% of the amount redeemed, unless the Fund Board determines that imposing such a fee would not be in the best interests of the Money Market Fund or determines that a lower or higher fee (not to exceed 2%) would be in the best interests of the Money Market Fund.

Liquidity fees and redemption gates, if imposed, may be terminated at any time in the discretion of the Money Market Fund Board. Liquidity fees and redemption gates will also automatically terminate at the beginning of the next business day once the Money Market Fund has invested 30% or more of its total assets in weekly liquid assets as of the end of a business day.

The Money Market Fund may not accept purchases during the period that a liquidity fee has been imposed. If the Fund Board imposes a redemption gate, the Money Market Fund will not accept purchase or redemption orders until the Money Market Fund has notified shareholders that the redemption gate has been lifted.

*CalTRUST may, and is authorized by each Participant to, redeem Shares owned by such Participant (i) to the extent necessary to reimburse CalTRUST for any loss it has sustained by reason of the failure of such Participant to make full payment for Shares purchased by such Participant, (ii) to the extent necessary to collect any charge relating to a transaction effected for the benefit of such Participant which is applicable to Shares, or (iii) as otherwise deemed necessary and desirable by the Board for CalTRUST to effectively carry out its obligations under the Agreement, this Information Statement, comply with applicable law, or any other obligations in connection with the affairs of CalTRUST. Redemption payments may be made in whole or in part in securities or other property of the Series. **Participants receiving any such securities or other property on redemption will bear any costs of sale.***

#### **D. Transfers**

Transfers among the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund, CalTRUST Medium-Term Fund, Money Market Fund, and Government Fund will be considered a withdrawal from one Series and a deposit to another Series subject to the restrictions, limitations and notice requirements above. Transfers may be accomplished through the CalTRUST Online Portal, by following the steps outlined in the “CalTRUST Online Trading User Guide”, which is available to all participants at [www.caltrust.org](http://www.caltrust.org), or by providing the Fund Accountant/Recordkeeper with a completed Cash Transaction Notice Form by fax or email (fax: (402) 963-9094, email: [caltrustsupport@ultimusfundsolutions.com](mailto:caltrustsupport@ultimusfundsolutions.com)).

### **SECTION V: OTHER SERVICES**

#### **A. ONLINE ACCESS**

Secure online access will be available to Participants with respect to their accounts. Information with respect to each Series, including current yield, up-to-date account information, and a transaction history will be available online. Confirmations of each deposit and withdrawal of funds will be available online to a Participant within one Business Day of the transaction.

#### **B. STATEMENTS**

At the end of each month, a statement of each account will be available to each Participant through the online portal, which will show the dividend paid and the account balance as of the statement date. Statements will be made available in the online portal the first business day of the following month.

## Section VI: Trustees and Officers

### A. BOARD OF TRUSTEES

CalTRUST is governed by a Board of Trustees, the number of which may be increased or decreased from time to time by the then-current Board to no fewer than five and no greater than fifteen Trustees. The Board is responsible for the overall management, supervision and administration of CalTRUST, including formulation of investment and operating policy guidelines of the Series. In addition, the Board oversees the activities of the Chief Executive Officer, the SubAdministrator, the Investment Manager, the Custodian, the Fund Accountant/Recordkeeper, legal counsel, independent auditors and other service providers and agents of CalTRUST and monitors the investment performance of each Series and the method of valuing the Shares.

The names and affiliations of the Trustees are as follows:

**John Colville**, City of Sacramento

**Don Kent**, Riverside County

**Chuck Lomeli**, Solano County

**Dan McAllister**, San Diego County

**Bobbie Ormonde**, Westlands Water District

Trustees are nominated by the Members and the Board and are ratified by the Members of the JPA. At least seventy-five percent (75%) of Trustees shall be members of the governing body, officers or personnel of the Members. Trustees currently serve without compensation, but all Trustees, except affiliates of the Investment Manager, if any, are reimbursed by CalTRUST for reasonable travel and other out-of-pocket expenses incurred in connection with their duties as Trustees.

### B. OFFICERS

The names and affiliations of the executive officers are as follows:

**President:** John Colville, City of Sacramento

**Secretary:** Don Kent, Riverside County

**Treasurer:** VACANT

The officers are appointed by the Board and serve at the discretion of the Board. The officers currently serve without compensation, but all officers, except affiliates of the Investment Manager, if any, are reimbursed by CalTRUST for reasonable travel and other out-of-pocket expenses incurred in connection with their duties as officers.



## Section VII: SubAdministrator

### A. SUBADMINISTRATOR

CSAC Finance Corporation (the “SubAdministrator”), with an office at 1100 K Street, Suite 101, Sacramento, California 95814, is a subadministrator to CalTRUST. The SubAdministrator was formed in 1986.

### B. ADMINISTRATIVE SERVICES

The SubAdministrator assists the Chief Executive Officer by providing limited administrative aspects of CalTRUST’s operations, pursuant to a program administration agreement with CalTRUST (the “Administration Agreement”). The Administration Agreement will remain in effect until terminated, and may not be assigned by the Administrator without the consent of the Board; *provided, however*, that such consent will be deemed given if a majority of the Board does not object in writing within 60 days after receiving written notice of a proposed assignment. The Administration Agreement may be terminated by either CalTRUST or the Administrator, at any time and without penalty, upon at least 6 months prior written notice to the other parties, or by any party that is not in breach of the Administration Agreement, without penalty, upon at least 60 days’ prior written notice to the other party, if the other party is in material breach of the Administration Agreement and such breach has not been cured within 60 days’ notice thereof to such other party.

The SubAdministrator provides the following administrative services to CalTRUST in accordance with the Administration Agreement:

- Office space. Responsible for maintaining regular office space for use as the official place of business for CalTRUST.
- Webinars. Host CalTRUST webinars and provide continuing education hours to attendees.
- Payroll/Benefits Support. Provide administration of payroll and benefits services of CalTRUST employees.

## Section VIII: Investment Manager

### A. INVESTMENT MANAGER

BlackRock Financial Management Inc., a registered Investment Manager with its principal office at 40 East 52<sup>nd</sup> Street, New York, NY 10022, is the Investment Manager with respect to the Shares Program. The daily management of the investment affairs and research relating to the Shares Program is conducted by or

under the supervision of the Investment Manager. BlackRock Advisors, LLC, a registered investment Advisor with its principal office at 100 Bellevue Parkway, Wilmington, DE 19809, is the Investment Advisor for the Money Market Fund and the Government Fund.

BlackRock Financial Management Inc. brings together a strategic balance of investment capabilities to best serve investment needs worldwide. BlackRock Financial Management Inc. is a registered investment advisor and a wholly owned asset management subsidiary of BlackRock, Inc. Assets under management of BlackRock Inc. total over \$10 trillion, as of December 31, 2021. Their expertise and scale in short duration fixed income totals \$77.3 billion. In addition, the firm also manages \$721.8 billion in money market funds, ultra-short fixed income funds, separate accounts, exchange traded funds, and collective trust funds.

## **B. MANAGEMENT AND ADVISORY SERVICES**

The Investment Manager manages the investment of the assets in the CalTRUST Liquidity Series, Short-Term Series, and Medium-Term Series, including the placement of orders for the purchase and sale of investments, pursuant to an Investment Management agreement with CalTRUST (the “Advisory Agreement”). The Investment Manager obtains and evaluates such information and advice relating to the economy and the securities markets as it considers necessary or useful to manage continuously the assets of CalTRUST in a manner consistent with each Series’ investment objectives and policies. The Advisory Agreement may not be assigned by the Investment Manager without the consent of the CalTRUST Board of Trustees. The Advisory Agreement may be terminated by either party, at any time and without penalty, upon at least 90 days’ prior written notice to the other party.

## **C. INVESTMENT TRANSACTIONS**

The Investment Manager is responsible for decisions to buy and sell securities for CalTRUST and arranges for the execution of securities transactions on behalf of each Series. Purchases of securities are made from dealers, underwriters and issuers. Sales prior to maturity are made to dealers and other persons. Money market instruments bought from dealers are generally traded on a “net” basis, with dealers acting as principal for their own accounts without a stated commission, although the price of the instrument usually includes a profit to the dealer. Thus, the Series do not normally incur any brokerage commission expense on such transactions. Securities purchased in underwritten offerings include a fixed amount of compensation to the underwriter, generally referred to as the underwriter’s commission or discount. When securities are purchased or sold directly from or to an issuer, no commissions or discounts are paid.

The policy of CalTRUST regarding purchases and sales of securities is that primary consideration will be given to obtaining the most favorable price and efficient execution of transactions. In seeking to implement this policy, the Investment Manager will effect transactions with those dealers whom the Investment Manager believes provide the most favorable price and efficient execution. If the Investment Manager believes such price and execution can be obtained from more than one dealer, it may give consideration to placing portfolio transactions with those dealers who also furnish research and other services to the Investment Manager. Such services may include, but are not limited to, any one or more of the following: information as to the availability of securities for purchase or sale; statistical or factual information or opinions pertaining to investments; wire services; and appraisals or evaluations of portfolio securities. The services received by the Investment Manager from dealers may be of benefit to it in the management of accounts of some or all of its other clients and may not in all cases benefit CalTRUST directly. CalTRUST does not reduce the management fee paid to the Investment Manager by any amount that may be attributable to the value of such services.

## Section IX: Custodian

### A. CUSTODIAN

U.S. Bank, N.A. a custodial bank with an office at 1420 Kettner Blvd, Suite 200, San Diego, CA 92101 is the Custodian for the CalTRUST Liquidity Fund, CalTRUST Short-Term Fund and the CalTRUST Medium-Term Fund.

### B. CUSTODIAL SERVICES

The Custodian holds all cash and securities of each Series, pursuant to an Institutional Fund Custody Agreement with CalTRUST (the “Custodial Agreement”). The Custodian does not participate in determining the investment policies of CalTRUST or in investment decisions. CalTRUST may invest in the Custodian’s obligations and may buy or sell securities through the Custodian.

## Section X: Series Expenses

### Total Annual Expenses of the CalTRUST Liquidity Fund

	<u>Average Daily Net Assets in the Liquidity Fund<sup>1</sup></u>			
	<u>Up to \$50 Million</u>	<u>Over \$50; Up to \$200 Million</u>	<u>Over \$200 Million; Up to \$500 Million</u>	<u>Over \$500 Million</u>
Investment Management <sup>2</sup>	0.100%	0.080%	0.040%	0.020%
Operating <sup>3</sup>	0.046%	0.046%	0.046%	0.046%
Account Mgmt/Record-keeping <sup>2</sup>	0.020%	0.020%	0.020%	0.015%
Custody	0.005%	0.005%	0.005%	0.0033%
SubAdmin <sup>4</sup>	0.010%	0.010%	0.010%	0.010%
<b>Total Annual Operating Expenses</b>	<b>0.181%</b>	<b>0.161%</b>	<b>0.121%</b>	<b>0.0943%</b>

<sup>1</sup> “Average daily net assets” means the average daily value of total assets minus accrued liabilities. The first \$50 Million of net assets in the Liquidity Fund will be charged the first tier rate; the next \$50 Million to \$200 Million of net assets in the Liquidity Fund will be charged the second tier rate; the next \$200 Million to \$500 Million of net assets in the Liquidity Fund will be charged the third tier rate; and all net assets in the Liquidity Fund over \$500 Million will be charged the fourth tier rate.

<sup>2</sup> Calculated on a daily basis and paid monthly from the net assets in the Liquidity Fund.

<sup>3</sup> The Liquidity Fund will also be responsible for legal and audit fees, insurance (including trustees and officers insurance) premiums, Trustees’ and officers’ reasonable travel and other expenses, marketing fees, and the costs of making statutory and regulatory filings and other general compliance with any applicable federal or state laws, as well as all extraordinary expenses, including, without limitation, all reasonable expenses incurred by CalTRUST, the Administrator or the Investment Manager to establish, organize and otherwise commence operations of CalTRUST and the arrangements contemplated by this Information Statement and the Agreement, and litigation costs (including reasonable attorneys’ fees), if any, with respect to the Liquidity Fund.

<sup>4</sup> Calculated on a daily basis and paid monthly to the Administrator from the net assets in the Liquidity Fund. The Administrator will be responsible for account administration, custodial, transfer agency, record keeping, and accounting fees, and ordinary out-of-pocket disbursements, which disbursements may include, without limitation, the costs of legal procedures and policies, periodic updating and preparation of the Information Statement, and preparation of tax returns, financial statements and reports, printing and distribution costs, the costs and expenses of holding any meetings of the Board, fees of other consultants and professionals engaged on behalf of CalTRUST, all expenses of computing the market value of the Liquidity Fund, overnight delivery and courier services, postage, telephone and telecommunication charges, pricing services, terminals, transmitting lines and expenses in connection therewith, travel on CalTRUST business, and costs of preparing books, presentations and other materials for the Board, with respect to the Liquidity Fund.

## Total Annual Expenses of the CalTRUST Short-Term Fund

	<u>Average Daily Net Assets in the Short-Term Fund<sup>1</sup></u>				
	<u>Up to \$100 Million</u>	<u>Over \$100; Up to \$250 Million</u>	<u>Over \$250 Million; Up to \$500 Million</u>	<u>Over \$500 Million; Up to \$1 Billion</u>	<u>Over \$1 Billion</u>
Investment Management <sup>2</sup>	0.100%	0.080%	0.060%	0.050%	0.040%
Operating <sup>3</sup>	0.046%	0.046%	0.046%	0.046%	0.046%
Account Mgmt/Record-keeping <sup>2</sup>	0.020%	0.020%	0.020%	0.015%	0.010%
Custody	0.005%	0.005%	0.005%	0.0033%	0.0033%
SubAdmin <sup>4</sup>	0.010%	0.010%	0.010%	0.010%	0.010%
<b>Total Annual Operating Expenses</b>	<b>0.181%</b>	<b>0.161%</b>	<b>0.141%</b>	<b>0.1243%</b>	<b>0.1093%</b>

<sup>1</sup> “Average daily net assets” means the average daily value of total assets minus accrued liabilities. The first \$100 Million of net assets in the Short-Term Fund will be charged the first tier rate; the next \$100 Million to \$250 Million of net assets in the Short-Term Fund will be charged the second tier rate; the next \$250 Million to \$500 Million of net assets in the Short-Term Fund will be charged the third tier rate, the next \$500 Million to \$1 Billion of net assets in the Short-Term Fund will be charged the fourth tier rate; and all net assets in the Short-Term Fund over \$1 Billion will be charged the fifth tier rate.

<sup>2</sup> Calculated on a daily basis and paid monthly from the net assets in the Short-Term Fund.

<sup>3</sup> The Short-Term Fund will also be responsible for legal and audit fees, insurance (including trustees and officers insurance) premiums, Trustees’ and officers’ reasonable travel and other expenses, marketing fees, and the costs of making statutory and regulatory filings and other general compliance with any applicable federal or state laws, as well as all extraordinary expenses, including, without limitation, all reasonable expenses incurred by CalTRUST, the Administrator or the Investment Manager to establish, organize and otherwise commence operations of CalTRUST and the arrangements contemplated by this Information Statement and the Agreement, and litigation costs (including reasonable attorneys’ fees), if any, with respect to the Short-Term Fund.

<sup>4</sup> Calculated on a daily basis and paid monthly to the Administrator from the net assets in the Short-Term Fund. The Administrator will be responsible for account administration, custodial, transfer agency, record keeping, and accounting fees, and ordinary out-of-pocket disbursements, which disbursements may include, without limitation, the costs of legal procedures and policies, periodic updating and preparation of the Information Statement, and preparation of tax returns, financial statements and reports, printing and distribution costs, the costs and expenses of holding any meetings of the Board, fees of other consultants and professionals engaged on behalf of CalTRUST, all expenses of computing the market value of the Short-Term Fund, overnight delivery and courier services, postage, telephone and telecommunication charges, pricing services, terminals, transmitting lines and expenses in connection therewith, travel on CalTRUST business, and costs of preparing books, presentations and other materials for the Board, with respect to the Short-Term Fund.

## Total Annual Expenses of the CalTRUST Medium-Term Fund

	<u>Average Daily Net Assets in the Medium-Term<sup>1</sup></u>				
	<u>Up to \$100 Million</u>	<u>Over \$100; Up to \$250 Million</u>	<u>Over \$250 Million; Up to \$500 Million</u>	<u>Over \$500 Million; Up to \$1 Billion</u>	<u>Over \$1 Billion</u>
Investment Management <sup>2</sup>	0.130%	0.100%	0.080%	0.060%	0.050%
Operating <sup>3</sup> Account	0.046%	0.046%	0.046%	0.046%	0.046%
Mgmt/Record-keeping <sup>2</sup>	0.020%	0.020%	0.020%	0.015%	0.010%
Custody	0.005%	0.005%	0.005%	0.0033%	0.0033%
SubAdmin <sup>4</sup>	0.010%	0.010%	0.010%	0.010%	0.010%
<b>Total Annual Operating Expenses</b>	<b>0.211%</b>	<b>0.181%</b>	<b>0.161%</b>	<b>0.1343%</b>	<b>0.1193%</b>

<sup>1</sup> “Average daily net assets” means the average daily value of total assets minus accrued liabilities. The first \$100 Million of net assets in the Medium-Term Fund, will be charged the first tier rate; the next \$100 Million to \$250 Million of net assets in the Medium-Term Fund will be charged the second tier rate; the next \$250 Million to \$500 Million of net assets in the Medium-Term Fund will be charged the third tier rate, the next \$500 Million up to \$1 Billion of net assets in the Medium-Term Fund will be charged the fourth tier rate; and all net assets in the Medium-Term Fund over \$1 Billion will be charged the fifth tier rate, as appropriate.

<sup>2</sup> Calculated on a daily basis and paid monthly from the net assets in the Medium-Term Fund

<sup>3</sup> The Medium-Term Fund will also be responsible for legal and audit fees, insurance (including trustees and officers insurance) premiums, Trustees’ and officers’ reasonable travel and other expenses, marketing fees, and the costs of making statutory and regulatory filings and other general compliance with any applicable federal or state laws, as well as all extraordinary expenses, including, without limitation, all reasonable expenses incurred by CalTRUST, the Administrator or the Investment Manager to establish, organize and otherwise commence operations of CalTRUST and the arrangements contemplated by this Information Statement and the Agreement, and litigation costs (including reasonable attorneys’ fees), if any, with respect to the Medium-Term Fund.

<sup>4</sup> Paid monthly to the Administrator from the net assets in the Medium-Term Fund. The Administrator will be responsible for account administration, custodial, transfer agency, record keeping, and accounting fees, and ordinary out-of-pocket disbursements, which disbursements may include, without limitation, the costs of legal procedures and policies, periodic updating and preparation of the Information Statement, and preparation of tax returns, financial statements and reports, printing and distribution costs, printing and distribution costs, the costs and expenses of holding any meetings of the Board, fees of other consultants and professionals engaged on behalf of CalTRUST, all expenses of computing the market value of the Medium-Term Fund overnight delivery and courier services, postage, telephone and telecommunication charges, pricing services, terminals, transmitting lines and expenses in connection therewith, travel on CalTRUST business, and costs of preparing books, presentations and other materials for the Board, with respect to the Medium-Term Fund.

### ***Total Annual Expenses of the Money Market Fund***

The total annual operating expenses of the Money Market Fund, as of February 1, 2022, are 0.14% per year of total average daily net assets in the Money Market Fund. Additional detail regarding Annual Fund Operating Expenses for the Money Market Fund can be found in the BlackRock Liquidity Funds shares fund prospectus, available online at:

<https://www.blackrock.com/cash/en-us/products/307510/>

### ***Total Annual Expenses of the Government Fund***

The total annual operating expenses of the Government Fund, as of February 1, 2022, are 0.17% per year of total average daily net assets in the Government Fund. Additional detail regarding Annual Fund Operating Expenses for the Government Fund can be found in the BlackRock Liquidity Funds Institutional shares fund prospectus, available online at:

<https://www.blackrock.com/cash/en-us/products/282628/>

## **Section XI: Joint Exercise of Powers Agreement**

CalTRUST is a separate public agency established as a joint powers authority under the laws of the state of California by execution of a Joint Powers Authority Agreement by certain Public Agencies as the initial Members of CalTRUST. Additional Public Agencies may become Members of CalTRUST by approving a resolution to adopt the Agreement and by signing a counterpart signature page to the Agreement.

Copies of the Agreement may be obtained from the Administrator and should be read before a Public Agency participates in CalTRUST. ***All descriptions contained in this Information Statement are subject to the specific language of the Agreement.***

For all matters requiring action by Participants, such action will be taken in proportion to the relative market value of each Participant's Shares of a Series.

The Agreement may be amended by the Board, except to the extent an amendment would adversely affect (i) the Shares Program in which case the amendment shall be subject to approval by a majority of the Shares or (ii) one or more Series of Shares, in which case the amendment shall be subject to approval by a majority of the Shares of any Series affected by such amendment. Among other things, the Board may also amend this Agreement without such Participant approval to change the name of CalTRUST or any Series, to establish and designate additional Series, to supply any omission herein or to correct or supplement any ambiguous defective or inconsistent provision hereof, or if they deem it necessary, to conform the Agreement to the requirements of applicable laws or regulations or to eliminate or reduce any taxes which may be payable by CalTRUST or the Participants, or as otherwise provided herein, but the Trustees shall not be liable for failing to do so.

No amendment may be made which would change any rights with respect to any Share by reducing the amount payable thereon upon liquidation of CalTRUST or by diminishing or eliminating any approval rights pertaining thereto, except with the vote of a majority of the Trustees and the approval of the holders of two-thirds (2/3) of the Shares outstanding and the holders of two-thirds (2/3) of the Shares of any Series affected by such amendment. Nothing in the Agreement permits its amendment to impair the exemption from personal liability of the Members, Participants, Trustees, officers, employees and agents of CalTRUST or to permit assessments upon Participants.

## Section XII: Participant and Trustee Liability

### A. PARTICIPANT LIABILITY

CalTRUST is an entity separate from its Members and the Participants and the Agreement expressly provides that except in the case of fraud or willful misconduct, no Member or Participant shall be subject to any personal liability whatsoever to any person in connection with property or the acts, obligations or affairs of CalTRUST, and all such persons shall look solely to CalTRUST property for satisfaction of claims of any nature arising in connection with the affairs of CalTRUST.

### B. LIABILITY OF TRUSTEES AND OTHERS

The Agreement provides that no Trustee, officer or employee of CalTRUST will be liable for any action or failure to act, and that each will be indemnified by CalTRUST against all claims and liabilities as provided in the Agreement, except that no indemnification will be provided for such person's own bad faith, willful misfeasance, gross negligence or reckless disregard of duty.

The California Joint Exercise of Powers Act provides that all immunities from liability that apply to the activity of Trustees, Members, officers, employees or agents of the Members when performing their functions within the territorial limits of their respective Public Agencies will apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with CalTRUST.

CalTRUST shall purchase and maintain insurance on behalf of each Trustee, officer, employee or agent of CalTRUST against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, but only to the extent that CalTRUST would have the power to indemnify such person against that liability under the Agreement, unless CalTRUST determines that such insurance is not cost effective for CalTRUST or is otherwise impracticable.



**ATTACHMENT A**

See attached Program Registration Form and Participation Agreement.



**JOINT EXERCISE OF POWERS AGREEMENT**

**DATED AS OF FEBRUARY 24, 2005**

**(Amended April 16, 2008)**

**(Amended August 4, 2009)**

**(Amended April 25, 2012)**

**(Amended September 12, 2012)**

**(Amended September 13, 2017)**

**(Amended April 18, 2018)**

**CREATING THE  
INVESTMENT TRUST OF CALIFORNIA,  
doing business as CalTRUST**

**A JOINT POWERS AUTHORITY**

1100 K Street, Suite 101  
Sacramento, CA 95814  
Tel (833) CalTRUST (225-8787)

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## JOINT EXERCISE OF POWERS AGREEMENT

This **JOINT EXERCISE OF POWERS AGREEMENT**, dated as of February 24, 2005 (this “Agreement”), amending and restating that certain declaration of trust, dated as of January 9, 2003 and amended and restated as of June 3, 2003, is entered into by each Public Agency (as defined below) set forth on Schedule A hereto (the “Initial Members”). Capitalized terms used in this Agreement shall have the meanings given such terms in Section 1.3 of this Agreement, unless otherwise defined.

### WITNESSETH

**WHEREAS**, pursuant to the Act, two or more Public Agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS**, each Member is a “Public Agency” as that term is defined in Section 6509.7 of the Act, which, as of the date of this Agreement, is defined as “the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this [Article 1] by any of these agencies,” and includes “a nonprofit corporation whose membership is confined to public agencies or public officials;” and

**WHEREAS**, each Member is also either a political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state or any political subdivision of a state, as those terms are used in the Investment Company Act of 1940; and

**WHEREAS**, the Act authorizes the Members to create a joint exercise of powers entity separate from the Members to exercise the common powers of the Members, as specified in this Agreement, and to act as administrator of this Agreement; and

**WHEREAS**, by this Agreement, each Member desires to create and establish the Investment Trust of California, doing business as *CalTRUST*, for the purposes set forth herein to exercise the powers provided herein and to act as administrator of this Agreement; and

**WHEREAS**, the Act authorizes a joint powers authority, such as *CalTRUST*, to issue shares of beneficial interest to participating Public Agencies; and

**WHEREAS**, by this Agreement, *CalTRUST* will establish and administer an investment program for the benefit of its Participants, such program to be known as the Shares Program; and

**WHEREAS**, pursuant to the Law, Public Agencies may purchase shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 of the Act; and

**WHEREAS**, the Shares Program involves the investment by Public Agencies in shares of beneficial interest issued by *CalTRUST* in accounts containing authorized investments that are owned by *CalTRUST*.

**NOW, THEREFORE**, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**ARTICLE I.  
CREATION; PURPOSE, DEFINITIONS AND REPRESENTATIONS**

**Section 1.1 Creation of *CalTRUST*.** There is hereby created pursuant to the Act a public agency and entity to be known as the “Investment Trust of California,” doing business as “*CalTRUST*.” As provided in the Act, *CalTRUST* shall be a public agency and entity separate and apart from the Members. The debts, liabilities and obligations of *CalTRUST* shall not constitute debts, liabilities or obligations of the Members.

**Section 1.2 Purpose.** This Agreement is made pursuant to the Act to provide for the exercise by *CalTRUST* of those powers referred to in the recitals hereof and for *CalTRUST* to administer the exercise of those powers. The purpose of *CalTRUST* is to consolidate investment activities of the Participants and thereby reduce duplication, achieve economies of scale and carry out coherent and consolidated investment strategies through the Shares Program (as described in Articles VI and VII hereof). The Public Agencies that purchase Shares from *CalTRUST* through the Shares Program are collectively referred to herein as “Participants”, and individually, as a “Participant”.

**Section 1.3 Definitions.** As used in this Agreement, the following terms shall have the following respective meanings unless the context otherwise requires:

“Act” shall mean Title 1, Division 7, Chapter 5 of the California Government Code (commencing with § 6500), the Joint Exercise of Powers Act, as it may be amended from time to time.

“Affiliate” shall mean, as to any person, any other person who owns beneficially, directly or indirectly, at least 5% of the outstanding capital stock or equity interest of such person or of any other person who controls, is controlled by or is under common control with such person, or is an officer, retired officer, director, employee, partner or trustee of such person or of any other person who controls, is controlled by or is under common control with such person.

“Agreement” shall mean this Joint Exercise of Powers Agreement as it may from time to time be amended in accordance with the provisions hereof.

“Bad Faith” shall have the meaning set forth in Section 10.3 hereof.

“Board of Trustees” or “Board” shall mean the governing board of *CalTRUST*.

“*CalTRUST*” shall mean the Investment Trust of California, doing business as *CalTRUST*, created by this Agreement.

“Custodian” shall mean the entity engaged by *CalTRUST* to serve as the custodian for the Shares Program pursuant to the terms of the Custody Agreement.

“Custody Agreement” shall mean a custody agreement pursuant to which *CalTRUST* shall engage a custodian to provide certain services to *CalTRUST* for the Shares Program, including but not limited to maintaining a securities custody account for all cash, securities and other property that may be delivered to the Custodian from time to time upon the terms and conditions set forth therein.

“Disqualification” shall have the meaning set forth in Section 2.3(b) hereof.

“Information Statement” shall mean the information statement or other disclosure document relating to the Shares Program as such Information Statement may be revised from time to time.

“Initial Members” shall have the meaning set forth in the preamble hereto.

“Investment Manager” shall mean the entity engaged by *CalTRUST* to serve as the investment manager to the Shares Program pursuant to the terms of the Investment Management Agreement.

“Investment Management Agreement” shall mean an investment management agreement pursuant to which *CalTRUST* shall engage an Investment Manager to provide certain services to *CalTRUST* for the Shares Program.

“Investment Policy” shall mean the investment policies and objectives of *CalTRUST* relating to the Shares Program, as such Investment Policy may be revised from time to time in accordance herewith.

“Law” means Title 5, Division 2, Part 1, Chapter 4 of the California Government Code (commencing with § 53600), as it may be amended from time to time.

“Members” shall mean the Initial Members and each Public Agency that becomes a Member pursuant to the terms of Section 1.4 hereof.

“Member Trustee” shall have the meaning set forth in Section 2.2 hereof.

“Non-Interested Trustees” shall have the meaning set forth in Section 10.6 hereof.

“Participants” shall have the meaning set forth in Section 1.2 hereof.

“Public Agency” shall have the meaning given to such term from time to time in Section 6509.7 (or any successor or amended provision) of the Act. As of the date of this Agreement, “Public Agency” is defined in Section 6509.7 of the Act as “the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies,” and includes “a nonprofit corporation whose membership is confined to public agencies or public officials.”

“Ralph M. Brown Act” shall mean Title 5, Division 2, Part 1, Chapter 9 of the California Government Code, as it may be amended from time to time.

“Series” shall have the meaning set forth in Section 6.1 hereof.

“Shares” shall have the meaning set forth in Section 6.1 hereof.

“Shares Program” shall mean the investment program provided to Participants by *CalTRUST* whereby Public Agencies invest in Shares.



“Shares Register” shall have the meaning set forth in Section 6.4 hereof.

**Section 1.4 Addition of Public Agencies as Members; Withdrawal of Members.**

(a) **Addition of Members.** A Public Agency may become a Member by taking appropriate action to authorize and approve the execution and delivery by such Member of this Agreement, signing a counterpart of this Agreement and furnishing CalTRUST with satisfactory evidence that such actions have been taken.

(b) **Withdrawal.** A Member may withdraw from this Agreement upon written notice to the Secretary of the Board. The Secretary of the Board shall forward a copy of such written notice of withdrawal to the Investment Manager. Any such withdrawal shall be effective only upon receipt of the written notice of withdrawal by the Secretary of the Board who shall acknowledge receipt of such notice of withdrawal in writing to such withdrawing Member and shall file such notice as an amendment to this Agreement effective upon such filing.

(c) **List of Members.** Schedule B sets forth a list of all Members and shall be amended from time to time upon additional Public Agencies becoming Members and upon Public Agencies withdrawing as Members.

**Section 1.5 Representations, Warranties, Covenants and Agreements of the Members.** Each Member represents, warrants, covenants and agrees to and with CalTRUST and the other Members, but only as to itself, as follows:

(a) **Organization as Public Agency.** The Member is duly organized and validly existing as a Public Agency with the common powers referred to in the recitals hereof, and each of the recitals hereof is true as it relates to such Member. The Member has full legal right, power and authority to enter into this Agreement, to observe and perform its obligations hereunder and to become a Member hereunder. By all necessary official actions the Member has duly authorized and approved the execution hereof and the observance and performance of its obligations hereunder.

(b) **Binding and Enforceable.** This Agreement constitutes a legal, valid and binding obligation of the Member enforceable against the Member in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, and by the application of equitable remedies in appropriate cases.

**ARTICLE II.  
GOVERNING BOARD; MEETINGS OF THE BOARD**

**Section 2.1 Board of Trustees.** CalTRUST shall be governed by the Board of Trustees.

**Section 2.2 Number, Qualification, Election and Term of Trustees.** The number of Trustees shall be fixed from time to time by resolution of the Board; *provided, however*, that the number of Trustees shall not be fewer than three (3) and not greater than fifteen (15). At least seventy-five percent (75%) of the Trustees shall be members of the governing body, officers or personnel of the Members (each, a “Member Trustee”). The Trustees shall be nominated by the Board and approved by a majority of the Members.

### **Section 2.3 Resignation and Removal.**

(a) **Resignation.** Any Trustee may resign by an instrument in writing signed by such Trustee and delivered to the other Trustees, and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument.

(b) **Disqualification.** A Trustee will cease to be qualified as a Trustee in the event, and as of the date, such Trustee dies, is judged incompetent, or, in the case of a Member Trustee, is no longer a member of the governing body, officer or personnel of a Member, or becomes incapable of performing the duties of the office of Trustee, a guardian or conservator is appointed for such Trustee, or such Trustee is otherwise disqualified from acting as a Trustee by reason of applicable law (each, a “Disqualification”).

(c) **Removal by Trustees.** Any Trustee may be removed, with or without cause, by the action of two-thirds (2/3) of the remaining Trustees.

(d) **Removal by Court.** The Superior Court of the County of Sacramento, California, may at the suit of any Member or of any Participant holding at least 10% of the aggregate of the then outstanding Shares, remove from office any Trustee in case of fraudulent or dishonest acts or abuse of authority or discretion with reference to CalTRUST and may bar from reelection as a Trustee of CalTRUST any Trustee so removed for a period determined by the Court.

**Section 2.4 Vacancies.** The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the resignation, Disqualification or removal of a Trustee. No such vacancy shall operate to annul this Agreement. In the case of a vacancy, including a vacancy existing by reason of an increase in the number of Trustees by the Board, a majority of the remaining Trustees shall fill such vacancy by the appointment of such other person as they in their discretion shall see fit and as is qualified as provided herein. If there shall be no remaining Trustee, a majority of the Members may appoint a Trustee who is qualified as provided herein. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of resignation, provided that such appointment shall not become effective prior to such resignation. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this Section 2.4, the Trustees in office, regardless of their number, shall constitute the Board and shall have all the powers granted to the Board and shall discharge all the duties imposed upon the Board by this Agreement. No person appointed hereunder shall commence his or her term of office until such person has accepted such appointment in writing.

**Section 2.5 Quorum.** A majority of the Trustees shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

**Section 2.6 Manner of Acting.** Subject to the Ralph M. Brown Act and except as otherwise provided herein, any action required or permitted to be taken by the Board may be taken by a majority of the Trustees present at a meeting of Board (a quorum being present), or by a teleconference during which at least a quorum of the members of the Board participate from locations within California and which meets all other requirements of Section 54953 of the California Government Code.

### **Section 2.7 Meetings of the Board.**

(a) All meetings of the Board, including, without limitation, regular, adjourned regular, special and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act. In addition, the Secretary shall cause notice of each meeting of the Board to be sent to each Trustee, each Member and each Participant. The Board shall hold at least one regular meeting each year, and may provide for the holding of regular meetings at more frequent intervals. In addition, the Board or a committee of Trustees appointed in accordance with Section 2.8 shall hold regular meetings each month at which meetings the investment performance of the Shares Program and related items shall be presented. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by the Board. The Secretary of CalTRUST shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Trustee and to any Member or Participant (if such Member or Participant so requests CalTRUST in writing).

(b) If the Board receives, on behalf of one or more Members or Participants, a request to include an item of business on the agenda for a regular Board or committee meeting at least ninety six (96) hours prior to such meeting, such item of business shall be included on the agenda for that meeting. If the request to include an item of business on the agenda is received less than ninety six (96) hours prior to such meeting, such item of business shall not be included on the agenda for that meeting, but shall be included on the agenda for the following regular meeting of the Board, unless the Board otherwise determines to include such item of business on the agenda in accordance with the Ralph M. Brown Act. Any Board agenda that includes an item of business requested by any Member or Participant shall be distributed to all Members and Participants pursuant to Section 14.5 or as otherwise permitted by the Ralph M. Brown Act.

(c) If the Secretary of CalTRUST receives, on behalf of one or more Members or Participants, a request to call a special meeting of the Board or a particular committee to consider an urgent item of business raised by a Member or Participant, the Secretary shall promptly forward such request to each Trustee, and the Board may, in its sole discretion, determine whether or not to call a special meeting to consider such item of business. If the Board does determine to call a special meeting, the item of business raised by the Member or Participant shall be included on the agenda. The Board may, at its discretion, include any other items of business raised by a Member or Participant so long as such items are raised not less than twenty four (24) hours prior to the time set for the meeting and in sufficient time for the item to be included on the agenda distributed with notice of such special meeting. If the Board does not call a special meeting to consider the item of business raised by a Member or Participant, such item of business shall be included on the agenda of the next regular Board meeting if the Board received the request from the Secretary in accordance with Section 2.7(b). Any Board agenda that includes an item of business requested by any Member or Participant shall be distributed to all Members and Participants pursuant to Section 14.5 or as otherwise permitted by the Ralph M. Brown Act.

**Section 2.8 Committees.** The Board may create one or more committees and appoint members of the Board to serve on such committees. Each committee shall consist of two or more Trustees who serve at the pleasure of the Board. The creation of a committee and appointment of members to it shall be approved by a majority of all of the Trustees serving on the Board when the action is taken. The provisions of this Agreement which govern meetings, notice and waiver of notice, and quorum and voting requirements of the Board shall apply to committees of the Board as well.

**Section 2.9 Fees and Compensation.** Trustees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by the Board. This Section 2.9 shall not be construed to preclude any Trustee from serving *CalTRUST* in any other capacity as an officer, agent, employee, or otherwise and receiving compensation for those services.

### **ARTICLE III. OFFICERS**

**Section 3.1 Officers.** The officers of *CalTRUST* shall be the President, Secretary and Treasurer (as defined below) and such other officers as the Board may determine. Any number of offices may be held by the same person.

**Section 3.2 Definition of Officers.**

(a) **President.** The President shall preside at all meetings of the Board of Trustees and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Trustees or be prescribed by the Joint Powers Agreement.

The President shall also be the chief corporate officer of *CalTRUST* and shall subject to the control of the Board of Trustees, have general supervision, direction and control of the business and officers of *CalTRUST*. He shall be ex-officio member of all standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board of Trustees or by this Joint Powers Agreement.

(b) **Secretary.** The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Trustees may order, of all meetings of the Trustees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Trustees, shall keep *CalTRUST* records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Trustees or this Joint Powers Amendment.

(c) **Treasurer.** The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor and controller of *CalTRUST* (the "Treasurer") pursuant to Section 6505.6 of the Act. Except for moneys held by any custodian or depository in connection with the Shares Program and except as may otherwise be specified by resolution of the Board, the Treasurer of *CalTRUST* shall be responsible for safekeeping and disbursement of *CalTRUST* assets, and, as such, shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Act.

**Section 3.3 Election of Officers.** The officers of *CalTRUST* shall be elected by the Board to serve at the pleasure of the Board until such officer is re-elected or a successor to such office is elected by the Board. The officers shall have such authority and perform such duties as the Board may from time to time determine, subject to the rights, if any, of an officer under any contract of employment.

**Section 3.4 Removal of Officers.** Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board.

**Section 3.5 Resignation of Officers.** Any officer may resign at any time by giving written notice to the Board. Any resignation shall take effect as of the date of the receipt of that notice or at any later time specified in that notice, and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of *CalTRUST* under any contract to which the officer is a party.

**Section 3.6 Vacancies in Offices.** A vacancy in any office because of death, resignation, removal or any other cause shall be filled in the manner prescribed herein for regular appointment to that office. The President may make temporary appointments to a vacant office pending action by the Board.

**Section 3.7 Fees and Compensation.** Officers may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by the Board.

#### **ARTICLE IV. POWERS**

**Section 4.1 General Powers.** *CalTRUST* shall have the power, in its own name, to exercise the common powers of the Members referred to in the recitals hereof and to exercise all additional powers given to a joint powers entity under the Act and any other applicable law for any purpose authorized under this Agreement. Pursuant to Section 6508 of the Act, *CalTRUST* shall have the power, in its own name, to do any or all of the following: to make and enter into contracts, or to employ agents and employees, to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations and sue and be sued in its own name. Pursuant to Section 6509.7 of the Act, *CalTRUST* shall have the power, in its own name, to issue shares of beneficial interest in the securities and obligations authorized by the Law. *CalTRUST* is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes. Such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon a county in the exercise of similar powers, as provided in Section 6509 of the Act.

**Section 4.2 Specific Powers.** Consistent with, derived from and subject to the general powers of *CalTRUST* granted in Section 4.1, *CalTRUST* shall have the following specific powers:

(a) **Investments.** *CalTRUST* shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge for settlement purposes only, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments of every nature and kind, provided such investment is (in the sole and absolute discretion of *CalTRUST*) consistent with the applicable law and the Investment Policy, and to exercise any and all rights, powers and privileges of ownership or interest in respect of any and all such investments of every kind and description, including without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more persons, firms, associations or corporations to exercise any of such rights, powers and privileges in respect of any of such investments.

Subject to Section 9.8, the Investment Policy may be revised from time to time by resolution of the Board, provided that the Investment Policy shall at no time permit investments not authorized for legal investment under the Law. Promptly upon the Board's approval of any amendment to the Investment Policy, the Board shall cause the amended Investment Policy to be delivered to each Participant.

(b) **Issuance and Redemption of Shares.** *CalTRUST* shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares, or any Series of Shares by means of the Shares Program, and subject to the provisions hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares, or any Series of Shares, any funds or property of *CalTRUST* with respect to such Shares, or Series of Shares, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by applicable law.

(c) **Legal Title.** Legal title to all *CalTRUST* property shall be vested in *CalTRUST*, except that *CalTRUST* shall have power to cause legal title to any *CalTRUST* property to be held in the name of any other person as nominee, on such terms as *CalTRUST* may determine, *provided, however*, that the interest of *CalTRUST* therein is appropriately protected.

(d) **Delegation.** *CalTRUST* shall have power to delegate from time to time to officers, employees or agents of *CalTRUST* the doing of such things and the execution of such instruments in the name of *CalTRUST* or otherwise as *CalTRUST* may deem expedient, to the same extent as such delegation is permitted by applicable law.

(e) **Collection and Payment.** *CalTRUST* shall have power to collect all property due to *CalTRUST*; to pay all claims, including taxes, against *CalTRUST* property; to prosecute, defend, compromise or abandon any claims relating to *CalTRUST* property; to foreclose any security interest securing any obligation by virtue of which any property is owed to *CalTRUST*; and to enter into releases, agreements and other instruments.

(f) **Expenses and Limits Thereon.** *CalTRUST* shall have the power to incur and pay any reasonable expenses that in the opinion of *CalTRUST* are necessary or incidental to carry out any of the purposes of this Agreement.

(g) **Litigation.** *CalTRUST* shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to *CalTRUST* or *CalTRUST* property, and, out of *CalTRUST* property, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of *CalTRUST*, in the exercise of its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Member or Participant, whether or not *CalTRUST* or any of the Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of *CalTRUST*.

(h) **Miscellaneous Powers.** *CalTRUST* shall have the power to: (i) employ or contract with such persons as *CalTRUST* may deem desirable for the transaction of the affairs of *CalTRUST*, including such agents or employees as *CalTRUST* considers appropriate; (ii) to the extent permitted by applicable law, enter into joint ventures, partnerships and any other

combinations or associations; (iii) purchase, and pay for out of *CalTRUST* property, insurance policies insuring the Trustees, officers, employees, agents, Members, investment advisers, distributors, or independent contractors of *CalTRUST* against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not *CalTRUST* would have the power to indemnify such person against such liability; (iv) to the extent permitted by applicable law, indemnify any person with whom *CalTRUST* has dealings to such extent as *CalTRUST* shall determine, including, without limitation, any administrator of *CalTRUST*; (v) determine and change the fiscal year of *CalTRUST* and the method by which its accounts shall be kept; and (vi) adopt a seal for *CalTRUST*, but the absence of such seal shall not impair the validity of any instrument executed on behalf of *CalTRUST*.

(i) **Other Powers.** In addition to the specific powers set forth above, *CalTRUST* shall also have all other powers consistent with the Act and reasonably necessary from time to time to carry out the purposes of *CalTRUST* as set forth in Section 1.2 hereof.

**Section 4.3 Approval Powers of Members.** The following matters alone shall require the approval of all or a certain percentage of the Members as provided herein: (a) termination of *CalTRUST* as provided in Section 11.2, (b) merger, consolidation or sale of assets of *CalTRUST* as provided in Section 11.4, and (c) such additional matters relating to *CalTRUST* as may be required by this Agreement or as *CalTRUST* may consider necessary or desirable. In addition, if a certain percentage approval is not specified herein, approval of at least a majority of the Members shall be required.

## **ARTICLE V. ADMINISTRATIVE, INVESTMENT MANAGEMENT AND OTHER SERVICES FOR CALTRUST**

### **Section 5.1 Administrative, Investment Manager and Approval of Agreements.**

(a) **Supervision of *CalTRUST*.** The Board is responsible for the general policies of *CalTRUST* and for such general supervision of the business of *CalTRUST* conducted by all officers, agents, employees, advisers, managers or independent contractors of *CalTRUST* as may be necessary to insure that such business conforms to the provisions of this Agreement. However, the Board shall not be required personally to conduct all the business of *CalTRUST*, and consistent with the Board's ultimate responsibility as stated above, *CalTRUST* shall have the power to appoint, employ or contract with any person (including one or more of the Trustees or any corporation, partnership or trust in which one or more of them may be directors, officers, stockholders, partners or trustees) as *CalTRUST* may deem necessary or proper for the transaction of the business of *CalTRUST*. *CalTRUST* may in its discretion, from time to time, enter into an administrative, Investment Management, or other management contract on behalf of *CalTRUST* whereby the other party to such contract shall undertake to furnish *CalTRUST* such management, Investment Management or supervisory, administrative, accounting, legal, statistical, research, and promotional facilities and services, and such other facilities and services, if any, as the *CalTRUST* may in its discretion determine.

(b) **Investment Manager Qualifications.** Any investment manager retained by *CalTRUST* shall meet all of the criteria set forth in Section 6509.7 of the Act, as such provision may be amended from time to time, which, as of the date hereof, requires that:

(i) the investment manager shall be registered or exempt from registration with the Securities and Exchange Commission;

(ii) the investment manager shall not have less than five (5) years of experience investing in the securities and obligations authorized by the Law; and

(iii) the investment manager shall have assets under management in excess of five hundred million dollars (\$500,000,000).

## **Section 5.2 Investment Manager for the Shares Program.**

(a) **Authority.** *CalTRUST* may exercise broad discretion in allowing the Investment Manager to administer and regulate the operations of the Shares Program, to act as agent for *CalTRUST*, to execute documents on behalf of *CalTRUST*, and to make decisions which conform to general policies and general principles established by *CalTRUST*. In furtherance of the Shares Program, *CalTRUST* may authorize the Investment Manager to effect purchases, sales, loans or exchanges of securities of *CalTRUST* on behalf of *CalTRUST* or may authorize any officer, employee or Trustee to effect such purchases, sales, loans or exchanges pursuant to recommendations of the Investment Manager, all without further action by *CalTRUST*. Any such purchases, sales, pledges and exchanges shall be deemed to have been authorized by *CalTRUST*.

(b) **Best Efforts.** With respect to *CalTRUST*'s activities under the Shares Program, the Investment Manager shall be required to use its best efforts to present a continuing and suitable investment program to *CalTRUST* which is consistent with the applicable law and the Investment Policy, but neither the Investment Manager nor any Affiliate of the Investment Manager shall be obligated to present any particular investment opportunity to *CalTRUST* even if such opportunity is of a character which, if presented to *CalTRUST*, could be taken by *CalTRUST*.

(c) **Termination of Services.** *CalTRUST* shall have the right to terminate the Investment Management Agreement (i) at any time and without penalty, upon at least ninety (90) days' prior written notice to the Investment Manager, or (ii) immediately upon written notice to the Investment Manager, for cause in the event of breach of the Investment Management Agreement, negligence or willful misconduct by the Investment Manager, which breach is not cured within ten (10) days after written notice of such breach has been provided. *CalTRUST* may, at any time, solicit bids to enter into a new agreement with a different independent contractor to carry out the duties set forth in the Investment Management Agreement.

**Section 5.3 Compensation of Investment Manager for Shares Program and Others.** *CalTRUST* shall have the power to determine the compensation and other terms of employment or contract of the Investment Manager or any other person employed or contracted by *CalTRUST*; *provided, however*, that any determination to employ or contract with any Trustee or any person of which a Trustee is an Affiliate, shall be valid only if made, approved or ratified by a majority of the Trustees who are not Affiliates of such person.

**Section 5.4 Other Activities of Investment Manager for Shares Program.** The Investment Manager shall not be required to administer the investment activities of the Shares Program as its sole and exclusive function and may have other business interests and may engage in other



activities similar or in addition to those relating to the Shares Program, including the rendering of services and advice to other persons and the management of other investments (including investments of the Investment Manager and its Affiliates); provided that such other business interests do not conflict with the best interests of *CalTRUST*.

### **Section 5.5 Custodian for the Shares Program.**

(a) *CalTRUST* shall have the power to determine the compensation and other terms of employment or contract of the Custodian; *provided, however*, that any determination to employ or contract with any Trustee or any person of which a Trustee is an Affiliate, shall be valid only if made, approved or ratified by a majority of the Trustees who are not Affiliates of such person. The scope and terms of the Custodian's engagement by *CalTRUST* will be defined and circumscribed in the Custody Agreement. *CalTRUST* shall have the right to terminate the Custody Agreement (i) at any time and without penalty, upon at least thirty (30) days' prior written notice to the Custodian, or (ii) immediately upon written notice to the Custodian, for cause in the event of breach of the Custody Agreement, negligence or willful misconduct by the Custodian. *CalTRUST* may, at any time, solicit bids to enter into a new agreement with a different independent contractor to carry out the duties set forth in the Custody Agreement.

(b) **Custodian Qualifications.** Any custodian retained by *CalTRUST* shall meet the following criteria:

(i) the custodian shall be a bank or trust company, in good standing, duly authorized to exercise trust powers and subject to supervision or examination by a federal or state banking authority; and

(ii) the custodian shall have combined capital and surplus in excess of fifty million dollars (\$50,000,000).

Notwithstanding the foregoing, a custodian that does not meet the requirement of clause (ii) above may be retained as the custodian for *CalTRUST* if its obligations under the Custody Agreement are guaranteed by an Affiliate which meets all of the qualifications set forth above, and such guaranty is acceptable in form and substance to *CalTRUST*.

**Section 5.6 Other Services to *CalTRUST*.** *CalTRUST* may from time to time enter into contracts or agreements with independent contractors in the discretion of *CalTRUST* to carry out the following functions: (i) transfer agent, record keeper and dividend disbursing agent; (ii) administrator, to maintain the books and records of the Shares Program and to supervise all aspects of *CalTRUST*'s operations, including periodically updating the Information Statement for the Shares Program, to prepare *CalTRUST*'s tax returns and periodic reports to Members or Participants, including preparation of monthly, quarterly and annual reports of financial performance to be made available to Members or Participants, to compute the daily net asset value and yield for the Shares Program, to provide office space, equipment and facilities necessary for *CalTRUST*'s operations and to provide such other administrative services as *CalTRUST* may require; (iii) distributor, to act as *CalTRUST*'s sales agent for the distribution of the Shares; (iv) customer service agent, to provide information to Public Agencies which are Members or Participants or are interested in becoming Members or Participants; (v) custodian bank, to hold all money and securities constituting *CalTRUST* property; (vi) independent certified public accountants, to perform an annual audit and provide such other services as

*CalTRUST* may require; and (vii) legal counsel. The foregoing specific list shall not prevent *CalTRUST* from employing other persons to provide such advice, assistance or services as *CalTRUST* may from time to time require to carry out the purposes of *CalTRUST* as set forth in Section 1.2 hereof.

**Section 5.7 Authorization to Execute.** By executing this Agreement, each Member hereby authorizes *CalTRUST* to execute a Custody Agreement with a Custodian meeting the requirements hereof and an Investment Management Agreement with an Investment Manager meeting the requirements hereof. *CalTRUST* is duly authorized to enter into a Custody Agreement and an Investment Management Agreement.

## ARTICLE VI. SHARES PROGRAM

**Section 6.1 Shares of Beneficial Interest.** The interests of the Participants in the Shares Program established hereunder shall be divided into transferable units to be called Shares of beneficial interest, \$0.01 par value (the “Shares”). The number of Shares authorized hereunder is unlimited. Subject to Section 6.2, the Board may establish and designate from time to time any number of series of Shares (each, a “Series”), the proceeds of which may be invested in separate, independently managed accounts. Each Share of any Series shall represent an equal proportionate share in *CalTRUST* assets with respect to such Series with each other Share in such Series. The Board may divide or combine the Shares of any Series into a greater or lesser number of Shares of such Series without thereby changing the proportionate interests in *CalTRUST* assets with respect to such Series.

(a) **Initial Series of Shares.** There is hereby established and designated three (3) initial Series of Shares to be known as: (i) the “CalTRUST Short-Term Fund” Series, (ii) the “CalTRUST Medium-Term Fund” Series, and (iii) the “CalTRUST Long-Term Fund” Series. All Shares issued hereunder, including without limitation, Shares issued in connection with a dividend in Shares or a division of Shares, shall be fully paid and nonassessable.

(b) **Money Market Fund Series and Government Fund of Shares.** In addition, there is hereby established and designated the “Money Market Fund” and “Government Fund” Series’. All shares issued hereunder, including without limitation, Shares issued in connection with a dividend in Shares or a division of Shares, shall be fully paid and nonassessable.

**Section 6.2 Series of Shares.** The following provisions shall be applicable to each Series of Shares established and designated by the Board:

(a) **Number and Classification.** The number of shares of each Series that may be issued shall be unlimited. The Board may classify or reclassify any unissued shares of any Series or any Shares previously issued and reacquired into one or more Series that may be established and designated from time to time. Shares reacquired by *CalTRUST* shall be canceled and restored to the status of authorized and unissued Shares undesignated as to Series.

(b) **Series Assets.** All consideration received by *CalTRUST* for the issue or sale of Shares of a particular Series, together with all assets in which such consideration is invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and any funds or payments derived from

reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Series for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of *CalTRUST*. In the event that there are any assets, income, earnings, profits, or proceeds thereof, or funds or payments which are not readily identifiable as belonging to any particular Series, the Board shall allocate them among any one or more of the Series established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Board shall be conclusive and binding upon the Participants of the Shares Program in all Series for all purposes.

(c) **Series Liabilities.** The assets belonging to each particular Series shall be charged with the liabilities of *CalTRUST* in respect of that Series, as with all expenses, costs, charges and reserves attributable to that Series, and any general liabilities, expenses, costs, charges or reserves of *CalTRUST* which are not readily identifiable as belonging to any particular Series shall be allocated and charged by the Board to and among any one or more of the Series established and designated from time to time in such manner and on such basis as the Board in its sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Board shall be conclusive and binding upon the Participants of the Shares Program in all Series for all purposes.

(d) **Dividends and Distributions.** All dividends and distributions on Shares of a particular Series shall be distributed pro rata to the Participants in that Series in proportion to the number of Shares of that Series held by such Participants at the date and time of record established pursuant hereto for the payment of such dividends or distributions.

(e) **Liquidation.** In the event of the liquidation of a particular Series, the Participants in that Series which is being liquidated shall be entitled to receive, when and as declared by the Board, the excess of the assets belonging to that Series over the liabilities belonging to that Series. The Participants of the Shares Program in any Series shall not be entitled thereby to any distribution upon liquidation of any other Series. The assets so distributable to the Participants in any Series shall be distributed among such Participants in proportion to the number of Shares of that Series held by them and recorded on the books of *CalTRUST*. The liquidation of any particular Series in which there are Shares then outstanding may be authorized by an instrument in writing approved by the Board, without the approval of the outstanding voting Shares of that Series.

(f) **Conversion and Exchange.** The Board shall have the authority to provide that the Participants in any Series shall have the right to convert or exchange the Shares of such Series for or into Shares of one or more other Series in accordance with such requirements and procedures as may be established by the Board.

(g) **Designations.** The Board shall have the power to determine the designations, preferences, privileges, limitations and rights, including approval and dividend rights, of each Series of Shares. Subject to the provisions of this Section 6.2, all Shares of all Series shall have identical rights and privileges, except insofar as variations thereof among Series shall have been determined and fixed by the Board.

(h) **Additional Series.** The establishment and designation of any Series of Shares in addition to the three (3) initial Series established and designated in Section 6.1 shall be effective upon the execution by the Board of an instrument setting forth such establishment and

designation and the relative rights, preferences, approval powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of such Series or as otherwise provided in such instrument. At any time that there are no Shares outstanding of any particular Series previously established and designated, the Board may by written instrument approved by the Board abolish that Series and the establishment and designation thereof. Each instrument referred to in this Section 6.2(h) shall constitute an amendment to this Agreement.

**Section 6.3 Rights of Participants.** The ownership of *CalTRUST* property of every description and the right to conduct the affairs of *CalTRUST* herein before described are vested exclusively in *CalTRUST*, and the Participants shall have no interest therein other than the beneficial interest conferred by their Shares, and they shall have no right to call for any partition, division, dividend or distribution of any property, profits, rights or interests of *CalTRUST* nor can they be called upon to assume any losses of *CalTRUST* or suffer an assessment of any kind by virtue of their ownership of Shares. The Shares shall be personal property giving only the rights specifically set forth in this Agreement. The Shares shall not entitle the holder to preference, preemptive, appraisal, conversion or exchange rights, except as the Board may determine.

**Section 6.4 Register of Shares.** A register for the Shares Program (the “Shares Register”) shall be kept at the principal executive office of *CalTRUST* or at such place as the Board shall designate containing the names and addresses of all Participants of the Shares Program and the number and Series of Shares held by them respectively and a record of all transfers thereof. Such register shall be conclusive as to which Participants are the holders of the Shares and which Participants shall be entitled to receive distributions or otherwise to exercise or enjoy the rights of Participants of the Shares Program. No Participant shall be entitled to receive payment of any distribution, nor to have rights given to it as herein provided, until its correct name and address has been given to the transfer agent, record keeper or such other officer or agent of *CalTRUST* as shall keep the Shares Register. The Board, in its discretion, may but need not authorize the issuance of Share certificates and promulgate appropriate rules and regulations as to their use.

**Section 6.5 Transfer of Shares.** Shares shall be transferable on the Shares Register only by the record holder thereof or by its agent thereunto duly authorized in writing, upon delivery to the transfer agent or record keeper of a duly executed instrument of transfer, together with such evidence of the genuineness of each such execution and authorization and of other matters as may reasonably be required. Upon such delivery, the transfer shall be recorded on the Shares Register. Until such record is made, the Participant of record shall be deemed to be the holder of such Shares for all purposes hereunder and neither *CalTRUST* nor any transfer agent or record keeper nor any trustee, officer, employee or agent of *CalTRUST* shall be affected by any notice of the proposed transfer. No Shares may be transferred to a transferee other than a Participant or *CalTRUST* itself. Any attempted transfer to any other person shall be void and of no effect.

## ARTICLE VII. REDEMPTIONS OF SHARES WITHIN SHARES PROGRAM

**Section 7.1 Redemptions.** In case any Participant of the Shares Program at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Board may from time to time authorize, at the office of the transfer agent or record keeper or at the office of any bank or trust company, either in or outside of California which is a member of the Federal Reserve System and which the transfer agent or record keeper has designated in

writing for that purpose, to have the Shares redeemed by *CalTRUST* at the net asset value thereof per Share next determined after such deposit as provided in Article VIII. Payment for redemption shall be made to the Participant within the number of business days specified in the Information Statement for the Shares Program, as most recently amended or supplemented, unless the date of payment is postponed pursuant to Section 7.2, in which event payment may be delayed beyond such period.

**Section 7.2 Suspension of Right of Redemption.** The Board may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or any part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, (iii) during which the Bond Market Association has declared the market closed when the New York Stock Exchange is open, or (iv) during which an emergency exists as a result of which disposal by *CalTRUST* of securities owned by it is not reasonably practicable or it is not reasonably practicable for the value of *CalTRUST*'s net assets to be determined. Such suspension shall take effect at such time as the Board shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment on redemption until the Board shall declare the suspension at an end, except that the suspension shall terminate in any event on the first day on which the New York Stock Exchange shall have reopened or the period specified in (ii) or (iv) shall have expired (as to which the determination of the Board shall be conclusive). In the case of a suspension of the right of redemption, a Participant may either withdraw its request for redemption or receive payment based on the net asset value existing after the termination of the suspension. Notwithstanding the provisions of Section 14.5, notice of the suspension of the right of redemption shall be deemed duly given upon the posting of such notice in a prominent location on the homepage of the *CalTRUST* website.

**Section 7.3 Redemptions to Reimburse *CalTRUST* for Loss on Nonpayment for Shares or for Other Charges.** *CalTRUST* shall have the power to redeem Shares owned by any Participant (i) to the extent necessary to reimburse *CalTRUST* for any loss it has sustained by reason of the failure of such Participant to make full payment for Shares purchased by such Participant, (ii) to the extent necessary to collect any charge relating to a transaction effected for the benefit of such Participant which is applicable to Shares as provided in the Information Statement for the Shares Program, as most recently amended or supplemented, or (iii) as otherwise deemed necessary by the Board for *CalTRUST* to comply with applicable law in connection with the affairs of *CalTRUST*. Any such redemption shall be effected at the redemption price determined in accordance with Section 7.1. *CalTRUST* shall notify the Participant whose Shares are being redeemed, in writing, prior to redeeming any Share pursuant to this Section.

**Section 7.4 Redemptions in Kind.** Payment for Shares redeemed pursuant to Section 7.1 may, at the option of the Board, in its complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Board, or its delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

**Section 7.5 Reporting.** In accordance with the terms of the Investment Management Agreement, the Investment Manager shall provide, or cause the Custodian and/or any agent of

the Investment Manager or the Custodian to provide, information to each Participant, at least monthly, describing such Participant's investments through the Shares Program, including but not limited to the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held by the Participant, and shall additionally include a description of any of the Participant's funds, investments, or programs that are under the management of any subcontractor to the Investment Manager (but only if such subcontracting is permitted by this Agreement and the Investment Policy or consented to by the Members) or are part of any securities lending program, as well as a current market value of such Participant's Shares as of the date of the report and shall include the source of this same valuation.

**Section 7.6 Minimum Investment.** The Board shall have the power to fix the minimum investment for Participants of the Shares Program expressed in dollars or Shares, or both. Whenever a Participant's investment is less than the minimum established by the Board, CalTRUST may redeem the Shares of such Participant, *provided, however*, that thirty (30) days prior notice is given to such Participant. If the Board changes the minimum investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

#### ARTICLE VIII.

#### DETERMINATION OF NET ASSET VALUE, NET INCOME, DISTRIBUTIONS AND ALLOCATIONS

**Section 8.1 Shares Program.** The Information Statement for the Shares Program, as most recently amended or supplemented, sets forth such bases and times for determining the per Share net asset value of the Shares, the net income, and the declaration and payment of distributions, as the Board, in its absolute discretion, may prescribe and deem necessary or desirable.

#### ARTICLE IX.

#### MEETINGS OF PARTICIPANTS; APPROVAL POWER OF PARTICIPANTS

**Section 9.1 Voting.** The Participants entitled to vote or take action at any meeting or without a meeting of Participants shall be determined in accordance with this Article IX. The Participants' vote may be by voice vote or by ballot. Shares of each Series shall be voted and shall be counted based on the relative net asset value of each Share, and all Shares of all Series shall be voted together as one class, except for matters that relate exclusively to a particular Series for which only holders of Shares of that Series shall vote. Any Participant may vote part of the Shares in favor of the proposal and refrain from voting the remaining Shares or, vote them against the proposal, but if the Participant fails to specify the number of Shares which the Participant is voting affirmatively, it will be conclusively presumed that the Participant's approving vote is with respect to the total Shares that the Participant is entitled to vote on such proposal.

**Section 9.2 Action Without Meeting.** Any action which may be taken at any meeting of Participants may be taken without a meeting and without prior notice if a consent in writing setting forth the action so taken is signed as provided in this Section 9.2. Any action taken at any meeting or by signed consent, may be taken upon the vote or written consent of the holders of outstanding Shares having not less than the minimum number of votes necessary to authorize or take that action at a meeting at which all Shares entitled to vote on that action were present and

voted. All such written consents shall be filed with the Secretary or such other designated officer of CalTRUST and shall be maintained in CalTRUST's records. A Participant's written consent may be revoked by a writing received by the Secretary or such other designated officer of CalTRUST before written consents of the value of Shares necessary to authorize the proposed action have been filed with the Secretary or such other designated officer of CalTRUST.

**Section 9.3 Notice of Action.** The Secretary or such other designated officer of CalTRUST shall give prompt notice to all Participants of any action approved: (a) by the Participants without a meeting, (b) that amends or terminates the Custody Agreement or Investment Management Agreement, (c) that amends the Investment Policy or this Agreement or (d) pursuant to Section 9.8 hereof. This notice shall be given in the manner specified in Section 14.5.

**Section 9.4 Meetings.** To the extent required by law, meetings of Participants shall be governed by and held in accordance with the provisions of the Ralph M. Brown Act.

**Section 9.5 Proxies.** Every person entitled to vote on any matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary or such other designated officer of CalTRUST. A proxy shall be deemed signed if the Participant's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the Participant or the Participant's attorney-in-fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it before the vote pursuant to that proxy by a writing delivered to CalTRUST stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by the person executing that proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by CalTRUST before the vote pursuant to that proxy is counted; *provided, however,* that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy.

**Section 9.6 Inspectors.**

(a) **Appointment.** Before any meeting of Participants, the Board may appoint any persons, other than Trustees whose appointment is to be approved at such meeting, to act as inspectors at the meeting or its adjournment. If no inspectors are so appointed, the chair of the meeting may, and on the request of any Participant or a Participant's proxy shall, appoint inspectors at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more Participants or proxies, the holders of at least a majority of the outstanding Shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chair of the meeting may, and on the request of any Participant or a Participant's proxy shall, appoint a person to fill the vacancy.

(b) **Duties.** These inspectors shall:

(i) Determine the number of Shares outstanding and the voting power of each, the Shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies;

- (ii) Receive votes, ballots or consents;
- (iii) Hear and determine all challenges and questions in any way arising in connection with the right to vote;
- (iv) Count and tabulate all votes or consents;
- (v) Determine when the polls shall close;
- (vi) Determine the result; and
- (vii) Do any other acts that may be proper to conduct the election or vote with fairness to all Participants.

**Section 9.7 Record Date for Participant Notice, Voting and Giving Consents.**

(a) **Fixed Record Date.** For purposes of determining the Participants entitled to notice of any meeting or to vote or entitled to give consent to action without a meeting, the Board may fix in advance a record date which shall not be more than fifteen (15) days nor fewer than seven (7) days before the date of any such meeting.

(b) **Deemed Record Date.** If the Board does not so fix a record date:

(i) **For Meetings.** The record date for determining Participants entitled to notice of or to vote at a meeting of Participants shall be at the close of business on the business day next preceding the day on which notice is given or if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(ii) **For Written Consent.** The record date for determining Participants entitled to give consent to action in writing without a meeting, when no prior action by the Board has been taken, shall be the day on which the first written consent is requested, or, when prior action of the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action.

**Section 9.8 Approval Powers of Participants.** Any amendment to the Investment Policy shall require: (a) the approval of Participants or their proxies holding at least a majority of the outstanding Shares or (b) the negative consent of the Participants. To obtain the negative consent of the Participants, the following negative consent procedure shall be followed: (x) the Secretary shall provide each Participant with a notice in accordance with Section 14.5 at least sixty (60) days prior to the date of such proposed action explaining the nature of such proposed action and this negative consent procedure; (y) the Secretary shall provide each Participant who did not respond to the initial notice with a notice at least thirty (30) days prior to the date of such proposed action explaining the nature of such proposed action and this negative consent procedure; (z) if Participants owning at least fifty percent (50%) of the Shares do not object to the proposed action in writing within sixty (60) days after the initial notice, the proposed action shall become effective with respect to all Participants; *provided, however*, any Participant that objects in writing to the action within sixty (60) days after receiving the initial notice shall be permitted to redeem its Shares as set forth herein.



## **Section 9.9 Meeting Agendas.**

(a) **Regular Board Meetings.** If a Participant desires an item of business to be included on the agenda for the next scheduled regular Board meeting, the Participant may request that such item of business be included on the agenda in accordance with the provisions of Section 2.7(b) hereof.

(b) **Participant Meetings.** A Participant may notify the Secretary if such Participant desires an item of business to be included on the agenda for the next scheduled regular Participant meeting. For such item of business to be included on the agenda, the Secretary must receive the request at least ninety six (96) hours prior to such regular meeting. If the request to include an item of business on the agenda is not received at least ninety six (96) hours prior to such meeting, such item of business shall not be included on the agenda for that meeting, but shall be included on the agenda for the following regular meeting of the Participants, unless the Board otherwise determines to include such item of business on the agenda in accordance with the Ralph M. Brown Act.

(c) **Special Board or Participant Meetings.** Any Participant may notify the Administrator if such Participant desires the Board to call a special meeting of the Board or of Participants to consider an urgent item of business raised by a Participant, provided that the Board is not required to call a special meeting to consider such item of business. Any such request shall be made in accordance with the provisions of Section 2.7(c) hereof.

## **ARTICLE X.**

### **LIMITATIONS OF LIABILITY OF MEMBERS, PARTICIPANTS, TRUSTEES AND OTHERS**

**Section 10.1 No Personal Liability of Members, Participants, Trustees and Others.** Except in the case of fraud or willful misconduct, no Member, Participant and, subject to Section 10.3, no Trustee, officer, employee or agent of CalTRUST, acting in its capacity as a Member, Participant, Trustee, officer, employee or agent of CalTRUST, as applicable, shall be subject to any personal liability whatsoever to any person in connection with property or the acts, obligations or affairs of CalTRUST, and all such persons shall look solely to CalTRUST property for satisfaction of claims of any nature arising in connection with the affairs of CalTRUST. Except in the case of fraud or willful misconduct, no Member, Participant, Trustee, officer, employee, or agent, as such, of CalTRUST who is made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The debts, liabilities and obligations of CalTRUST shall not be the debts, liabilities and obligations of any Member, Participant, Trustee, officer, employee or agent of CalTRUST, unless otherwise provided in this Agreement; *provided, however*, that in such case, such debts, liabilities and obligations shall be limited to the value of CalTRUST's assets. Nothing contained in this Section 10.1 shall release the Investment Manager, the Custodian or any of their respective officers, employees or agents from personal liability in connection with their engagement by or services to CalTRUST.

**Section 10.2 Indemnification of Participants in Shares Program.** CalTRUST shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been a Participant in the Shares Program and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability; *provided, however*, that: (a) such

Participant was acting in accordance with all legal and policy requirements and investment objectives applicable to such Participant, including any limitations that the Participant has adopted or is subject to which are more restrictive than state law, (b) such indemnity or reimbursement shall be made from assets (or proceeds thereof or income therefrom) of the one or more Series of Shares of *CalTRUST* in respect of which such claim or liability arose and not from the assets (or proceeds or income therefrom) of any other Series of Shares of *CalTRUST*, and (c) no indemnification shall be made for any Participant's negligence or willful misconduct. The rights accruing to a Participant under this Section 10.2 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of *CalTRUST* to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

**Section 10.3 Bad Faith of Trustees and Others.** No Trustee, officer or employee of *CalTRUST* shall be liable to *CalTRUST*, or to any Member, Participant, Trustee, officer, employee or agent thereof for any action or failure to act, except for his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of duty (collectively, "Bad Faith").

**Section 10.4 Indemnification of Trustees and Others from Third-Party Actions.** *CalTRUST* shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of *CalTRUST*) by reason of the fact that such person is or was a Trustee, officer or employee of *CalTRUST*, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if it is determined that such person acted in good faith and reasonably believed: (i) in the case of conduct in his or her official capacity as a Trustee of *CalTRUST*, that his or her conduct was in *CalTRUST*'s best interests, (ii) in all other cases, that his or her conduct was at least not opposed to *CalTRUST*'s best interests, and (iii) in the case of a criminal proceeding, that he or she had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in the best interests of *CalTRUST* or that such person had reasonable cause to believe such person's conduct was unlawful.

**Section 10.5 Indemnification of Trustees and Others for Successful Defense.** To the extent that a Trustee, officer or employee of *CalTRUST* has been successful on the merits in defense of any proceeding referred to in Section 10.4 or in defense of any claim, issue or matter therein, before the court or other body before which the proceeding was brought, such person shall be indemnified against expenses actually and reasonably incurred in connection therewith.

**Section 10.6 Advance of Expenses.** Expenses incurred in defending any proceeding may be advanced by *CalTRUST* before the final disposition of the proceeding upon a written undertaking by or on behalf of the Trustee, officer or employee of *CalTRUST*, to repay the amount of the advance if it is ultimately determined that he or she is not entitled to indemnification, together with at least one of the following as a condition to the advance: (i) security for the undertaking; or (ii) the existence of insurance protecting *CalTRUST* against losses arising by reason of any lawful advances; or (iii) a determination by a majority of the Trustees who are not parties to the proceeding ("Non-Interested Trustees"), or by independent legal counsel in a written opinion, based on a review of readily available facts, that there is reason to believe that such person ultimately will be found entitled to indemnification.

**Section 10.7 Exclusions and Limitations of Indemnification of Trustees and Others.** Notwithstanding the foregoing, no indemnification or advance shall be made under Sections 10.4 to 10.6:

(a) **Bad Faith.** For any liability arising by reason of Bad Faith of a Trustee, officer or employee of *CalTRUST*.

(b) **Improper Personal Benefit.** In respect of any claim, issue, or matter as to which a Trustee, officer or employee of *CalTRUST* shall have been adjudged to be liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in such person's official capacity.

(c) **Otherwise Prohibited.** In any circumstances where it appears that it would be inconsistent with any condition expressly imposed by a court, any provision of this Agreement, or any agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification or advance.

(d) **Limited to *CalTRUST*'s Assets.** In any amount, individually or in the aggregate, that exceeds the value of *CalTRUST*'s assets. If there are concurrent indemnifications of multiple Participants under this Article IX, such indemnifications shall be made on a pro rata basis up to the value of *CalTRUST*'s assets.

**Section 10.8 Obligations under Law.** Notwithstanding anything herein or in the Investment Management Agreement to the contrary, nothing herein or therein is intended to relieve any Member or Participant of any obligation it has under State or Federal law to monitor, review, evaluate or provide oversight with respect to the Shares Program, the Investment Manager, or its participation in *CalTRUST*.

**Section 10.9 Required Approval.** No indemnification or advance shall be made under Sections 10.4 to 10.6 unless and until it is determined, by a majority of the Non-Interested Trustees, or by independent legal counsel in a written opinion, based on a review of readily available facts, that indemnification of a Trustee, officer, employee or agent of *CalTRUST* is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 10.4 to 10.6, as applicable, and such indemnification is not excluded by reason of Section 10.7.

**Section 10.10 Insurance.** *CalTRUST* shall purchase and maintain insurance on behalf of each Trustee, officer, employee or agent of *CalTRUST* against any liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, but only to the extent that *CalTRUST* would have the power to indemnify such person against that liability hereunder, unless *CalTRUST* determines that such insurance is not cost effective for *CalTRUST* or is otherwise impracticable.

**Section 10.11 Fiduciaries of Employee Benefit Plan.** This Article X does not provide indemnification or release from liability with respect to any proceeding against any trustee, Investment Manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be a Trustee, officer, employee or agent of *CalTRUST*. Nothing contained in this Article X shall limit any right to indemnification to which such a

trustee, Investment Manager, or other fiduciary may be entitled by contract or otherwise which shall be enforceable to the extent permitted by applicable law other than this Article X.

**Section 10.12 No Duty of Investigation and Notice in CalTRUST Instruments.** No purchaser, lender, transfer agent, record keeper or other person dealing with any Trustee, officer, employee or agent of CalTRUST shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by such Trustee, officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of such Trustee, officer, employee or agent. Every obligation, contract, instrument, certificate, Share or other security of CalTRUST and undertaking, and every other document executed in connection with CalTRUST, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as Trustees under this Agreement or in their capacity as officers, employees or agents of CalTRUST. Every written obligation, contract, instrument, certificate, Share or other security of CalTRUST or undertaking made or issued by any Trustee shall recite that it is executed by such Trustee not individually, but in the capacity as Trustee under this Agreement, and that the obligations of any such instruments are not binding upon any of the Trustees, Members or Participants individually, but bind only CalTRUST property, but the omission of such recital shall not operate to bind the Trustees, Members or Participants individually.

**Section 10.13 Reliance on Experts.** Each Trustee, officer, employee and agent of CalTRUST shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of CalTRUST, upon an opinion of counsel, or upon reports made to CalTRUST by any of its officers or employees or by the investment adviser, administrator, transfer agent, record keeper, custodian, distributor accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers, employees or agents of CalTRUST.

**Section 10.14 Immunity from Liability.** All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Members when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with CalTRUST.

**Section 10.15 Further Restriction of Duties and Liabilities.** Without limiting the foregoing provisions of this Article X, the Trustees, officers, employees and Members of CalTRUST shall in no event have any greater duties or liabilities than those imposed by applicable law as shall be in effect from time to time.

## ARTICLE XI. DURATION, TERMINATION AND AMENDMENT

**Section 11.1 Duration.** CalTRUST shall continue without limitation of time but subject to the provisions of this Article XI.

**Section 11.2 Termination of CalTRUST.**

(a) **By Vote.** *CalTRUST* may be terminated by the vote of the majority of the Trustees, subject to approval of not less than two-thirds (2/3) of the Members.

(b) **Winding Up Activities.** Upon the termination of *CalTRUST*:

(i) *CalTRUST* shall carry on no activities except for the purpose of winding up its affairs;

(ii) The Board shall proceed to wind up the affairs of *CalTRUST* and all of the powers of *CalTRUST* and the Board under this Agreement shall continue until the affairs of *CalTRUST* shall have been wound up, including the power to fulfill or discharge the contracts of *CalTRUST*, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of *CalTRUST* property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business; *provided, however*, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all *CalTRUST* property shall require approval in accordance with Section 11.4; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Board may distribute the remaining *CalTRUST* property, in cash or in kind or partly in cash and partly in kind, among the Participants according to their respective beneficial interests.

(c) **Effect of Termination.** After termination of *CalTRUST* and distribution to the Participants as herein provided, the Board shall approve the execution of and lodge among the records of *CalTRUST* an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Participants shall thereupon cease.

### **Section 11.3 Amendment Procedure.**

(a) **By the Board; By Participants.** This Agreement may be amended by the Board, except to the extent an amendment would adversely affect (i) the Shares Program in which case the amendment shall be subject to approval by a majority of the Shares or (ii) one or more Series of Shares, in which case the amendment shall be subject to approval by a majority of the Shares of any Series affected by such amendment. Among other things, the Board may also amend this Agreement without such Participant approval to change the name of *CalTRUST* or any Series, to establish and designate additional Series, to supply any omission herein or to correct or supplement any ambiguous defective or inconsistent provision hereof, or if they deem it necessary, to conform this Agreement to the requirements of applicable laws or regulations or to eliminate or reduce any taxes which may be payable by *CalTRUST*, the Members or the Participants, or as otherwise provided herein, but the Trustees shall not be liable for failing to do so.

(b) **By the Board and Super Majority of Shares.** No amendment may be made under this Section 11.3 which would change any rights with respect to any Share by reducing the amount payable thereon upon liquidation of *CalTRUST* or by diminishing or eliminating any

approval rights pertaining thereto, except with the vote of a majority of the Trustees and the approval of the holders of two-thirds (2/3) of the Shares outstanding and the holders of two-thirds (2/3) of the Shares of any Series affected by such amendment. Nothing in this Agreement shall permit its amendment to impair the exemption from personal liability of the Members, Participants, Trustees, officers, employees and agents of *CalTRUST* or to permit assessments upon Participants.

(c) **Certificate of Amendment.** A certificate signed by the Secretary of *CalTRUST* setting forth an amendment and reciting that it was duly approved by the Board and/or the Participants shall be conclusive evidence of such amendment when lodged among the records of *CalTRUST*.

**Section 11.4 Merger, Consolidation and Sale of Assets.** To the extent permitted by law, *CalTRUST* may merge into or consolidate a Series of Shares with any other corporation, association, trust or other organization or may sell, lease or exchange all or substantially all of the Series' property, including its goodwill, upon such terms and conditions and for such consideration when and as authorized by the Board and approved by a majority of the Shares of any Series affected.

## **ARTICLE XII. RECORDS AND REPORTS**

**Section 12.1 Maintenance and Inspection of Records.** The accounting books and records with respect to the Shares Program and the minutes of proceedings of the Board and the Participants shall be kept at such place or places designated by the Board or in the absence of such designation, at the principal executive office of *CalTRUST*. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any Member or Participant at any reasonable time during usual business hours for a purpose reasonably related to the Member or Participant's interests as a Member or Participant, as applicable. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

**Section 12.2 Inspection by Trustees.** Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of *CalTRUST*. This inspection by a Trustee may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

**Section 12.3 Financial Statements and Audits.** A copy of any financial statements and any income statement of *CalTRUST* for each quarterly period of each fiscal year and accompanying balance sheet of *CalTRUST* as of the end of each such period that has been prepared by *CalTRUST* shall be kept on file in the principal executive office of *CalTRUST* for at least twelve (12) months and each such statement shall be exhibited at all reasonable times to any Member or Participant demanding an examination of any such statement or a copy shall be mailed to any such Member or Participant. The quarterly income statements and balance sheets referred to in this Section shall be accompanied by the report, if any, of any independent accountants engaged by *CalTRUST* or the certificate of an authorized officer of *CalTRUST* that the financial statements were prepared without audit from the books and records of *CalTRUST*.

An annual audit of the accounts and records of *Cal*TRUST shall be made, and the report thereon filed and kept, in accordance with the provisions of Section 6505 of the Act.

### **ARTICLE XIII. GENERAL MATTERS**

**Section 13.1 Checks, Drafts, Evidence of Indebtedness.** All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to *Cal*TRUST shall be signed or endorsed in such manner and by such person or persons as shall be designated from time to time by resolution of the Board.

**Section 13.2 Execution of Instruments.** The Board, except as otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of *Cal*TRUST and this authority may be general or confined to specific instances; and unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind *Cal*TRUST by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

**Section 13.3 Fiscal Year.** The fiscal year of *Cal*TRUST shall be fixed and refixed or changed from time to time by resolution of the Board. The fiscal year of *Cal*TRUST shall initially end on June 30 of each year.

**Section 13.4 Principal Office.** The Board shall fix and, from time to time, may change the location of the principal executive office of *Cal*TRUST at any place within the State of California.

**Section 13.5 Accountability.** Pursuant to Section 6505 of the Act, *Cal*TRUST shall establish and maintain such funds and accounts as may be required by good accounting practice, and there shall be strict accountability of all funds and reports of all receipts and disbursements.

### **ARTICLE XIV. MISCELLANEOUS**

**Section 14.1 Governing Law.** This Agreement is executed and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to and construed according to the laws of the State of California.

**Section 14.2 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall be constituted one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

**Section 14.3 Certificates.** Any certificate executed by an individual who, according to the records of *Cal*TRUST, appears to be a Trustee hereunder, or Secretary or assistant secretary or such other designated officer of *Cal*TRUST, certifying to: (i) the number or identity of Trustees, Members or Participants, (ii) the due authorization of the execution of any instrument or writing, (iii) the form of any vote passed at a meeting of the Board, (iv) the number of Trustees present or voting at any meeting, (v) the identity of any officers appointed by the Board, or (vi) the

existence of any fact or facts which in any manner relate to the affairs of *CalTRUST*, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees and their successors.

**Section 14.4 Provisions in Conflict with Law or Regulations.** The provisions of this Agreement are severable, and if the Board shall determine, with the advice of counsel, that any of such provisions is in conflict with applicable laws and regulations, including, without limitation, the Act, the Law or the Ralph M. Brown Act, the conflicting provisions shall be deemed superseded by such laws or regulations to the extent necessary to eliminate such conflict; *provided, however*, that such determination shall not affect or render invalid any of the remaining provisions of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall pertain only to such provision in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

**Section 14.5 Notices.** Any and all notices and communications to which a Member or Participant may be entitled shall be deemed duly given or made if delivered by e-mail or facsimile or other electronic means providing a record of delivery, or, if so requested by such Member or Participant, in person or mailed, postage prepaid, addressed to the Member or Participant of record at its address as recorded in the account records for *CalTRUST* or the Shares Program. In addition to any other notice or communication to which a Member or Participant may be entitled, each Member and Participant shall be entitled to notice of any amendment to this Agreement, the Investment Policy or of any matter which is approved by the Participants (whether by negative consent or otherwise).

**Section 14.6 Index and Headings for Reference Only.** The index and headings preceding the text, articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

**Section 14.7 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Members and their successors and assigns. Participants shall be third-party beneficiaries of this Agreement.

\* \* \*



**IN WITNESS WHEREOF**, the undersigned, a majority of Trustees, have executed this Agreement as of the date first herein above set forth.

COUNTY OF SONOMA

By: /s/ Thomas G. Ford  
Title: Treasurer/Tax Collector

COUNTY OF SOLANO

By: /s/ Charles Lomeli  
Title: Treasurer/Tax Collector/County Clerk

WESTLANDS WATER DISTRICT

By: /s/ Dave Ciapponi  
Title: Assistant General Manager

[SIGNATURE PAGE TO JOINT EXERCISE OF POWERS AGREEMENT]

**SCHEDULE A  
INITIAL MEMBERS**

Solano County

Sonoma County

Westlands Water District

**SCHEDULE B  
LIST OF MEMBERS**

ABAG FINANCE AUTHORITY FOR NONPROFIT CORPORATIONS  
ALPHA FUND  
ASSOCIATION OF CALIFORNIA WATER AGENCIES  
BAY AREA SCHOOLS INSURANCE COOPERATIVE  
BAY AREA TOLL AUTHORITY  
BEAUMONT-CHERRY VALLEY WATER DISTRICT  
CALIFORNIA ASSOCIATION OF COUNTY TREASURERS & TAX COLLECTORS  
CALIFORNIA COUNTIES FOUNDATION  
CALIFORNIA COVERAGE AND HEALTH INITIATIVES  
CALIFORNIA SPECIAL DISTRICTS ASSOC  
CASTRO VALLEY SANITARY DISTRICT  
CASTROVILLE COMMUNITY SERVICES DISTRICT  
CAYUCOS SANITARY DISTRICT  
CENTRAL CALIFORNIA IRRIGATION DIST  
CHINO BASIN WATER CONSERVATION DISTRICT  
CHINO VALLEY INDEPENDENT FIRE DISTRICT  
CITY OF ALBANY  
CITY OF ARVIN  
CITY OF BELLFLOWER  
CITY OF BEVERLY HILLS  
CITY OF CHINO  
CITY OF CONCORD  
CITY OF DELANO  
CITY OF EL CENTRO  
CITY OF ELK GROVE  
CITY OF GARDENA  
CITY OF HERCULES  
CITY OF JACKSON  
CITY OF LAFAYETTE  
CITY OF LAGUNA HILLS  
CITY OF LARKSPUR  
CITY OF LODI  
CITY OF MARTINEZ  
CITY OF NATIONAL CITY  
CITY OF NORWALK  
CITY OF OAKLEY  
CITY OF OJAI  
CITY OF PALM SPRINGS  
CITY OF PASO ROBLES HOUSING AUTHORITY  
CITY OF PINOLE

CITY OF POWAY  
CITY OF RIALTO/LEWIS  
CITY OF RICHMOND  
CITY OF RIVERSIDE  
CITY OF SACRAMENTO  
CITY OF SAN BERNARDINO  
CITY OF SAN DIMAS  
CITY OF STOCKTON  
CITY OF VILLA PARK  
CITY OF WASCO  
COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT  
CONSOLIDATED CENTRAL VALLEY TABLE GRAPE PEST & DISEASE CONTROL DIST.  
CONTRA COSTA COUNTY  
COOPERATIVE PERSONNEL SERVICES DBA CPS HUMAN RESOURCE SERVICES  
COUNTY OF ALAMEDA  
COUNTY OF BUTTE  
COUNTY OF MONTEREY  
COUNTY OF SAN LUIS OBISPO  
COUNTY OF VENTURA  
COUNTY SUPERVISORS ASSOCIATION OF CA DBA CA STATE ASSOCIATION OF COUNTIES (CSA)  
CRESTLINE SANITATION DISTRICT  
CSAC FINANCE CORPORATION  
CSDA FINANCE CORPORATION  
CUTLER PUBLIC UTILITY DISTRICT  
DEL NORTE COUNTY  
DUDLEY RIDGE WATER DISTRICT  
EASTERN MUNICIPAL WATER DISTRICT  
EL DORADO LOCAL AGENCY FORMATION COMMISSION  
FALLBROOK HEALTHCARE DISTRICT  
FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT  
FRESNO KINGS MADERA REGIONAL HEALTH AUTHORITY DBA CALVIVA HEALTH  
GOLD COAST HEALTH PLAN  
GOLDEN STATE FINANCE AUTHORITY HOMEBUYERS FUND  
GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT  
HELENDALE COMMUNITY SERVICES DISTRICT  
HERLONG PUBLIC UTILITY DISTRICT  
HOUSING AUTHORITY OF THE CITY OF SANTA BARBARA  
INLAND EMPIRE RESOURCE CONSERVATION DISTRICT  
INLAND EMPIRE UTILITIES AGENCY  
INSTITUTE FOR LOCAL GOVERNMENT  
IRONHOUSE SANITARY DISTRICT

JAMES IRRIGATION DISTRICT  
KAWEAH DELTA HEALTH CARE DISTRICT  
KERN DELTA WATER DISTRICT  
KINGS RIVER CONSERVATION DISTRICT  
KINNELOA IRRIGATION DISTRICT  
LAKE HEMET MUNICIPAL WATER DISTRICT  
LEAGUE OF CALIFORNIA CITIES  
MAMMOTH COMMUNITY WATER DISTRICT  
MAXWELL IRRIGATION DISTRICT  
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT  
MIDWAY CITY SANITARY DISTRICT  
MISSION SPRINGS WATER DISTRICT  
MODOC COUNTY  
MONTECITO WATER DISTRICT  
MONTEREY PENINSULA REGIONAL PARK DISTRICT  
NATIONAL ASSOCIATION OF COUNTIES  
NATIONAL HOMEBUYERS FUND, INC  
NORTH OF THE RIVER MUNICIPAL WATER DISTRICT  
OILDALE MUTUAL WATER COMPANY  
ORANGE COUNTY CEMETERY DISTRICT  
ORCHARD DALE WATER DISTRICT  
PALM RANCH IRRIGATION DISTRICT  
PHELAN PINON HILLS COMMUNITY SERVICES DISTRICT  
RANCHO SANTA FE FIRE PROTECTION DISTRICT  
RCDSMM - CONSERVATION EASEMENT LEGAL FUND  
REGIONAL GOVERNMENT SERVICES AUTHORITY  
RESOURCE CONSERVATION DISTRICT OF THE SANTA MONICA MOUNTAINS  
RIVERSIDE COUNTY  
ROSAMOND COMMUNITY SERVICES DISTRICT  
RTA  
RURAL COUNTY REPRESENTATIVES OF CALIFORNIA  
SACRAMENTO HOUSING & REDEVELOPMENT AGENCY  
SACRAMENTO REGIONAL TRANSIT DISTRICT  
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
SAN DIEGO UNIFIED PORT DISTRICT  
SAN GORGONIO PASS WATER AGENCY  
SAN LUIS & DELTA – MENDOTA WATER AUTHORITY  
SANTA ANA WATERSHED PROJECT AUTH  
SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY

SANTA CRUZ-MONTEREY-MERCED MANAGED MEDICAL CARE COMMISSION DBA  
CENTRAL CALIFORNIA ALLIANCE FOR HEALTH  
SANTA LUCIA COMMUNITY SERVICES DISTRICT  
SOLANO COUNTY  
SONOMA COUNTY  
SOUTH FEATHER WATER & POWER AGENCY  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
SPECIAL DISTRICTS LEADERSHIP FOUNDATION  
STATE ASSOCIATION OF COUNTY RETIREMENT SYSTEMS (SACRS)  
SUCCESSOR AGENCY TO CHINO REDEVELOPMENT AGENCY  
TOWN OF ROSS  
TRANSPORTATION AUTHORITY OF MARIN  
TULARE IRRIGATION DISTRICT  
TULARE LOCAL HEALTHCARE DISTRICT  
TWENTYNINE PALMS WATER DISTRICT  
VALLEY SANITARY DISTRICT  
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
WATER FACILITIES AUTHORITY  
WELLS FARGO BANK, NA AS ESCROW AGENT FOR CALEASE PUBLIC FUNDING AND  
COUNTY OF SANTA BARBARA ESCROW  
WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT  
WEST VALLEY WATER DISTRICT  
WESTLANDS WATER DISTRICT  
YORBA LINDA WATER DISTRICT



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**Prime Fund Information Statement**

**June 17, 2022**

## Introduction

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The purpose of this Information Statement for the California CLASS Prime Fund (Prime Fund) is to provide information to Participants (as defined herein) in connection with the purchase of Shares (as defined herein) in the Prime Fund. This Information Statement for the Prime Fund describes certain provisions of the JPA Agreement (as defined herein) for the California CLASS and the Investment Policy for the Prime Fund. Participants interested in the purchase of Shares in the Prime Fund should review the full terms of the JPA Agreement (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)) and the Investment Policy for the Prime Fund described herein (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)), each of which are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the JPA Agreement.

The contents of this Information Statement should not be considered to be legal, tax or investment advice, and Participants should consult with their own counsel and advisers as to all matters concerning investment in the Prime Fund.

## California CLASS Prime Fund Summary

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The California Cooperative Liquid Assets Securities System, doing business as the California CLASS, is a California joint powers authority created pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (commencing with Section 6500), known as the Joint Exercise of Powers Act (Act) and the JPA Agreement referenced below.

The Act provides that two or more public agencies (as defined herein, Public Agencies) that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power and create a joint powers authority separate from such Public Agencies to exercise such common power and to act as administrator of the agreement. Under this authority, California CLASS was created pursuant to a Joint Exercise of Powers Agreement (JPA Agreement) dated as of June 6, 2022, between the Founding Participants (as defined in the JPA Agreement).

The Act authorizes a joint powers authority, such as California CLASS, to issue shares of beneficial interest in authorized investments to participating Public Agencies (collectively referred to herein, as Participants and individually, as a Participant). See "Eligible Shareholders." The JPA Agreement sets forth the terms of the investment program known as California CLASS Investment Program, including the establishment of Funds in which Participants purchase shares of beneficial interest issued by California CLASS in authorized investments that are owned by California CLASS. The Prime Fund is one of the initial Funds established by the California CLASS.

The purpose of the California CLASS is to consolidate investment activities of the Participants and thereby reduce duplication, take advantage of economies of scale and perform governmental functions more efficiently through the California CLASS Investment Program.



As a joint powers authority, California CLASS provides a professionally managed pooled investment program for Participants. See "Investment Advisor & Administrator." Pursuant to the JPA Agreement, California CLASS is governed by a Board of Trustees and is sponsored by the California Special Districts Association (CSDA) and the League of California Cities (Cal Cities and together with CSDA, the Sponsors). See "Board of Trustees."

The Shares in the California CLASS Prime Fund have not been, and are not required to be, registered under any federal or state securities law. The California CLASS has not been, and is not required to be, registered under the Investment Company Act of 1940, as amended. Accordingly, the California CLASS and its Prime Fund are not subject to the provisions of that Act, including the protective rules relating to registered money market funds and other types of mutual funds.

## Prime Fund Investment Objectives

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California CLASS provides a professionally managed pooled investment program for Participants. The general objective of the Prime Fund is to generate additional investment income for the Participants while maintaining safety and liquidity. The Prime Fund is managed by the California CLASS to comply with the requirements of California law, specifically California Government Code Section 53601.

The Prime Fund is managed by the California CLASS to offer a safe, convenient, and daily liquid investment option for Participants. As described below, the investment objectives of the Prime Fund are to preserve principal, provide daily liquidity, earn a competitive rate of return, and maintain a stable Net Asset Value (NAV) of \$1.00. The Prime Fund accrues net income daily and pays net income on a pro rata basis monthly.

The California CLASS has established that the Prime Fund will have a maximum dollar-weighted average maturity (WAM) of 60 days and a maximum weighted average life (WAL) of 120 days. The Investment Policy created by the California CLASS for the Prime Fund establishes the objectives, policies and restrictions that are designed to facilitate the achievement of these objectives.

The Investment Advisor for the Prime Fund will seek to maintain a 'AAAm' rating from S&P Global Ratings on the Prime Fund. According to S&P Global Ratings, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P Global Ratings.

The investment objectives of the Prime Fund in order of priority are:

**Safety:** The Prime Fund is managed to emphasize the preservation of principal while maintaining a stable NAV of \$1.00.

**Liquidity:** The Prime Fund is managed to provide daily liquidity to its Participants. See above for description of the maximum WAM and WAL for investments in the Prime Fund.

**Competitive Returns:** The Prime Fund is managed to generate competitive returns while providing daily liquidity and stability of principal.

No assurances can be given that the investment objectives of the Prime Fund will be achieved.

## Transparency

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The California CLASS seeks to provide transparency to Participants in the Prime Fund by allowing Participants to readily obtain portfolio and account information. The California CLASS will offer dedicated Participant support with an easy-to-use technology platform. Historical and current performance data, Net Asset Value, WAM, and WAL are published and available to Participants on the California CLASS website. Portfolio holdings are published quarterly and are available to Participants through the California CLASS Client Services team on an as-needed basis. Participant breakdowns and expense ratios are also published and available to Participants on the California CLASS website on a quarterly basis.

## Eligible Shareholders

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Any Public Agency that has the authority to invest funds in its treasury in statutorily permitted investments, including but not limited to Section 53601 of the California Government Code, and meets the requirements described in the next paragraph is eligible to become a Participant of the California CLASS Investment Program and is eligible to purchase shares in the Prime Fund.

Each Participant must be a "Public Agency", as that term is defined in Section 6509.7 of the Act, which, as of the date of this Information Statement, is defined as "the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of the State of California or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies," and includes "a nonprofit corporation whose membership is confined to public agencies or public officials." Each Participant must also be a political subdivision of a state, or an agency, authority, or instrumentality of the United States, a state of any political subdivision of a state.

## Prime Fund Eligible Investments

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Funds in the Prime Fund are required to be invested by the Investment Advisor in investments permitted by California law, specifically California Government Code Section 53601, and will be made in accordance with the Investment Policy established by the California CLASS for the Prime Fund. As required by California law, funds in the Prime Fund will be invested by the Investment Advisor in accordance with the prudent investor standard of the California Government Code.

While the Investment Policy established by the California CLASS for the Prime Fund covers the eligible investments and their maximum maturity, maximum portfolio allocation, maximum per issuer allocation and minimum credit quality in greater detail, the following types of investments are eligible for inclusion in the Prime Fund:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Registered warrants or treasury notes of the state of California
- Bonds, notes, warrants, or other obligations of a local agency in the state of California
- Registered treasury notes or bonds of any of the other 49 states
- Bankers' acceptances
- Prime commercial paper and asset-backed commercial paper
- Negotiable certificates of deposit
- Corporate notes
- Asset-backed securities
- U.S. dollar denominated senior unsecured obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation or Inter-American Development Bank
- Money market mutual funds

The Investment Policy for the Prime Fund also contains certain investment restrictions on investments in the Prime Fund.

As set forth in Section 53601 of the California Government Code, the legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the money that it deems wise or expedient in the investments described in Section 53601. However, the California Government Code limits the amount of surplus money of a local agency that may be invested in such investments. Each Participant is responsible for monitoring the aggregate amount of its investments in any of these types of investments to ensure its own compliance with the California Government Code. None of the California CLASS, the Administrator, the Investment Advisor, the Custodian or any other agents of the California CLASS shall be responsible for such monitoring or compliance.

Each Participant, by its investment in the Prime Fund, is certifying that it is legally authorized to make such investment. Participants should consult with their legal counsel and/or advisors regarding the legality of investment funds in the Prime Fund.

## Shares; Interests of Participants

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The JPA Agreement provides that the beneficial interests of the Participants in the assets of the Prime Fund and the earnings thereon are divided into "Shares." "Shares" means the unit used to denominate

and measure the respective pro rata beneficial interests of the Participants in a Fund within the California CLASS Investment Program, including the Prime Fund. As required by Section 6509.7 of the Act, each Share shall represent an equal proportionate interest in the Investment Property within a Fund, including the Prime Fund. The JPA Agreement provides that the number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants in a Fund, including the Prime Fund, is unlimited. All Shares in a Fund, including the Prime Fund, shall be of one class representing equal distribution, liquidation, and other rights. The beneficial interests measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the California CLASS Investment Program or the Investment Property held in the applicable Fund, including the Prime Fund. Title to the Investment Property held in the applicable Fund, including the Prime Fund, of every description is vested in the California CLASS. The Participants shall have no interest in the Investment Property held in the applicable Fund, including the Prime Fund, other than the beneficial interests conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the California CLASS.

In its discretion, the California CLASS may from time to time allocate Shares in addition to the then allocated Shares to such Participant for such amount and such type of consideration (including without limitation income from the investment of Investment Property held in the applicable Fund, including the Prime Fund) at such time(s) (including without limitation each Business Day in accordance with the maintenance of a constant net asset value per Shares as set forth in the JPA Agreement for constant net asset value Funds, such as the Prime Fund), and on such terms as the California CLASS may deem best. In connection with any allocation of Shares, the California CLASS may allocate fractional Shares. From time to time, the California CLASS may adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Investment Property held in the applicable Fund, including the Prime Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share for constant net asset value Funds, such as the Prime Fund. Shares shall be allocated and redeemed as one hundredths (1/100ths) of a Share or any multiple thereof.

## Investment Risks

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Participants should specifically consider the following risks before deciding to purchase Shares of the Prime Fund. The following summary does not purport to be comprehensive or definitive of all risk factors.

### Interest Rate Risks

The prices of the fixed-income securities in the Prime Fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain

unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

## Credit Risks

Credit risk is the possibility that an issuer of a fixed-income security held in the Prime Fund will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in the Prime Fund will lose money. The Investment Advisor will seek to manage this risk by purchasing high-quality securities as determined by one or more Nationally Recognized Statistical Ratings Organizations and/or the Investment Advisor's credit research team. The Investment Policy for the Prime Fund contains a description of the minimum credit quality for each category of eligible investment in the Prime Fund.

## Stable Net Asset Value Risks

Although the Prime Fund is managed to maintain a stable NAV of \$1.00 per Share, there is no guarantee that it will be able to do so.

## Investment Not Insured or Guaranteed

An investment in the Prime Fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

## Board of Trustees

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Pursuant to the JPA Agreement, the management of California CLASS is governed by a Board of Trustees (Board). The Board supervises the California CLASS and its affairs and acts as the liaison between the Participants, the Custodian, the Administrator, the Investment Advisor and all service providers.

CSDA and Cal Cities are sponsors of the California CLASS. The governing bodies of CSDA and Cal Cities each appoint two (2) Trustees who are either elected, appointed, or staff from a California CLASS Participant which is also a CSDA or Cal Cities member; or, staff from CSDA and Cal Cities. One seat on the Board shall be a Participant that is appointed by a majority vote of the Board.

Initially, the number of Trustees shall be five (5) voting Trustees. The Board may expand the membership of the Board and set initial terms for each additional Trustee. The Board approved the Investment Policy for the Prime Fund and may approve amendments to such Investment Policy from time to time. Upon the Board's approval of any amendment to the Investment Policy for the Prime Fund, the amended Investment Policy will be posted to the website of California CLASS.

See [www.californiaclass.com](http://www.californiaclass.com) for a description of the current Trustees and officers of the California CLASS.

## Investment Advisor & Administrator

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Pursuant to an agreement with the California CLASS, Public Trust Advisors, LLC (Public Trust) serves as the Investment Advisor and Administrator for California CLASS Investment Program.

As Investment Advisor, Public Trust provides investment services to the California CLASS, including the Prime Fund. Public Trust is an investment advisory firm headquartered in Denver, Colorado with offices in Los Angeles, California. Public Trust is registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

As Administrator, Public Trust services all Participant accounts in the California CLASS Investment Program, including all Participant accounts in the Prime Fund, determines and allocates income of the California CLASS Investment Program, provides certain written confirmation of the investment and withdrawal of funds by Participants, provides administrative personnel and facilities to the California CLASS, determines the NAV of the Prime Fund on a daily basis, and performs all related administrative services for California CLASS. At least quarterly, the Administrator provides the Board with a detailed evaluation of the performance of the California CLASS Investment Program, including the Prime Fund, based upon a number of factors. This evaluation includes a comparative analysis of the investment results of the California CLASS Investment Program, including the Prime Fund, in relation to industry standards such as the performance of comparable money market mutual funds and various indexes of money market securities.

## Custodian

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Pursuant to an agreement with the California CLASS, U.S. Bank, N.A. serves as Custodian for California CLASS Investment Program.

As Custodian, U.S. Bank, N.A. acts as directed custodian for the California CLASS Investment Program, including the Prime Fund, and serves, in accordance with California law, as the depository in connection with the direct investment and withdrawal mechanisms of California CLASS Investment Program. U.S. Bank, N.A. does not participate in the investment decision making process of the California CLASS Investment Program.

The Custodian shall hold the Investment Property (excluding cash, which is not held by the Custodian), in its capacity as Custodian on behalf of California CLASS. Such Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian.

Within fifteen (15) days after the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the California CLASS.

## Independent Auditors

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An independent certified public accounting firm, CliftonLarsonAllen, LLP, has been engaged to audit the annual financial statements of the California CLASS. The audit will contain statements of assets and liabilities, of operations, and of changes in net assets. The opinion of the independent certified public accountant on such financial statements is based on an examination of the books and records of California CLASS made in accordance with generally accepted accounting principles (GAAP). The fiscal year of the California CLASS ends each March 31.

## How to Become a Participant

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See “Eligible Shareholder” to determine if you are eligible to be a Participant in the California CLASS Investment Program. Any prospective Participants seeking to purchase Shares in the Prime Fund should review the JPA Agreement, this Information Statement for the Prime Fund, and the Investment Policy for the Prime Fund and then simply complete the California CLASS Registration Packet found in the document center of the California CLASS website(located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)). Please email all completed forms to [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

There is no limit on the number of subaccounts that can be opened by a Participant. The Administrator will notify the prospective Participant of its approval of the Registration Forms and the account number(s) assigned. The Administrator reserves the right to reject any Registration in its discretion. Investment in the Prime Fund may be effectuated through the California CLASS Participant Portal. Secure online access will be available to Participants with respect to their accounts. Information with respect to the Prime Fund, including daily yield, up-to-date account information, and a transaction history will be available online. Confirmations of each contribution (purchase of Shares) and withdrawal (redemption of Shares) of funds will be available online to a Participant within one business day of the transaction.

## Purchase of Shares; Investments

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Payments by the Participant to the California CLASS, and the crediting of Shares resulting therefrom, are referred to herein as “contributions” for convenience. Participants may purchase Shares in the Prime Fund by Automated Clearing House (ACH) transfer or wire transfer from the Participant to the Custodian, as described in the Investment Procedures set forth below. The California CLASS does not charge a fee for receipt of wire contributions. However, a Participant’s bank may charge a fee for wiring funds.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

## Investment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested in the Prime Fund and indicating which Account of the Prime Fund the investment is to be made. The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. The Administrator shall receive the notice described in (1) from the Participant.
3. Investments received by the Custodian by 11:00 a.m. PT will be used to purchase Shares in the Prime Fund.
4. If Investment Funds for which notification of investment has been given are not received by the end of the business day on which such notification is given, the Administrator shall deduct the value of such Investment Funds (including any earning income) from the Participant's balance if previously credited.
5. The Participant is prohibited from requesting payments from amounts credited to its balance in the Prime Fund until such Investment Funds are received by the Custodian from the Participant.

These Investment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

## Redemptions of Shares; Withdrawals; Transfers

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Payments by the California CLASS to Participants, and the reduction of Shares resulting therefrom, are referred to herein as "redemptions" for convenience. Redemptions of Shares from the Prime Fund may be made via ACH or wire transfer from the Custodian to the Participant, as described in the Payment Procedures set forth below. Shares in the Prime Fund will be redeemed in the amount of the withdrawal assuming a NAV of \$1.00 per Share.

There is no maximum or minimum amount that must be invested in the Prime Fund nor is there any maximum or minimum limitations on the aggregate amount of the investment funds that any Participant may have invested at any one time with California CLASS.

Each Participant, by its investment in any Fund, including the Prime Fund, agrees that the California CLASS may temporarily suspend the right of redemption or postpone the date of payment for redeemed Shares for the whole or any part of any period: (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market; (ii) if a general banking moratorium shall have been declared by Federal, state, or the State of New York or State of California authorities or during a suspension of payments by banks in the State



of California; (iii) during which there shall have occurred any state of war or national emergency; (iv) during which any financial emergency or other crisis the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures. The Administrator shall determine, on behalf of California CLASS, when an event occurs that would entitle the Custodian to temporarily suspend or postpone a Participant's right of redemption. Participants should refer to the JPA Agreement for additional detail.

Transfers among the Prime Fund and another Fund within the California CLASS Investment Program will be considered a withdrawal from one Fund and a contribution to another subject to the requirements described in this Information Statement.

### **Payment Procedures**

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid (redeemed) and shall specify from which Account of the Prime Fund the payment is to be made.
2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. The Administrator shall receive the notice described in (1) and the information required in (2) from the Participant. Requests for redemptions from Accounts of the Prime Fund with pre-established wire instructions will be honored on a same-day basis if received by the Administrator prior to 11:00 a.m. PT. Special wire transfer requests are available only with written documentation.
4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, is actually held by the Custodian in the applicable Account in the Prime Fund.

These Payment Procedures may be amended from time-to-time pursuant to the JPA Agreement provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

## **Portfolio Transactions**

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Subject to the general supervision of the California CLASS, the Investment Advisor is responsible for placing the orders for the purchase and sale of securities within the Prime Fund, referred to herein as "portfolio transactions" for convenience. The portfolio transactions within the California CLASS Investment Program, including the Prime Fund, occur only with broker dealers acting as principals except for commercial paper transactions that may be placed directly with the issuers. Although California

CLASS does not ordinarily seek but nonetheless may make profits through short-term trading, the Investment Advisor may, on behalf of the California CLASS, dispose of any portfolio investment prior to its maturity if such disposition is advisable. The weighted average maturity and weighted average life limits applicable to the Prime Fund is expected to result in high portfolio turnover. However, since brokerage commissions are not typically paid on the types of investments in which the Prime Fund is likely to invest, any turnover resulting from such investments should not adversely affect the NAV of the Prime Fund.

The Investment Advisor seeks to obtain the best net price and the most favorable execution of portfolio transactions. Portfolio transactions will not occur between the Investment Advisor and Administrator, the Custodian, any Trustee, or any affiliate, officer, director, employee, or agent of any of them.

## Valuation of Prime Fund Shares

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The Administrator determines the NAV of the Shares of the Prime Fund at least daily on a mark-to-market basis. The NAV per Share of the Prime Fund is computed by dividing the total value of the securities and other assets of the Prime Fund, less any liabilities, by the total outstanding Shares of the Prime Fund. Expenses and fees of the California CLASS accrue daily and are included within liabilities for the NAV calculation.

The result of this calculation is a share value rounded to the nearest penny. Accordingly, the price at which Shares of the Prime Fund are sold and redeemed will not reflect unrealized gains or losses on securities within the Prime Fund that amount to less than \$.005 per Share. The Administrator will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses on securities within the Prime Fund should exceed \$.005 per Share, the Prime Fund's NAV per Share will change from \$1.00 or be maintained at \$1.00 per Share by retention of earnings or the reduction on a pro rata basis of each Participant's Shares in the Prime Fund in the event of losses or by a pro rata distribution to each Participant in the event of gains.

While it is a fundamental objective of the Prime Fund to maintain a NAV of \$1.00 per Share, there can be no guarantee that the NAV will not deviate from \$1.00 per Share. The NAV per Share of the Prime Fund may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities in the Prime Fund. The fair market value of the Prime Fund's securities will vary inversely to changes in prevailing interest rates. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations.

### **1. Portfolio Valuation**

At least daily, the Investment Property Value within the Prime Fund shall be determined on a mark-to-market basis as follows: (a) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such

securities or a third-party pricing source; (2) all other securities and assets are valued at fair market value in good faith.

## 2. Amendment

These Valuation Procedures may be amended from time-to-time pursuant to the JPA Agreement.

## Use of Fair Value Measurement

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California CLASS follows Financial Accounting Standards Board (FASB) Accounting Standards Topic (ASC) 820 *Fair Value Measurement and Disclosure* for financial reporting purposes. ASC 820 defines fair value, establishes a single framework for measuring fair value, and requires disclosures about fair value measurement.

Local government investment pools (LGIP) may select different methods of determining the value of assets held within the portfolio for reporting purposes. The two most common methods used to report on the assets of the portfolio are mark-to-market—frequently referred to as “fair value” or “fair market value”—and amortized cost. California CLASS utilizes the mark-to-market methodology. This involves obtaining prices for securities in the portfolio every business day. The mark-to-market methodology provides Participants with a high degree of transparency with respect to the underlying market values of the Prime Fund’s securities.

The mark-to-market methodology (FASB) can and should be contrasted with the amortized cost method that some LGIPs utilize. LGIPs that follow GASB 79 are following the amortized cost method, which entails adjusting the value of the portfolio’s securities on a daily basis by a predetermined amount from the purchase date to the maturity date. While the amortized cost method produces very reliable and predictable asset valuations, that predetermined value may or may not accurately reflect the market value of the security.

## Computation of Yields

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A daily and seven-day average yield for the Prime Fund will be provided by the Administrator in published reports and information on [www.californiaclass.com](http://www.californiaclass.com). To obtain the daily yield, a daily income distribution per share factor is first calculated. That factor is the net income for that day divided by the number of settled shares outstanding. The factor is then multiplied by 365 (366 in a leap year) to produce the daily yield. The seven-day average yield is obtained by averaging the daily yield for seven identified, consecutive days. From time-to-time, the Administrator may also quote the yield for the Prime Fund on other basis for the information of the Participants.

Participants should note that the yields quoted should not be considered a representation of the future yield of the Prime Fund since the yield is not fixed. Actual yields for the Prime Fund will depend not only

on the type, quality, and maturities of the investments held by the Prime Fund and the changes in interest rates for such investments but also on changes in the Prime Fund's expenses during the period.

Yield information may be useful in reviewing the performance of the Prime Fund and for providing a basis for comparison with other investment alternatives.

## Income Allocations

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All net income of the Prime Fund is determined as of the close of business each day (and at such other times as the Board may determine) and is credited pro rata to each Participant's Account within the Prime Fund at month-end. The Prime Fund accrues net income on a daily basis and pays interest income on a monthly basis.

Net income that has thus accrued to the Participants is converted as of the close of business at month-end into additional Shares that are thereafter held in each Participant's account. Reinvested net income is converted into full and fractional shares at the rate of one share for each one dollar credited. Net income for the Prime Fund consists of (1) all accrued interest income on assets of the Prime Fund plus (2) accretion of discount less (3) amortization of premium and less (4) accrued expenses.

## Retained Reserves

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Pursuant to the JPA Agreement, the Investment Advisor may retain from earnings and profits in the California CLASS Investment Program, including the Prime Fund, amounts deemed necessary to pay the debts and expenses of the California CLASS, as well as to meet other obligations of the California CLASS. The Investment Advisor possesses the power to establish from earnings and profits such reasonable reserves as they believe may be necessary or desirable. Realized capital gains or losses shall be distributed in a timely and equitable manner as determined by the Investment Advisor. More information about retained reserves is available in the JPA Agreement, including the detailed accounting that the Investment Advisor provides to the Board on a quarterly basis on amounts deemed necessary or desirable by the Investment Advisor for retained reserves.

## California CLASS Expenses

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Pursuant to the JPA Agreement, Public Trust Advisors, as Administrator, for the California CLASS Investment Program, including the Prime Fund, shall receive a fee as described below in "California CLASS Fees." The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Investment Advisor's fee set forth in the Investment Advisor Agreement, the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, the fees to the Sponsors, marketing expenses, all custodial and securities clearance

transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating or ratings, if any, the cost of other expenses agreed to by the Administrator and the California CLASS, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the counsel to the Administrator and/or the counsel to the California CLASS, the cost of Meetings of the Board, insurance costs and the costs of Participant surveys and mailings. Periodically, the Administrator shall provide a detailed accounting of such expenses to the Trustees.

## California CLASS Fees

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For the performance of its obligations as Administrator in the Administrator Agreement, the Administrator will charge a fee from the Investment Property Value (the daily fee). This daily fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which the Administrator Agreement is in effect. The daily fee shall be calculated as follows: the Investment Property Value is multiplied by the applicable fee rate and is divided by 365 or 366 days in the event of a leap year to equal the daily fee accrual. The Investment Property Value shall be based on the prior day's net assets. For weekend days and holidays, the net assets for the previous business day will be utilized for the calculation of fees. The applicable fee rate shall be determined by the Administrator monthly on the first business day of each month and shall be at an annual rate equal to up to fifteen (15) basis points. The Administrator is authorized to debit the applicable monthly fee amount within five (5) business days after the end of such month. All payment records and invoices will be presented at each subsequent meeting of the Board. Fees may be waived or abated at any time, or from time-to-time, at the sole discretion of the Administrator. Any such waived fees may be restored by the written agreement of the California CLASS.

## Reports to Participants

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### **Annually**

Audited financial statements of the California CLASS will be provided annually. See "Independent Auditors" above.

### **Monthly**

Within 15 days after the end of each month, the Administrator shall prepare and submit, or make available, to each Participant a statement disclosing any activity and a closing balance, including the number of Shares, in each of its accounts for such month.

**Upon Request**

The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request subject only to account activity on such date.

California  
**CLASS**



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**California CLASS Registration Packet**



## Welcome to California CLASS

Thank you for choosing California CLASS!

We believe you have made a sound financial decision in choosing California Cooperative Liquid Assets Securities System (California CLASS). We look forward to being a trusted partner to your organization and its investment management goals and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your California CLASS account(s). If you have any questions about the registration process or about your California CLASS account(s), please do not hesitate to contact us. The California CLASS Client Service team can be reached any business day from 8:00 a.m. to 4:00 p.m. PT by phone at (877) 930-5213 or by email at [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).



## Registration Procedures

**To participate in California CLASS, please complete the following:**

- 1) Review the Joint Exercise of Powers Agreement and the applicable Information Statements relating to the California CLASS Prime Fund and the Enhanced Cash Fund (located in the Document Center at [www.californiaclass.com](http://www.californiaclass.com)).
- 2) Complete the California CLASS Participant Representation Form (page 4).
- 3) Complete the Participant Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Should you be interested in participating in California CLASS Prime, complete the California CLASS Prime Fund Account(s) to be Established form; you may open as many accounts as you wish (page 8).
- 6) Should you be interested in participating in California CLASS Enhanced Cash, complete the California CLASS Enhanced Cash Fund Account(s) to be Established Form; you may open as many accounts as you wish (page 9).
- 7) Keep the original forms for your records and send the completed packet to the California CLASS Client Service team by fax (877) 930-5214 or by email [clientservices@californiaclass.com](mailto:clientservices@californiaclass.com).

**Questions? Please contact us; we would love to hear from you:**

California CLASS Client Service Team  
T (877) 930-5213  
[clientservices@californiaclass.com](mailto:clientservices@californiaclass.com)

Through the California CLASS website, [www.californiaclass.com](http://www.californiaclass.com), Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the California CLASS program.

## Participant Representation Form

### Participant Information

Entity Name (Participant) \_\_\_\_\_

### Participant Representations

The undersigned Authorized Signer for the Participant hereby represents and warrants the following during the period the Participant is investing in the California CLASS Investment Program:

- The Participant is (1) a Public Agency (as defined in the Joint Exercise of Powers Agreement) and (2)(a) a political subdivision of the State of California or (b) an organization whose income is excluded from taxable gross income under Section 115 of the Internal Revenue Code, in each case, that has the authority to invest funds in its treasury in investments in accordance with Section 53601 of the California Government Code.
- The Participant is authorized to invest in the California CLASS.
- Any Authorized Signer for the Participant designated in this California CLASS Registration Packet has full power and authority to make investments for the above Participant in the California CLASS Investment Program unless the California CLASS receives written notice from the Participant otherwise.
- The Participant has reviewed and agrees to the limitations described in the Joint Exercise of Powers Agreement and the Information Statements for the Funds within the California CLASS Investment Program and acknowledges that it has been supplied with or been given access to information it requested in connection with making an investment in the California CLASS Investment Program.
- The Participant has reviewed the Investment Policies for the Funds within the California CLASS Investment Program and has determined that they are consistent with the legal and policy limitations applicable to the Participant's investments.
- The Participant has consulted with its own counsel and advisers as to all matters concerning investment in the California CLASS Investment Program.

### Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



### Participant Registration

**Entity Information**

Entity Name (Participant) \_\_\_\_\_

Entity Type:            City/Town                            County                            School District                            Special District  
Other (Specify) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Physical Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax ID \_\_\_\_\_ Fiscal Year End Date (Month/Day) \_\_\_\_\_

California CLASS is hereby authorized to honor any telephone, faxed, or electronic request believed to be authentic for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each Participant is responsible for notifying California CLASS of any changes to its account by filling out and sending via mail or email the Forms available on the California CLASS website.

Wires will be distributed every hour with the final distribution ending at 11:00 a.m. PT; distribution times are subject to change as needed by the California CLASS Administrator. Additionally, California CLASS must be notified of any contributions by 11:00 a.m. PT to receive same day credit. **If funds are not received by 2:00 p.m. PT, contribution orders will be voided.**

**Banking Information**

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire                            ACH                            Both

**Additional Banking Information (Optional)**

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire                            ACH                            Both



### Authorized Contacts

Authorized Signers Can:	Read-Only Users Can:
Approve changes to the Investor Profile Update banking/contact information Transfer funds Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

#### Authorized Signer

Print First and Last Name

Title

**Signature Required**

Phone

Email

Fax

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

#### Permissions (check one only)

- Authorized Signer to Move Funds\*
- Read-Only Access

#### Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations



### Authorized Contacts (cont.)

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

- Permissions** (check one only)
- Authorized Signer to Move Funds\*
  - Read-Only Access

- Email Notifications** (notice of report availability in the online portal)
- Monthly Statements
  - Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

- Permissions** (check one only)
- Authorized Signer to Move Funds\*
  - Read-Only Access

- Email Notifications** (notice of report availability in the online portal)
- Monthly Statements
  - Transaction Confirmations

#### Additional Contact (Optional)

Print First and Last Name

Title

**\*(Signature Required if Authorized Signer)**

Phone

Email

Fax

- Permissions** (check one only)
- Authorized Signer to Move Funds\*
  - Read-Only Access

- Email Notifications** (notice of report availability in the online portal)
- Monthly Statements
  - Transaction Confirmations



## California CLASS Prime Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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\_\_\_\_\_

\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.

## California CLASS Enhanced Cash Fund Account(s) to be Established

Entity Name (Participant): \_\_\_\_\_

Desired Subaccount Name(s)\*:

(To be completed by Participant)

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California CLASS Enhanced Cash is designed to complement the daily liquidity offered by the California CLASS Prime portfolio.

**Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity.** Unlike the Prime Fund, investing in Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government’s funds are appropriate for the California CLASS Enhanced Cash portfolio, please contact your California CLASS representative or email [info@californiaclass.com](mailto:info@californiaclass.com).

\*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from [no-reply@californiaclass.com](mailto:no-reply@californiaclass.com). If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.

Agenda Item # 4D

**REGULAR AGENDA**

**SUBJECT: Upgrade District's Vector Control Database Mapvision**

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**SUMMARY**

Mapvision is a geospatial data management platform that automates our district's workflow. The District began using Mapvision Gen 2 from Leading Edge in 2014. As reported previously, Mapvision streamlines the staff's workflow (saving thousands of man-hours per year over past programs), allows real-time data sharing across departments and sustains data integrity.

**BACKGROUND AND STATUS**

The staff has determined that moving this purchase from FY 26-27 to FY 22-23 will be beneficial for multiple reasons. The district proposes to pay approximately \$110,000 for a software upgrade (Generation 2 to Generation 3) in FY 22-23 as opposed to upgrading or buying a new database for approximately \$300,000 or more in FY 26-27. This upgrade will take advantage of new and improved features that have been beta tested by other mosquito districts. The District can leverage the upgrades to become even more efficient and reduce the overall cost through buying in FY 22-23. The current cost of purchasing this same database brand new is between \$290,000 and \$310,000 depending on what add ons are included. Since district staff already have eight years of experience using this program we do believe it will be a smooth transition from Generation 2 to Generation 3.

**RECOMMENDATION**

Staff recommends that the Finance committee recommend that the Board approve the Agreement for Consultant Services with Leading Edge to migrate the Mapvision database from Generation 2 to Generation 3. Funds are already approved in the Fiscal Year 22/23 budget.

**REFERENCE MATERIALS INCLUDED:**

- 4D.1 Mapvision G3 Migration Professional Services Agreement
- 4D.2 San Mateo G2 to G3 Executive Summary
- 4D.3 San Mateo G3 Upgrade Spec Document
- 4D.4 San Mateo MV G3 Software License Document



## AGREEMENT FOR CONSULTANT SERVICES

January 2023

This agreement incorporates the migration Leading Edge’s MapVision Gen2 to MapVision Gen 3 and the two iOS Apps (Field App & ULV FC App) - Exhibit A, Page 1.

**THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”)** is made and effective as of the **th day of \_\_\_\_\_ 20** (“Effective Date”), by and between the San Mateo County Mosquito and Vector Control District, a California Special District (“**District**”), and **Leading Edge Associates, Inc., (LEA)** a Florida Sub-S Corporation (“**Consultant**”). District and Consultant are sometimes referred to hereinafter individually as a “party” and collectively as the “parties.” This Agreement is entered into with reference to the following facts:

- A. District has determined that it is necessary and appropriate to engage a consultant to provide and carry out the migration of **MapVision® Gen 2 to MapVision® Gen 3 Enterprise Software System and associated iOS Apps (Field App and ULV FC App)** as more fully described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the professional consulting services necessary to complete the work in a timely manner, as more fully described in Consultant’s Proposal attached hereto as **Exhibit B** and incorporated herein by this reference as though set forth in full; and
- C. District desires to contract with Consultant and Consultant is willing to perform the consulting services described herein, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES.**

- 1.1 **Basic Services.** District hereby retains Consultant to perform the services described and set forth in the attached **MapVision® Gen3 Specifications Document Exhibit A (“Basic Services”)**, which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance, which is set forth the proposal attached hereto as **Exhibit B**
- 1.2 **Additional Services.** In addition to the Basic Services, District may elect to have Consultant perform additional services that are beyond the current scope of the project, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing,

which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying prevailing standards of professionalism and good workmanship utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Time of Performance.** The Services of Consultant are to commence upon receipt of a written notice to proceed from District, but in no event prior to receiving a fully executed agreement from District and obtaining and delivering the required insurance coverage and satisfactory evidence thereof to District.

2.4 **Review of Service.** Consultant shall furnish District with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done, and materials furnished shall be subject to final review and approval by District; Consultant is not providing final approval or review, which is solely District's function and role. District review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.5 **Contract Administration.**

2.5.1 **District.** The District Manager or his/her designee shall represent the District in all matters relating to the administration of this Agreement. The District Manager or his/her designee shall have the authority to act on the District's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

2.5.2 **Consultant.** Consultant shall assign **Michael D. Reynolds, VP/COO & Co-Owner** ("Consultant's Representatives") to have overall responsibility for the progress and execution of this Agreement for Consultant. Consultant shall not change or replace Consultant's Representative without the prior written consent of District to such change.

3. **TERM.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until all Services to be provided by Consultant are completed, but in no event

later than **six (6)** months from the Effective Date, unless terminated earlier as provided for herein or extended by mutual consent of the parties.

4. **COMPENSATION; METHOD OF PAYMENT.**

- 4.1 **Basic Services.** For Basic Services, District shall pay Consultant compensation, including both payment for professional services and all reimbursable expenses, in accordance with the payment rates and schedule as set forth in **Exhibit B,** attached hereto and incorporated herein by this reference as though set forth in full, as full compensation for all labor, materials, equipment, tools, transportation, and services. Notwithstanding the foregoing, in no event shall Consultant's compensation exceed what's described in **Exhibit B**("Maximum Compensation"). Payment by District under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to District at the time of payment.
- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such additional services upon request of District.
- 4.3 **Invoices.** As a condition precedent to each and every payment by District under this Agreement, Consultant shall submit to District an invoice outlining the items for which payment is requested. Alternatively, Consultant may submit one final billing when the Services are complete. Each statement of account, whether submitted monthly, periodically, or upon completion, shall also include a detailed record of consultant's actual monthly or total reimbursable expenditures. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within thirty (30) days of receipt of invoice. If District disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of such disputed fees.
- 4.4 **Inspection.** Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done, and all materials furnished, if any, shall be subject to the project manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.
- 4.5 **Withholding.** District reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. District shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.

- 4.6 **Taxes/Insurance/Licenses.** District shall be solely responsible for the payment of any federal, state, or local income tax, while Consultant will be solely responsible for social security tax, workers' compensation insurance, state disability insurance, and any other taxes, assessments and premiums or insurance contributions which Consultant is responsible for paying under federal, state or local law by reason of or in connection with the Services to be performed by Consultant. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from District, all at the sole cost of Consultant.
- 4.7 **No Overtime or Premium Pay.** Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it is in the form of sick leave, administrative leave, or for any other form of absence.
- 4.8 **Changes to Compensation.** Consultant shall not undertake any work that will incur costs in excess of the Maximum Compensation set forth in Section 4.1 without prior written amendment to this Agreement. Consultant further agrees that in the event it determines that costs under this Agreement may exceed the Maximum Compensation, Consultant shall provide District with written notice of this fact at least 30 days before Consultant incurs cost of that exceed the Maximum Compensation.
- 4.9 **Litigation Support.** Consultant agrees to testify at District's request if litigation is brought against District in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, District will compensate Consultant for the preparation and the testimony at Consultants standard hourly rates, if requested by District and not part of the litigation brought by District against Consultant.

## 5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by District that relate to the performance of services under this Agreement. Consultant shall also maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement

- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of District. District may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the District, at Consultant's office and upon reasonable written request by District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

## 6. **TERMINATION.**

- 6.1 **Termination for Convenience.** District may at any time terminate this Agreement or any portion thereof for any reason by giving Consultant at least five (5) calendar days prior written notice of such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If District suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- 6.2 **Termination for Cause.** District may terminate this Agreement with cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:
- Material breach of this Agreement by Consultant;
  - Cessation of Consultant to be licensed, as required;
  - Failure of Consultant to substantially comply with any applicable federal, state or local law or regulation;
  - Filing by or against Consultant of any petition under any law for the relief of debtors; and,
  - Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

If this Agreement is terminated by District for cause and it is later determined that the termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience as provided for herein.

- 6.3 **Suspension**. District shall have the authority to suspend this Agreement and the Services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement.
- 6.4 **Payment Upon Termination**. In the event this Agreement is terminated or suspended, with or without cause, pursuant to this Section, District shall pay Consultant for the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to District. Upon termination of the Agreement, Consultant will submit an invoice to District as provided for herein.
- 6.5 **Transfer of Documents Upon Termination**. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the District, become its sole property and shall, at Consultant's expense, be delivered to the District or to any party District may so designate.
- 6.6 **Third Parties**. District shall not be obligated or liable for payment hereunder to any party other than Consultant.
7. **INSURANCE**. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached **Exhibit C**, which is incorporated by this reference as though set forth in full.
8. **INDEMNIFICATION**.
  - 8.1 **Indemnification for Professional Liability**. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("**Indemnified Parties**") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs and expert witness fees) ("**Claims**"), to the extent same are caused, or alleged to have been caused, in whole or in part by any act or omission, negligent or otherwise, of Consultant, its officers, agents, employees, subcontractors or consultants or any entity or individual for whom Consultant shall bear legal liability in the performance of professional services under this Agreement. For design professionals, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless any Indemnified Parties from and against any and

all Claims which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8.

- 8.2 **Indemnification for Other Than Professional Liability.** Other than in the performance of professional services as specified in Section 8.1 and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless any Indemnified Parties from and against any Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for whom Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Consultant. The only exception to Consultant's responsibility to indemnify, defend, and hold harmless the Indemnified Parties from Claims, is due to the active negligence or willful misconduct of District or its elective or appointive boards, officers, agents and employees.
- 8.3 **Scope of Obligation.** Consultant's duty to indemnify, protect, defend and hold harmless as set forth herein shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.
- 8.4 **District Liability.** The District has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise. No member of the District and no other officer, elected official, employee or agent of the District shall be personally liable to Consultant or otherwise in the event of any default or breach of the District, or for any amount which may become due to Consultant or any successor in interest, for any obligations directly or indirectly incurred under the terms of this agreement.

## 9. **RELEASE OF INFORMATION.**

- 9.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the District, directly or indirectly, by Consultant without District's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement unless requested by the District Attorney or authorized in writing by the District Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give District prompt written notice of any such court order or subpoena.

9.2 **Notice and Cooperation.** Consultant shall promptly notify the District Manager and District Attorney in writing if Consultant, its officers, employees, agents, or subcontractors or consultants should be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. District has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the District an opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not grant or imply a right of District to control, direct, dictate or rewrite said response.

10. **RELATIONSHIP TO DISTRICT.**

10.1 **Independent Contractor.** Consultant is and shall at all times remain as to the District a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of District. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner.

10.2 **No Employee Privileges.** No District employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10.3 **Not an Agent.** Consultant, its officers, employees and agents shall not have any power to bind or commit the District to any decision.

10.4 **Consultant Duty to District.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to District and that its accountability under this contract shall likewise be solely to District and not to any District applicants or any other third person or entity.

10.5 **Interest of Consultant.** Consultant represents and warrants to District that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer



or employee of District, or (b). an officer or employee of the applicant and any of its consultants.

- 10.6 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling District to any and all remedies at law or in equity.
- 10.7 **Statement of Economic Interest.** If District determines Consultant comes within the definition of Consultant under the Political Reform Act (Gov't Code § 87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the District Clerk disclosing Consultant and/or other such person's financial interests.
- 10.8 **Nonexclusive Agreement.** Consultant understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as District desires.

## 11. GENERAL PROVISIONS.

- 11.1 **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
- 11.2 **Further Assurances.** District and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 11.3 **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of implementing this Agreement, except working notes and internal documents, shall become the sole property of the District upon payment to Consultant for such work, and the District shall have the sole right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Reuse of any of the Drawings, Specifications or other work products of Consultant by District for any project other than the specific project covered in this Agreement, shall be at District's risk unless additional compensation for such future use is paid to Consultant.

11.4 **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

**To District:** Brian Weber, District Manager  
San Mateo County Mosquito and Vector Control District  
1351 Rollins Road  
Burlingame, California 94010

**To Consultant: Corporate Address:**  
Michael D. Reynolds, VP/COO  
Leading Edge Associates, Inc.  
3310 E Locanda Cir  
New Smyrna Beach, FL 32168

**Remittance Address:**  
Leading Edge Associates, Inc.  
Attn : Pam Leal  
PO Box 1025  
Waynesville, NC 28786

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

11.5 **Compliance with Laws.**

11.5.1 **Legal Responsibilities.** Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Any corrections or updates to Consultant's services that may be come necessary as a result of a change in said laws and regulations shall be made at Consultant's expense.

11.5.2 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and permits required by law for the performance of services described in this Agreement. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

- 11.5.3 **Labor Conditions.** District is a public entity in the state of California, and therefore, District and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California, including, but not limited to, the provisions which (a) require every employee to be insured against liability for workers compensation or to take self-insurance and (b) require every employer to adopt a written injury and illness prevention program. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant. Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.
- 11.5.4 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, require Consultant to pay the general prevailing wage rates.
- 11.5.5 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation, or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 11.5.6 **District Not Responsible.** The District and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 11.6 **Liability of Members and Employees of District.** No member of the District and no other officer, employee or agent of the District shall be personally liable to Consultant or otherwise in the event of any default or breach of the District, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
- 11.7 **Assignment Prohibited.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of District, which shall have the sole discretion to consent to any proposed assignment. Any attempted or purported assignment of any right or obligation hereunder with the District's prior written consent shall be null and void and of no effect. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 11.8 **Agreement Binding.** The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subcontractors of both parties.
- 11.9 **Waiver.** No waiver by either party of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver by either party shall

constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- 11.10 **Time is of the Essence.** Time is of the essence of this Agreement.
- 11.11 **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- 11.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 11.13 **Severability.** If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has not been contained herein.
- 11.14 **Controlling Law; Venue.** The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of San Mateo, State of California.
- 11.15 **Litigation Costs.** In the event any action is brought to enforce or interpret the terms of this Agreement or for damages on account of the breach hereof, the prevailing party therein shall be entitled to recover from the other party its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys' fees and the costs and expenses of litigation.
- 11.16 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 11.17 **News Releases/Interviews.** All Consultant and sub-consultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by District.

11.18 **Entire Agreement / Amendment.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

11.19 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at the place and as of the date first written above.


**"CITY"**  
**San Mateo County Mosquito and Vector Control District**

By: \_\_\_\_\_  
Kati Martin, President  
Board of Trustees

APPROVED AS TO FORM:

By: \_\_\_\_\_  
District Counsel

**"CONSULTANT"**  
**Leading Edge Associates, Inc.**

By:   
Name: Michael D. Reynolds  
Title: VP/COO & Co-Owner

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Trustees

**EXHIBIT A**

**SCOPE OF WORK**

**MapVision® Gen 3 Enterprise System**

Please refer to both the Executive Summary and Specifications document created by

Leading Edge Associates, Inc.

January 2023

In the case of a discrepancy between these two documents, the Specifications document will supercede the Executive Summary.







**EXHIBIT B**

**CONSULTANT'S PROPOSAL**

**12. MapVision Gen 3 – Initial system features and Pricing**

**Pricing Summary:**

<b>MapVision</b>	<b>Description</b>	<b>Price</b>
Gen2 to Gen3 Upgrade	MapVision TEST, PROD instance, iOS Field App & iOS ULV FC App, Tier I, II & III PBI Reporting, Setting, Master Management, Rules	\$110,000
	<ul style="list-style-type: none"><li>● All Gen2 features referenced above &amp;</li><li>● Legacy data importation</li></ul> <p>Note: LEA is familiar with the G2 data structure but may discover data quality issues with either spatial or data input items. As such, your support and help in confirming, identifying and correcting input data will be required. Any support beyond our initial integration efforts may result in hourly invoicing for completion of integration.</p>	
Annual License and Support Agreement	License for server and apps, servers and two hours per month, non accumulative technical support hours. Up to 100 users, automatically renewed annually  <b>(Adjusted for current SSMA paid in 2022)</b>	\$25,000

**Payment Terms & High Level Benchmark Schedule:**

<b>Benchmark</b>	<b>Duration Days</b>	<b>Description</b>
Pre-project work	30 - In Progress	<b>LEA:</b> <ul style="list-style-type: none"><li>● Site Addresses clean up (In progress)</li><li>● Duplicate site marked as inactive sites vs action<ul style="list-style-type: none"><li>■ Merge action from inactive sites to active sites</li></ul></li></ul>
Pre-project	30 - Pending	<b>SMCMVCD:</b>

work		<ul style="list-style-type: none"> <li>● Establish two project SuperUsers</li> <li>● Audit and review all Master Management tables</li> <li>● Audit and review all Rules in Gen 2 for mapping to Gen 3</li> <li>● Contact update - duplicates and need address from SR</li> <li>● Pricing schedule, confirm and update</li> <li>● Site Sub Type Assignment</li> </ul>
1	1	Proposal Agreement/Contract Accepted and Executed
2	1	Invoice #1 - 50%
3	30	Severs, data loading and setting in progress
		UAT Sign Off
4	Weekly	Weekly On-line Project Meetings begin
5		Environment Setup – Server and iOS
		UAT Sign off
6	60	Essential Data Load
		UAT Sign off
7		Invoice #2 - 25%
8	1	Go Live with Gen3 (Retain Gen2 for 60 days, provide data backup, inactivate G2 server)
9	30	PBI – Standard
		UAT Sign off
10	1	Go Live with Gen3 (Retain Gen2 for 60 days, provide data backup, inactivate G2 server)
11		Additional customizations if applicable
		Final UAT sign off
		Invoice #3 - 25%

## EXHIBIT C

January 2023

**Upon Board Approval, Leading Edge will provide a current Certificate of Liability Insurance (COI) with the coverages noted below with San Mateo listed as Certificate Holder insured**

### **INSURANCE REQUIREMENTS**

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, sub consultants or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect District’s protection without District’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to District.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At that time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increased benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as District or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.
18. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

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**San Mateo County Mosquito & Vector Control District (SMCMVCD)**

**MapVision Gen 2 to Gen 3 Migration**

**Executive Summary**

**Version 1.0 - July 2022**

**Version 1.1 - Sept 6, 2022**

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## Purpose & Scope of Work

The purpose of this document is to define the project, its components, define responsibilities, deliverables, resources and timeline to migrate SMCMVCD from MapVision Gen 2 to MapVision Gen 3. Lastly, for SMCMVCD to provide LEA approval/signatures to begin the project.

## Gap Analysis

As part of the movement to Gen 3, Leading Edge and the development team conducted a GAP analysis of the current Gen 2 features, configurations and enhancements currently in use. The analysis compared the Gen 2 feature set with those included in Gen 3 and highlighted both enhancements previously created and new features included in Gen3. Below is a summary of SMCMVCD MapVision Gen 2 Configurations/Enhancements.

Gen 2 Features built for SMCMVCD	Not used, not needed in Gen 3	Used, please include in Gen 3
<b>Per Zoom meeting on June 28, 2022, SMCMVCD confirmed the Xs below</b>		
User - User Login History	X	
User - User Activity History	X	
User - Time Card Summary	X	
Service Request - Rodent Report - Separate Rodent SR Response form		X
Operation - 2nd Material	X	
Operation - Quick Entry - Quick entry button with multi selection option on Site Annotation		X

Site annotation - Weather Collection New operation form with button on Site Annotation with activity card association	X	
Site annotation - Tick Collection - Existing operation with button on Site Annotation with activity card association	X	
Surveillance - PIP		X
Master Management - Merge Sites	X	

## Features in Gen 3 not available in Gen 2

MapVision Server		
Category	Menus	New G3 features
Master Management	Trap Type	Display Order
	Species	Display Order
	Inventory Reconciliation Variance	
	Larval Surveillance Range List	
	Pathogens	
	Sample Type	
	Testing Lab	
	Testing Result	
	Testing Method	
	Rules	Static Rules based on SR Type
	Site Document Type	
	Breeding	
	Bird Status	
	Material Master	Different application Methods(4); Trap Condition
	Material Master	Different application Methods(4);

		Trap Condition
Activity Card	View Activity card	Default showing chronological order
	View Activity card	Overlap AC validation message with ACID
	View Activity card	Midnight cron job to Close any Open previous Activity cards Ids.
Site	View Site->Blocks	Map Selected for Treatment Plan
	View Site	Segments based on Site Type
	Line Sites	
Site	View Site/AC/Adult trap Surveillance/Sentinel List	Hyperlink for Pop out edit page in a separate tab
Service Request	View Public Page	Address selection on Public Map
	View Public Page	Field Map on public page
	Service Request	Segments based on SR Type
	Pending Public Queue	Showing in Red font if address is wrong
	Service Request	Showing Location History
Inventory	Inventory Reconciliation	
Operations	Treatment Plan	
	Treatment Plan	Routes association for Treatment Plan
	Treatment Plan	Support of multiple mission files
	Route	
Site/SR Operations	Adult Trap Surveillance	Separate operation for Place and Collect Trap
	Larval Surveillance	Multiple species and range selection
	Site Treatment	Calculator (Auto Calculating based on material and area amount given)
Surveillance	Tick Surveillance	VectorSurv integration TBD
	Manage Tick	
	Sentinel Flocks/Bands	
	Sentinel Collections/Testing	
	Heightened Surveillance	
	Abundance and Pool Map	
	Sentinels	Download from Calsurv
Billing	Invoice	
Field Map	Quick Search	Search by Vectorsurv ID, Trap ID and Xref

	Create Service Request	
	Filters	Display of Obstruction sites on field map
	Create Treatment Plan	
Setting	Custom Specifications	
	Modules	Enable/disable modules
Dashboard	Dashboard	Tiles Drag and drop
		Item reorder reminder tile
Report	County AG Report	Monthly/Yearly usage on chemicals
<b>IOS Field App</b>		
Filter	Filters	Custom Filters
Activity Card	View Activity card	Default showing chronological order
Service Request	Service Request	Segments based on SR Type
	Service Request	Showing Location History
Site	View Site	Segments based on Site Type
Site/SR Operations	Adult Trap Surveillance	Separation operation for Place and Collect Trap
	Larval Surveillance	Multiple species and range selection
	Site Treatment	Calculator(Auto Calculating based on material and area amount given)
Field Map	Quick Search	Search by Vectorsurv ID, Trap ID and Xref

## Deployment includes:

1. Environment Setup – Server and iOS
  1. Setup DEV, TEST & PROD instances/environments
  2. Create separate code branches (server & iOS)
  3. Update customer logo , default address, settings, etc.
  4. Remove/Clean up all test and/or transactional data not relevant to the new deployment
  5. Enable/Disable modules as required
  6. Create/recreate Test users accounts in different roles as needed (for developers, LEA and the customer)
  7. Create a new iOS Field App and ULV FC App build (if purchased)

8. Ensure all default settings needed for iOS are In place
  9. Establish & Test Data Sync (2-way communication with the server)
  10. API links as needed (i.e. VectorSurv)
2. Essential Data Load as applicable
    1. Zones / Sub Zone
    2. Parcel Data
    3. Treatment Plan Polygons
    4. Sites and associate site subtypes
    5. Item and Material Master Data
    6. Warehouse & Lot Setup
    7. Vehicle Info – Trucks , Aircraft, equipment
    8. Users
3. PBI – Standard
    1. Up to 6 hours of Power BI Intro and Training sessions
    2. Reproduce Power BI Data Model, Standard Reports and Dashboards
    3. Power Accounts (T2 and T3) for the customer
    4. Data gateway and data refresh setup
    5. Power BI Embedded integration with Customer
    6. Map existing PBI reports and dashboards from G2 to G3 as part of migration
4. Historical data
    1. Historical Data load
      - i. Contact Data
      - ii. Services requests
      - iii. Surveillance Data
      - iv. Lab & Test Data
      - v. Operations Data
      - vi. Activity Card, Inventory and other
    2. Customizations
      - i. Any Modifications that require UI , API or DB changes
      - ii. Any master data changes that require custom coding
      - iii. New Module development
      - iv. PBI Customization as required and / or requested by customer

# Data integration plan from Gen 2 to Gen 3

## San Mateo CMVCD Resources & Tasks

### To be completed in Gen 2 prior to migration to Gen 3:

- Audit and review all Master Management tables
- Review and confirm Cities and Zone/SubZones
- Audit and review all Rules in Gen 2 for mapping to Gen 3
- Contact update - duplicates and need address from SR
- Pricing schedule, confirm and update
- Site Sub Type Assignment

### LEA Resources and Tasked need for migration

- 9420 - SR Type "Wildlife" categories
- Site Addresses clean up (In progress)
- Duplicate site marked as inactive sites vs action
  - Merge action from inactive sites to active sites
- Confirm all Billing and invoicing features are included in Gen3 Billing feature

### Multi-phase timeline for delivery

- Total time - Five (5) months (excluding any client delays)
  - Any features which were not identified and/or tested, or defects identified within 90 days of Migration completion, will be part of Managed Service support after go live
  - Sign off at the end of the migration by LEA & Customer
  - Future changes or enhancements will be estimated and charged as fixed fee. This will be executed by the 'New feature enhancement team' with requirements and quotation provided; additional Customizations, new features etc., will be estimated and charged as additional fixed fee

## Pricing Summary:

MapVision	Description	Price
Gen2 to Gen3 Upgrade	MapVision TEST, PROD instance, iOS Field App & iOS ULV FC App, Tier I, II & III PBI Reporting, Setting, Master Management, Rules	\$110,000
	<ul style="list-style-type: none"> <li>All Gen2 features referenced above &amp;</li> <li>Legacy data importation</li> </ul> <p>Note: LEA is familiar with the G2 data structure but may discover data quality issues with either spatial or data input items. As such, your support and help in confirming, identifying and correcting input data will be required. Any support beyond our initial integration efforts may result in hourly invoicing for completion of integration.</p>	
Annual License and Support Agreement	License for server and apps, servers and two hours per month, non accumulative technical support hours. Up to 100 users, automatically renewed annually  <b>(Adjusted for current SSMA paid in 2022)</b>	\$25,000

## Payment Terms & High Level Benchmark Schedule:

Benchmark	Duration Days	Description
Pre-project work	30 - In Progress	<b>LEA:</b> <ul style="list-style-type: none"> <li>Site Addresses clean up (In progress)</li> <li>Duplicate site marked as inactive sites vs action                             <ul style="list-style-type: none"> <li>Merge action from inactive sites to active sites</li> </ul> </li> </ul>
Pre-project work	30 - Pending	<b>SMCMVCD:</b> <ul style="list-style-type: none"> <li>Establish two project SuperUsers</li> </ul>



		<ul style="list-style-type: none"> <li>• Audit and review all Master Management tables</li> <li>• Audit and review all Rules in Gen 2 for mapping to Gen 3</li> <li>• Contact update - duplicates and need address from SR</li> <li>• Pricing schedule, confirm and update</li> <li>• Site Sub Type Assignment</li> </ul>
1	1	Proposal Agreement/Contract Accepted and Executed
2	1	Invoice #1 - 50%
3	30	Servers, data loading and setting in progress
		UAT Sign Off
4	Weekly	Weekly On-line Project Meetings begin
5		Environment Setup – Server and iOS
		UAT Sign off
6	60	Essential Data Load
		UAT Sign off
7		Invoice #2 - 25%
8	30	PBI – Standard
		UAT Sign off
9	1	Go Live with Gen3 (Retain Gen2 for 60 days, provide data backup, inactivate G2 server)
10		Additional customizations if applicable
		Final UAT sign off
		Invoice #3 - 25%

Note:

- Any bugs will be fixed on us, any change order will be documented, proposal presented and if approved scheduled for after go live
- Schedule and dates are subject to change based on task changes, availability, input and other scheduling influences.
- Prices are subject to change
- Final calendar, project and Gantt chart will be provided upon approval and initial invoice
- Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the District, become its sole property and shall, at Consultant's expense, be delivered to the District or to any party District may so designate

## Signatures:

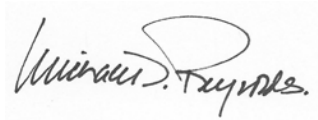
We look forward to working with you and supporting the district's efforts to integrate the best geospatial database solution and flow control system.

If you have questions on this proposal, feel free to contact me at [mreynolds@leateam.com](mailto:mreynolds@leateam.com) at your convenience or by phone 828-246-2111

I, \_\_\_\_\_, agree to the proposal and pricing as quoted in this document. Signed this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Signature - Authorized Representative/SMCMVCD

Leading Edge Associates, Inc. agrees to the proposal and pricing amounts as quoted in this document. Signed this \_\_\_\_th day of \_\_\_\_\_ 2022

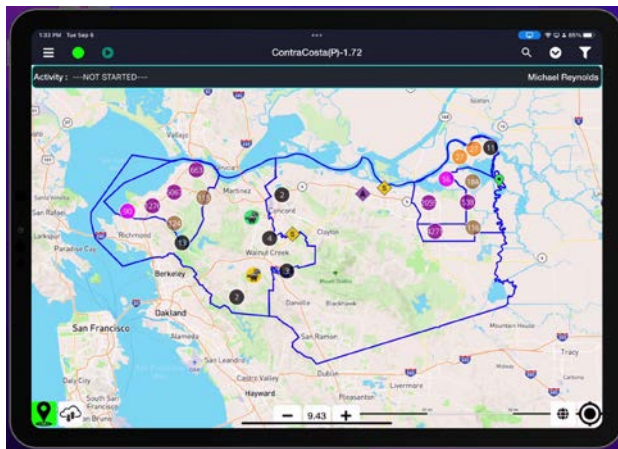
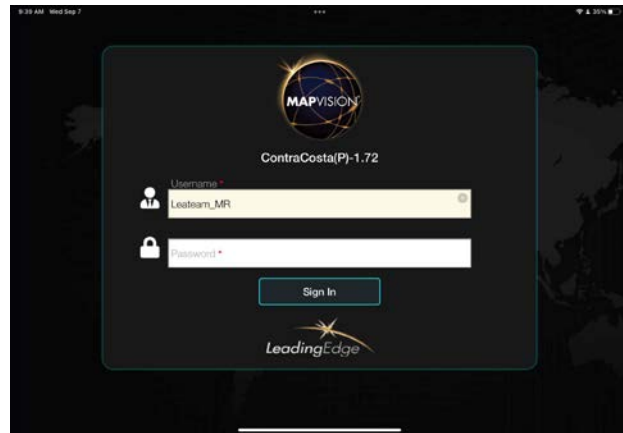


Vice President & COO  
Leading Edge Associates, Inc.  
Mobile: 828-246-2111  
Email: mreynolds@leateam.com

# MapVision iOS iPad Field App

MapVision's iOS iPad "Field App" was designed and developed with the input of vector control technicians across the US.

Created for ease of data entry and like the server or cloud version maintains a geospatial aspect to view data on maps.



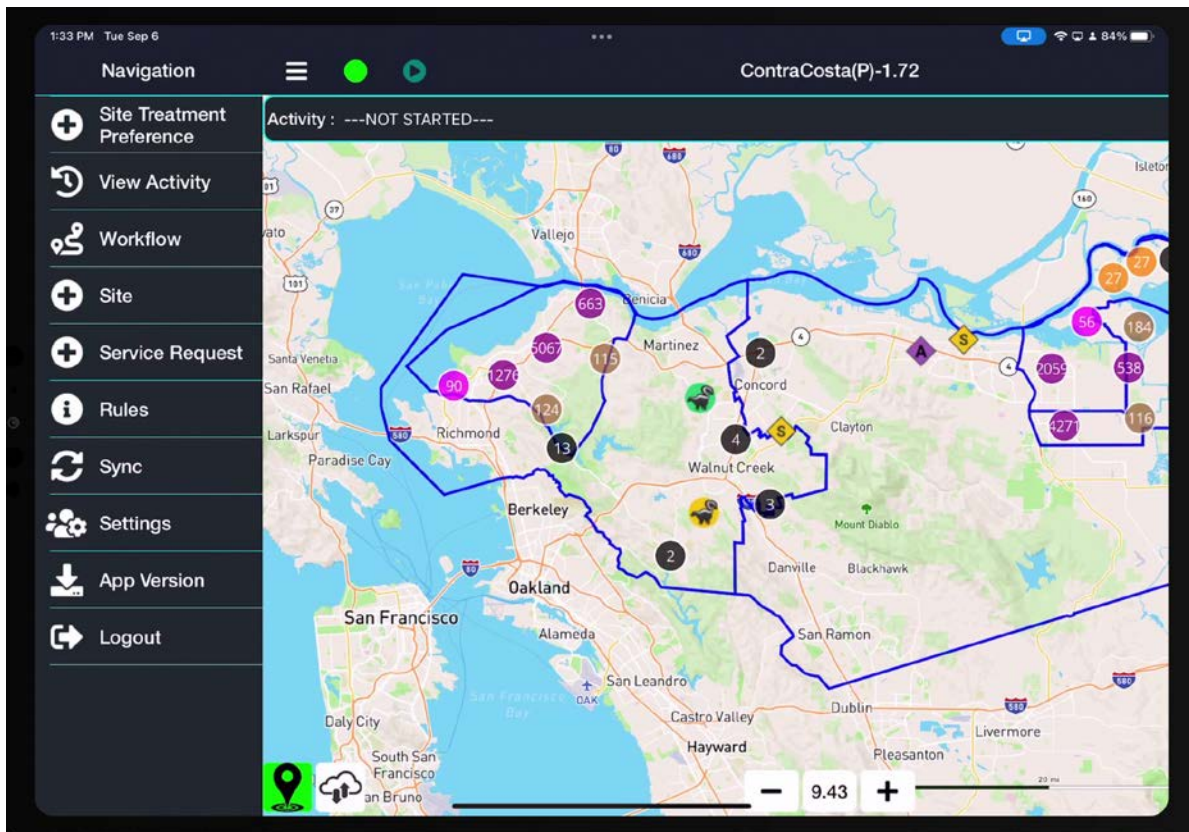
Capable of operating online or offline, the Field App provides technicians both a historical reference to past operations, data collected and analyzed by the lab such as abundance and testing outcomes, larval surveillance and past treatments.

## Features:

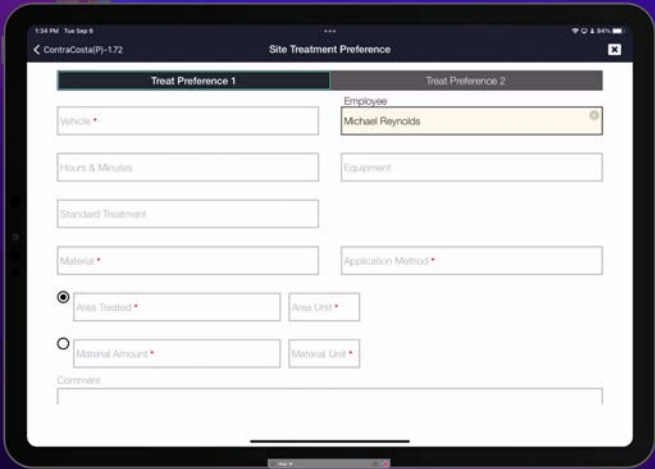
- Used across all agency departments such as; Operations, Admin and Lab
- Automatically sync with the cloud upon signin when connected to the internet
- Version updates are provided within the app itself
- Capable of running on line and in an offline environment
- iOS based app with MapBox maps and offline tile maps as needed
- Includes AC, Zones, Site, SR, Workflow, Lab results, Historical data
- Filtering data on maps including; Zones, SR, Sites, Trap and Trap Counts
- Personalized filtering and favorites setting to load data on maps

- Search by SR ID, Site ID, Trap ID, VectorSurv Code tool
- Status bar with time, date, AC, Version #, Connection, battery level
- Tracking provided by Location services within the iOS and reflected on the server Field Map. User can see their position in real time on the app's map
- Secure, quick, user friendly and easy to use

## iOS iPad Field App Menu selections:



Detailed description of iOS iPad Field App Menus:

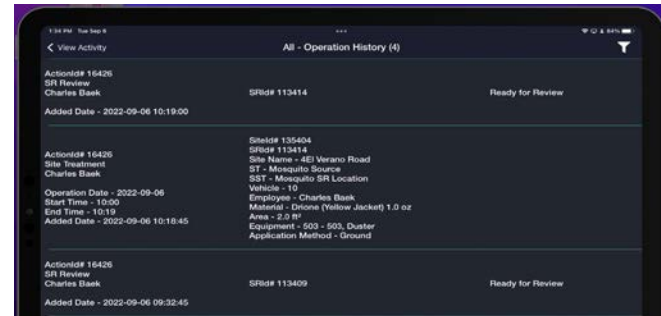
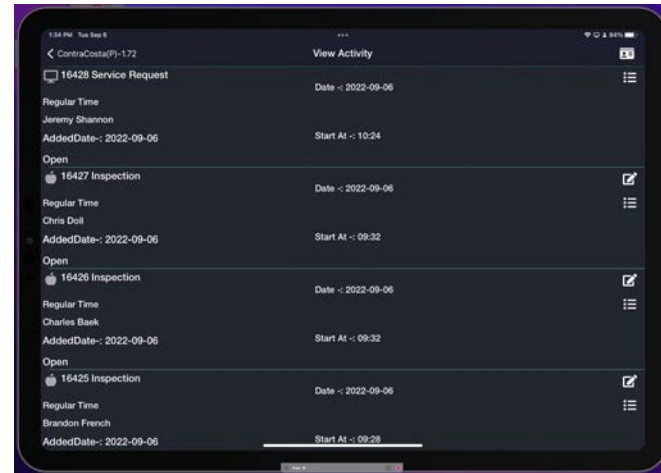
Menu	Description	Image/Example
<p>Site Treatment Preference</p>	<p>Provides two hot keys for quick treatment entries such as Catch Basin work.</p> <p>Enables users to set up two material treatment hotkeys (Treat 1 and Treat 2) for use in CB applications.</p> <p>Once saved, the user only needs to click one button to treat a CB site based on all set up data saved.</p>	

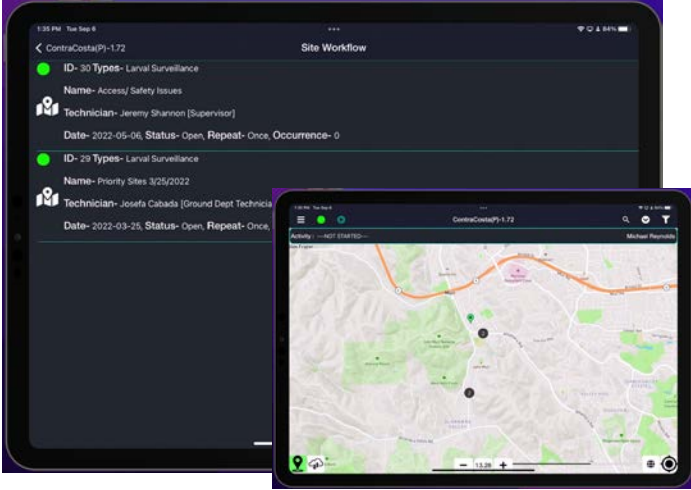
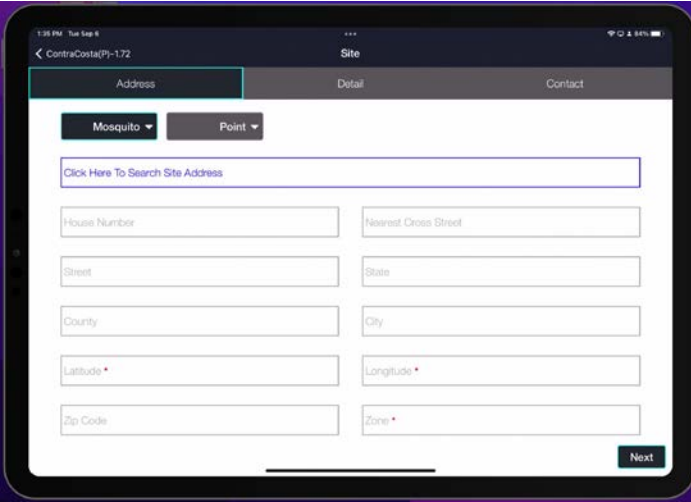
View Activity

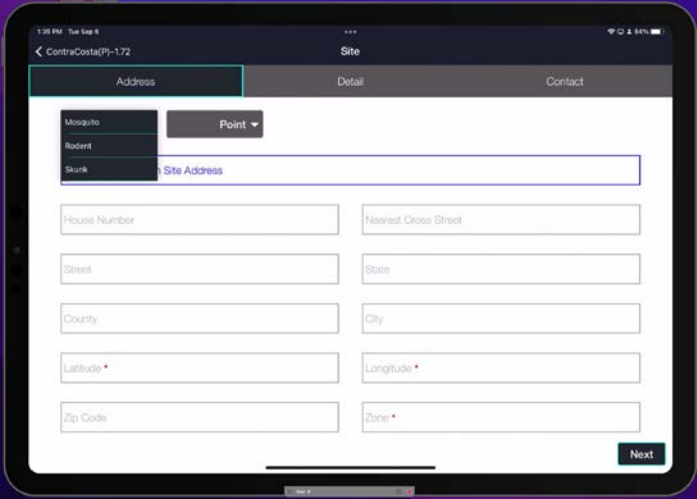
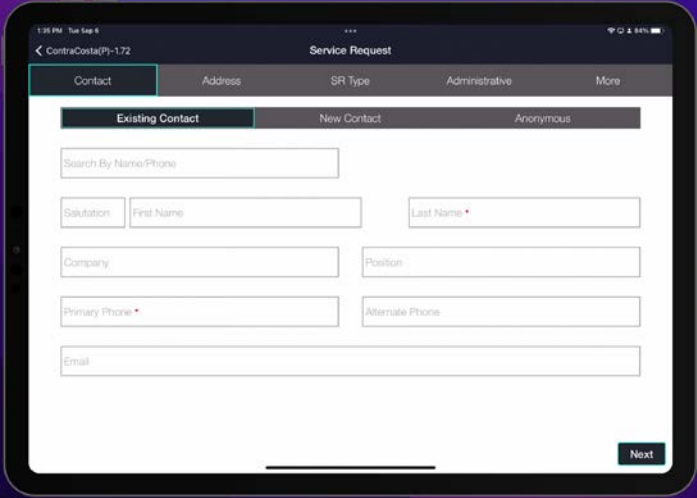
Similar AC function as server, quick recording of actions conducted at the site level simply by touching screen menu items

App records all “clicks” and data entry providing users a chronological review of all actions.

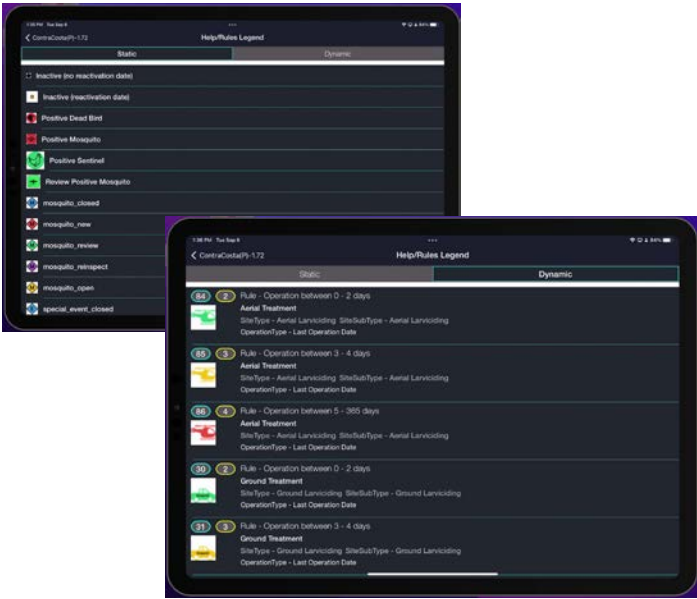
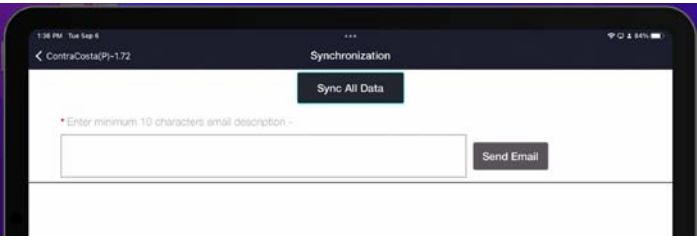
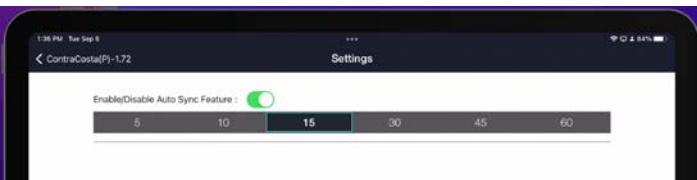
Additionally, users can select the edit icon and/or list icon to view specific entries for operations at the site level and make corrections/edits as needed.

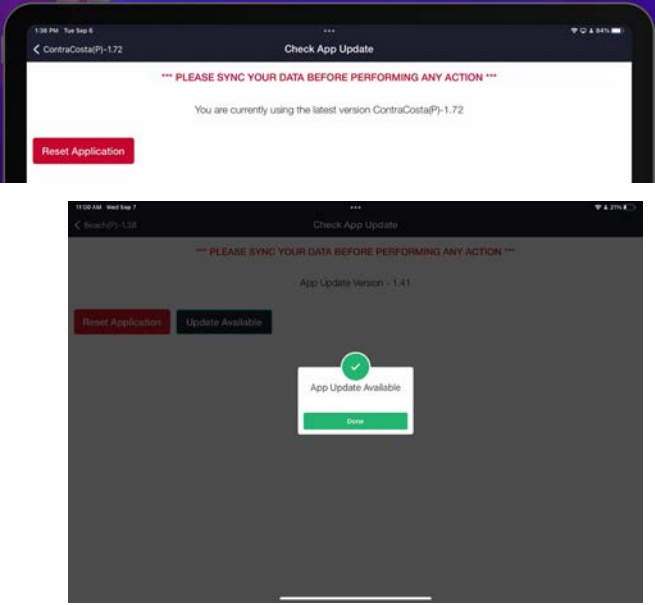


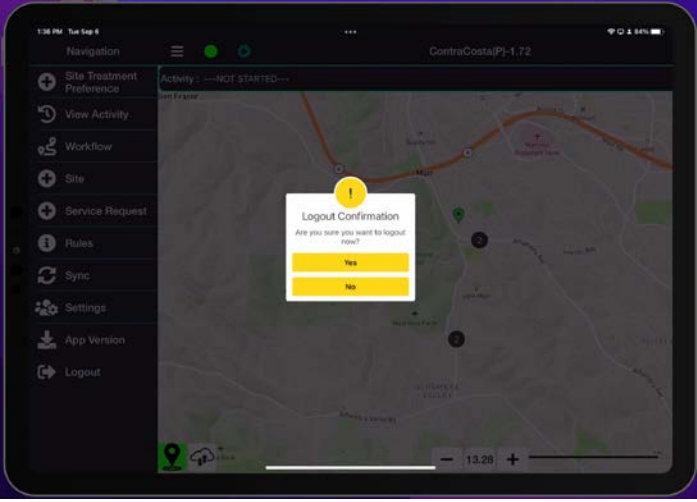
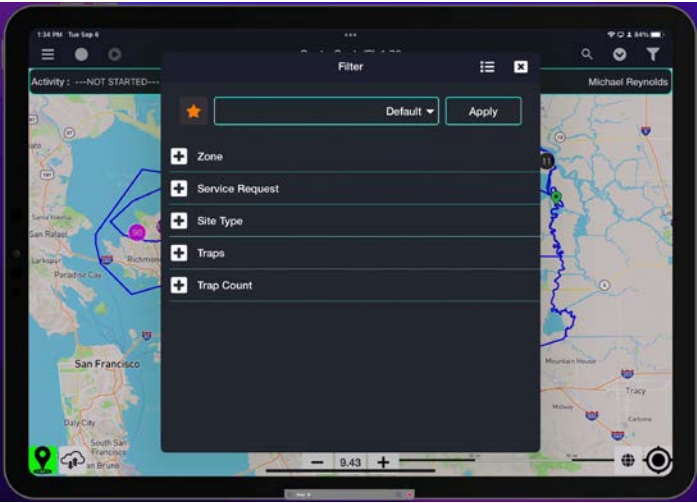
<p>Workflow</p>	<p>Receive and view work assignments from server for actions such as place/collect traps</p> <p>View tabular workflow assignments to select and map on the app's field map.</p> <p>Each site included in Workflow will appear on the map for users to open, edit, and/or record any actions.</p> <p>Once done, an administrator can close one time assignments. If the Workflow is recurring, the next scheduled assignment will appear on the Workflow list within the app and on the user's MyTask page on the server.</p>	
<p>Site</p>	<p>Complete site management system similar to the server. View existing, maintain site records and/or set up new sites as needed.</p> <p>App provides user the ability to set up site for segments (i.e. Mosquito, Rodent, Weed, etc.) and to create Point, Block and/or line sites</p> <p>Site data includes:</p> <ul style="list-style-type: none"> <li>● Site address/location information</li> <li>● Details Page: <ul style="list-style-type: none"> <li>○ Site Type</li> <li>○ Sub Type</li> <li>○ US Waters</li> <li>○ NPDES</li> <li>○ Surroundings</li> <li>○ Population</li> <li>○ Reinspect Date</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>○ Properties</li> <li>○ Hazzard/Flags</li> <li>○ Gate Code</li> <li>○ Has Fish</li> <li>○ Owner Maintained</li> <li>○ Billable</li> <li>○ Spring Source Type and</li> <li>○ Comments</li> <li>● Contact Info if applicable</li> </ul>	
<p>Service Request</p>	<p>Complete SR assignment similar to server with ability to record new SR in the field as needed. Fields include;</p> <ul style="list-style-type: none"> <li>● Contact (Existing, New &amp; Anonymous)</li> <li>● Address</li> <li>● SR Types</li> <li>● Administrative</li> <li>● "More" - Additional notes</li> </ul>	



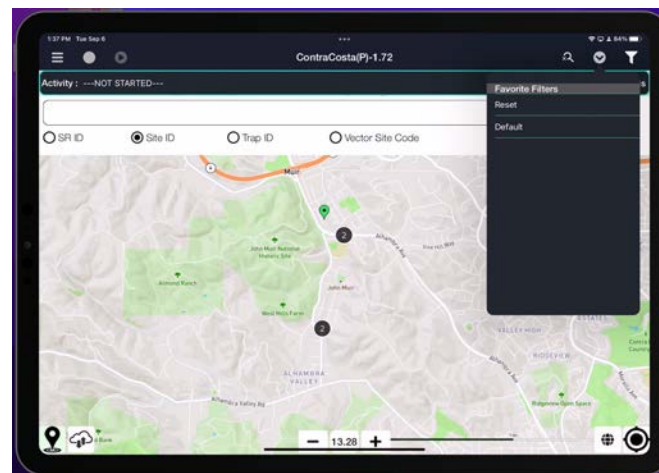
<p>Rules</p>	<p>Legend and detailed reference to Static and Dynamic icon shapes, colors and behaviors. Rules mirror the setting in Master Management &gt; Rules.</p> <p>Icons are available as a Legend to users to provide a quick reference to their behavior and expected life cycle based on operational activity and/or efficacy of materials applied in the field.</p>	
<p>Sync</p>	<p>Provides two functions;</p> <ul style="list-style-type: none"> <li>● Sync all data with the server and</li> <li>● Provide LEA with a Log File for review when an issue is observed with the app.</li> </ul> <p>Send Email button automatically email LEA and the DEV team with the log file to diagnose reported issue.</p>	
<p>Settings</p>	<p>Manual and/or automatic sync to server. Ability to adjust sync intervals</p>	

<p>App Version</p>	<p>Users can update the iOS iPad Field App version from within the app. When advised, users can open the App Version Menu on the Field App and see the current version in use.</p> <p>If a new or updated version is provided, the user will see a pop up message and new back button to the right of the Reset Application button which when clicked will automatically update the App.</p>	
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<p>Logout</p>	<p>When the user elects to Log out, system will provide confirmation pop up for user to confirm or select No to continue to use the App.</p>	
<p>Filtering &amp; Favorites</p>	<p>The MapVision iOS iPad Field App provides an advanced personal preference filtering tool for users to set up numerous data sets to load on the maps.</p> <p>By allowing the user to “toggle” from one filter to the next and back using the “Favorites” tool the user can load SRs from a saved filter favorite then CB or any other saved favorite.</p> <p>Filters include:</p> <ul style="list-style-type: none"> <li>• Zones</li> <li>• SR Status; New, Open, Reinspect, Review &amp; Closed</li> <li>• Site Types and Site SubTypes</li> <li>• Traps</li> <li>• Trap Counts (Adult Abundance by date range and/or species)</li> </ul>	

Once the user sets up “Favorites” using the red Star button, all the favorite lists will be noted in the dropdown, allowing the user to quickly load new data sets (icons) on the map.

- Examples of various favorites may include:
- Default - include all data sets used during the day
- SR
- CB
- Traps
- Site specific locations such as NPDES sites, or specific site sub type







# MapVision Gen 2 Migration to MapVision G3

San Mateo County Mosquito and Vector Control District (SMCMVCD)

Specifications Document

September 2022

V1.0

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## 1 General Information

### 1.1 Purpose

The purpose of this functional and technical requirements document is to provide documentation on the purposed requirements, configurations and/or enhancements of the migration from MapVision G2 to MapVision G3 system, implementation and functionality for SMCMVCD.

### 1.2 Scope

This functional and technical requirements document will outline the features of MapVision G3, performance, security and other system requirements identified by Leading Edge Associates, Inc. (LEA) as the proposed information system solution for San Mateo County Mosquito and Vector Control District (SMCMVCD).

### 1.3 Identification

This specification requirement document applies to the MapVision G3 application and MapVision iOS iMobile App and **iOS ULV FC (Flow Control) App** developed for **San Mateo County Mosquito and Vector Control District (SMCMVCD)** in accordance with the requirements document and any subsequent meetings with LEA..

### 1.4 System Overview

The MapVision G3 system is a web-based mapping system designed to use a multifunction database, which portrays surveillance information over GIS imagery providing current data of operational/managerial decisions and monitoring of assets. The MapVision® iMobile app is an extension of the browser based system, designed for technicians in the field. The app is capable of operating on or offline and provides data and information specific to some operational tasks in the field (Excluded maybe SR and others). **MapVision ULV Flow** app provides an interface with the ULV systems and collects data for MapVision server.

- iOS ULV Flow Control App – four (4) units
- LEA recommends iPad Mini or iPad 9.7” with Otter box protective case. Minimum iPad specifications of 64GB, WIFI and Cellular. SMCMVCD will procure iPad and cases.

### 1.5 Architecture Overview

**MapVision G3 uses Microsoft Azure server systems, a three layer architecture including web, application and database servers for the application developed in PHP and MySQL/PostgreSQL. Privately hosted on Tier IV cloud data centers with backup to both short term and long term storage in the same or different Tier IV data centers.**

### 1.6 Project Objectives

1. Migrate SMCMVCD from MapVision G2 to G3

2. Provide geo-spatial visualization of locations on a map and satellite image, along with attributes, status, alerts, and historical activities for defined locations
3. Provide simple, complete, and error-free input of field and lab data from any location, in the field or on-site at the District headquarters
4. Provide real-time and robust access (and updates) to field and lab data
5. Migrate existing **Tier I standard reports, Tier II and Tier III Dashboards/Tiles/Report into MS Power BI**
6. Track time and activity for field personnel and provide timesheet reports
7. Provide My Tasks with the ability to manage common tasks
8. Integrating historical data to MapVision G3
9. Train field personnel and other staff to use, and if appropriate, maintain the new data management system

### 1.7 Leading Edge Associates, Inc. - Points of Contact

Contact	Organization	Phone	Email	Oversight Function
Mike Reynolds	LEA	828-246-2111	<a href="mailto:mreynolds@leateam.com">mreynolds@leateam.com</a>	Project management
Bill Reynolds	LEA	407-468-0008	<a href="mailto:breynolds@leateam.com">breynolds@leateam.com</a>	Technical advisor
Piper Kimball	LEA	707-484-6937	<a href="mailto:piper@leateam.com">piper@leateam.com</a>	Lab and surveillance advisor
Mridula Sinha	LEA	848-248-1302	<a href="mailto:Mridula.s@orioninc.com">Mridula.s@orioninc.com</a>	Project management

### 1.8 Revision History

Revision, date and change history of this document – LEA will maintain issues and track revisions in the Redmine project management software

## 2 System Requirements

### 2.1 Required States and Modes

The user interfaces with the MapVision G3 System through Chrome Internet browser or the Field App, a custom iOS application. The browser interface accesses a Leading Edge domain specifically configured for **SMCMVCD**. Both public and private access will be supported. The entry point will be a logon page. Individuals may proceed to the public pages by clicking a menu button from **SMCMVCD** webpage after the link is provided by LEA and installed by **SMCMVCD**'s webmaster.

The primary feature on the web pages is a Map API. The map is updated periodically and also in response to user input. The public user will be able to view public treatments based on the

**SMCMVCD's** transparency protocols and request service. The authorized user will be able to perform activities based on an assigned privilege permission level. Based on those privileges, the authorized user may view/edit trap data, landing rate counts, treatments and service requests.

The second interface is through an iOS application. This application is designed to be executed on an iPad either offline or connected to the Internet through a cellular data network and utilizing "location" services within the iOS system.

Leading Edge will provide a vendor/contracted hosted solution, MapVision on Microsoft Azure cloud. MapVision is primarily hosted in Eastern US region; however it is natively available through Microsoft Azure cloud in 58 regions around the world across six continents. MapVision a highly available, reliable, scalable and flexible application, that takes advantage of multi-layered security provided across physical datacenters, infrastructure and operations of Microsoft Azure.

## 2.2 Security and Privacy Requirements

- System will provide SSL standard security technology for establishing an encrypted link between a webserver and a browser. This link will ensure that all data passed between the web server and browsers remain secure

- Technology Stack:

Hosting /Infrastructure	Azure
Mobile	iOS
Databases	PostgreSQL + POSTGIS, MySQL, SQLite
Source Code Control	Subversion, TFS , GIT
Map API	MapBox
Operating System	Linux, iOS, Widows
Business Intelligence	Microsoft Power BI
Development Languages	Angular JS, CSharp, DotNet
Other Tools	QGIS, Putty, PgAdmin, MySQL Workbench, FileZilla

- System will provide limited audit trail and track user login history to include: Username, IP address, log in time, log out time and total time online
- Integrated technical safeguards to ensure a high level of privacy and security, including:
  - Back end server(s), including data encryption and transmission
  - Administrator controlled username and password access
  - Automatic timeout/log-off
  - Administrator controlled user level read, write, edit and delete capabilities
  - Administrator controlled user level module and sub-module access

### 2.3 Environmental Requirements

- MapVision users access the internet Chrome browser application specifically in a standard office environment
- Updates are done to maintain the integrity of the system such as software version updates, bug fixes, etc. and are included as part of the Service, Support and Maintenance Agreement (SSMA). (This agreement will be provided for review and execution upon approval of purchase)
- As enhancements are requested, they will be defined and a quote will be provided. Once approved by SMCMVCD, the enhancement will be added to the project and developed and demonstrated for user acceptance after the Go-Live date. .
  
- Computer Equipment Resource Requirements
  - LEA recommends new iPad Pros with WIFI + Cellular capabilities, a minimum HD of 128GB, Space Gray.
  - Warranty provided by manufacturer.
  - Additional purchase of protective, water and impact resistant cases (Otter Box) are recommended.
  - Existing iPads owned by customer will need to be evaluated by LEA for use with MapVision iOS Field App and ULV FC App
  - SMCMVCD will procure the iPads.

### 2.4 Personnel-related Requirements

- The personnel using the system may include General Manager, Assistant Manager, Laboratory Staff, Field Operations Staff, Administrative Staff and other authorized personnel.
- SMCMVCD will identify as many “SuperUsers” as they would like to participate in the project development, UAT and be a resources for other team members.

### 2.5 Training-related Requirements

- Installation and training will be in groups and on a one on one basis with an onsite visit. Training will also be provided during the project during weekly online project meetings
- Super Users will be assigned at the start of the project to follow through with District staff training, feedback and testing.
- Web-access to training videos via a private YouTube channel will be created once the software is compatible for testing.
- Demos of new enhancements or features will be made available as a group webinar to users as those become available
- Group and individual training will be provided along with a detailed schedule prior to scheduling dates via web-based conferencing and access to Leading Edge’s YouTube Video Library
- MapVision G3, iOS Field App, iOS ULV FC onsite training, up to 4 days on site will be scheduled to include hardware installation and training related to the ULV systems.

### 3 Qualification Provisions

Qualification refers to the means by which a requirement is proved to be satisfied. Qualification methods may include:

- Demonstration – an operation that relies upon an observable functional operation and does not require the use of instrumentation, special test equipment, or subsequent analysis
- Test – operation that uses instrumentation or other special test equipment to collect data for later analysis
- Analysis – processing of accumulated data obtained from other qualification methods
- Inspection – a visual examination of code, documentation, etc.

Leading Edge developers will initially create a DEV MapVision G3 and a TEST MapVision G3 web instance which will be used for development, data integration, testing and training. Prior to the go live date, the developers will, in conjunction with **SMCMVCD** provide data catch up activities, create a TEST and PROD instance for go live.

Testing methodology - Leading Edge developers follow tried and tested Agile development methodology with short, incremental development cycles of approximately two weeks, demonstrating the progress and seeking customer feedback at the end of each cycle. There will be an initial phase of four to six weeks of initial setup after which the development team will get into two week sprints. We will have environments setup for our customers to test the work performed and provide constant feedback which lets us adjust and adapt to changes.

Customer engagement and constant feedback has proven to be the most important aspect of our risk mitigation.

### 4 High level timeline phases:

#### 4.1 Phase 1- Documentation

- Specification requirements document to include selected customizations/options
- Finalize all documents, invoicing schedule and **SMCMVCD** agreements
- Implementation plan, Gantt chart schedule
- Initially bi-monthly meetings, thereafter begin weekly web-based conference calls
- Establish data repository and Redmine issue tracking system

#### 4.2 Phase 2- Server, Security and Backups

- Create Development (DEV), Testing (TEST) instance, and toward end of project the live (PROD) instance
- Azure app services creates periodic backup by default
- Create threshold based alarms for CPU and RAM usage

- Data integration by LEA; with **SMCMVCD** support, LEA will retrieve data from existing MapVision G2 system and via “scripts” provide data integration and data catch up prior to Go Live over the course various phases throughout the project. (LEA is not responsible for any “bad” and/or corrupt data)
  - **LEA will provide schedule as well as catch up period and verification. This will happen in stages;**
    - **initial on-boarding process will include; Sites, SR Questions and Master Management data**
    - **This is followed by Operationalal data such as site visits, treatments, and lab.**
    - **All other data, including legacy data will follow go live date**
- Set up initial passwords and server security
- Map location center over **SMCMVCD** area/headquarters

#### 4.3 Phase 3- MapVision Server and iOS App Functionality

- **SMCMVCD** to validate all tables retrieved from MapVision G2, menus and “set up” data to include but not limited to Users (employees), Materials, System Management Data, Inventory, Vehicles, Equipment, Permissions and zones.
- **SMCMVCD** to provide any updates to shapefiles for all zones and sub zones and parcel data

#### 4.4 Phase 4- Testing and Feedback

- Create Testing scripts
- Data reset and data integration importation
- Working site transition
- Feedback, adjustments, modifications
- Super user designations

#### 4.5 Phase 5 Go Live on PROD site

- Onsite training
- Identify and create video help guides
- Go Live





## 5 Menu & Capability Requirements

### 5.5 Software Requirements Specification

MapVision Server Functionality		
Menu Levels		

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Notes		
---------	---------	---------	---------	---------	---------	-------	--	--

#### Main Left Panel Menu

Home Dashboard	<ul style="list-style-type: none"> <li>SR Assigned Alerts</li> <li>Positive Dead Bird Alert</li> <li>Service Requests</li> <li>Announcement</li> <li>Positive Mosquito Pool</li> <li>Brief MyTask list</li> <li>Low Inventory Alert</li> </ul>
My Tasks	<ul style="list-style-type: none"> <li>Service Requests</li> <li>Activity Card</li> <li>Lab/Surveillance</li> <li>Workflow</li> </ul>

- Can SR assigned alerts show more than just the most current SR

Proceed with Gen3

Users	View Users:	Add functionality Active functionality Inactive functionality PDF & Excel Download Simple search functionality Advance search functionality Edit functionality Active link functionality Inactive link functionality All link functionality Column filters & Sorting
	Access Group	Add functionality Active functionality Inactive functionality Simple search functionality Column filters & Sorting
	User Preferences	Map Styles: <ul style="list-style-type: none"><li>● Satellite</li><li>● Centering on</li><li>● User Tracking</li><li>● Stop clustering zoom level</li><li>● Display Field Map hover window</li></ul> Zone Boundary selections

- KML Layer selection
- Site - Types & Sub Types
- Service Request Status
- Others:
  - Sites - Inactive
  - Site Blocks
  - Treatment Plan
  - Trap
- Date Interval:
  - Positive Carcass
  - Positive Mosquito
  - Positive Sentinels
  - Treatment Plan
  - Service Request
- Mail Settings
  - New SR Assigned
  - Daily email for assigned open/reinspect SR
  - Weekly email (Mondays) for upcoming reinspect SR

Customers

View Customer

- Add Customer
- Active/Inactive
- PDF & Excel Download
- Simple search functionality
- Advance search functionality
- Column filters & Sorting

**Price Schedule**

Edit & Trash buttons

Add Customer  
Active/Inactive  
Simple search  
functionality  
PDF & Excel  
download  
Edit row buttons

**Contacts**

**Add Contact**

Add functionality  
Add functionality  
PDF & Excel  
download  
Column filters &  
Sorting  
Simple search  
functionality  
Advance search  
functionality

**View Contact**

Add functionality  
Add functionality  
PDF & Excel  
download  
Column filters &  
Sorting  
Simple search  
functionality  
Advance search  
functionality

**Sites**

**Add Site**

Add functionality:  
Point, Block, Route  
(Line) Site

- Location
- Details
- Contact
- Inactivity History

Mapping  
functionality:

- Map Selected
- Map Filtered
- Send Direction

PDF & Excel  
Download  
Send directions by  
Site Row

Search functionality

Advance Search

Column filters &  
Sorting

**View Site**

Search functionality

Advance Search

PDF functionality

Excel functionality

**Workflow**

Close workflow  
button

Map, Edt, Trash  
buttons

Column filters &  
Sorting

**Activity Card**

**Add Activity Card**

- Select:
- Action Type
  - Vehicle
  - Start Time
  - Hours Type

**View Activity Card**

- Approve selected Activity Card
- Add New “+”
- Advanced Filter Search
- PDF & Excel Download
- Sign-in Location indicator
- Edit & Trash Buttons
- Column filters & Sorting
- Expand Row “+”
- Edit entry once expanded

**Service Requests**

**Batch SR Assignment Tool**

- Street or Satellite View of Map
- Filter SR Status:
  - Unassigned
  - Open & Pending Reinspection

Type of SR and questions to be verified by customer. Include Mosquito, Special Events, etc. Changes made to existing system will be migrated to Gen3 system

RM 9420 - SR Types “Wildlife”

RM 9389 - Pending Status category with icon/rules

RM - Rodent Report

- Open Unresponded
- “Laso” or create block around SR to select and reassign

Pending Public Queue:

Convert to internal SR functionality

PDF & Excel Download  
Column filters & Sorting

View Public Page

Map functionality  
Satellite functionality  
To submit Service Request functionality  
Address submission window

Map functionality  
To submit Service Request functionality

Anonymous  
Contact Info  
Contact Address  
SR Types

Specific data, planned and completed missions illustrated on Public Map Page to be defined by SMCMVCD  
Provide “Find my address” button

Specific data, planned and completed

missions illustrated on Public Map Page to be defined by SMCMVCD

**Inventory Mgmt.**

Inventory Item Lot	Add functionality PDF & Excel Download Actions/Edit Column filters & Sorting		
Inventory Reconciliation List	Edit functionality Column filtering & Sorting Excel & PDF Download buttons t	End Date, Reconciled On and Title Fields Link to each item	
Manage item	Search by Trade/Item <input type="text"/>	Current Available in Warehouse, Including all lot transactions	Click to view location Summary
	Inventory Item ID		

**Settings**

Super Admin Settings	Email	<ul style="list-style-type: none"> <li>● From Email Name</li> <li>● Administrator Email ID</li> <li>● Mail Footer</li> <li>● Mail Header</li> <li>● Save Changes</li> </ul>
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Power BI	Power BI Embed URL
Public Map	<ul style="list-style-type: none"> <li>● Planned Treatment Polygon check Y/N</li> <li>● Planned Treatment Polygon within the next days (Aerial) - Enter # Days</li> <li>● Planned Treatment Polygon within the next days (Ground) - Enter # Days</li> <li>● Past Mission - Treatment Polygon - Check Y/N</li> <li>● Past Mission Treatment Polygon in past days (Aerial) - Enter # Days</li> <li>● Positive Bird Data in Current Year - Check box Y/N</li> <li>● Past Mission - Treatment Polygon in Past Days (Ground) - Enter # Days</li> <li>● Positive Mosquito pool data in the current year - Check Y/N</li> <li>● Aedes Aegypti presence in a trap in current year - Check Y/N</li> <li>● SR Form Success Message - Enter message</li> <li>● SR Form Fail Message - Enter Message</li> <li>● SR Form Duplicate Entry Message - Enter Message</li> <li>● Service Request Message - Enter Message</li> <li>● Legend Text Positive Mosquito - Enter Message</li> <li>● Legend Text Positive Bird - Enter Message</li> <li>● Legend Text Aedes Aegypti - Enter Message</li> <li>● SR Form Success Additional Link - Enter link</li> <li>● Legend Text - Planned Treatment (Ground) - Enter text</li> <li>● Legend Text - Planned Treatment (Aerial) - Enter Text</li> <li>● Legend Text - Past Mission/Treatment (Aerial) - Enter Text</li> <li>● Legend Text - Past Mission/Treatment (Ground) - Enter Text</li> <li>●</li> </ul>
Site	<ul style="list-style-type: none"> <li>● Possible pre-existing site matches within (Ft) - Enter Value</li> <li>● Activity Card - Possible pre-existing site matches within (Ft) - Enter Value</li> </ul>

- Operation identification/Permit Number - Enter Value
- Default Site Type for Mosquito Service Request - Select from Dropdown which originates from Master Mangement > Site Type
- Default Site Sub Type for Mosquito Service Requests - Select from Dropdown which originates from Master Mangement > Site Sub Type
  - Default Site Type for \_\_\_\_\_(i.e. Segment) Service Request - Select from Dropdown which originates from Master Mangement > Site Type
  - Default Site Sub Type for \_\_\_\_\_(i.e. Segment) SService Requests - Select from Dropdown which originates from Master Mangement > Site Sub Type
- Default Site Property for Service Request - Select from Property List which originates from Master Management > Properties

General	Support Phone # - Enter Value
---------	-------------------------------

- |            |   |
|------------|---|
| Appearance | <ul style="list-style-type: none"> <li>● Max No of Records in Exce - Enter Value</li> <li>● No of Records Per Page - Enter Value</li> <li>● Max No of Records In PDF - Enter Value</li> </ul> |
| Invoice    | <ul style="list-style-type: none"> <li>● Invoice Footer - Enter Text</li> </ul>   |

County Specific Info	License Number Couty Number Enter Values
----------------------	--

- |         |  |
|---------|--|
| IOS Map | <ul style="list-style-type: none"> <li>● Street Max Zoom Level</li> <li>● Street Map</li> <li>● Street Min Zoom Level</li> <li>● Satellite Min Zoom Level</li> </ul> |
|---------|--|

MapVision® G3 Requirements Specification

			<ul style="list-style-type: none"> <li>● Satellite Max Zoom Level</li> <li>● Satellite Map</li> </ul>
Surveillance	Abundance and Pools Map	<ul style="list-style-type: none"> <li>● Map, Filter and Tabular View</li> <li>● Map View: Satellite or Street</li> <li>● Zoom +/-</li> </ul>	<p><b>Please duplicate from Contra Costa's MapVision system</b></p>
		<p>Advance Search:</p> <ul style="list-style-type: none"> <li>● Side ID</li> <li>● Trap ID</li> <li>● XRef</li> <li>● VS Code</li> <li>● City</li> <li>● Zone</li> <li>● Trap Type</li> <li>● Trap Placed Date</li> <li>● Trap Collected Date</li> </ul>	<p>Upon filtering, Tabular entry includes:</p> <ul style="list-style-type: none"> <li>● Trap ID</li> <li>● Trap Type</li> <li>● Site ID/Name</li> <li>● Placed Date</li> <li>● Collected Date</li> <li>● Counted On Date</li> <li>● Mosq Y/N</li> <li>● Trap Condition Dropdown selection</li> <li>● VectorSurv Check Box Y/N</li> <li>● Malfunction Check Box Y/N</li> <li>● Notes</li> <li>● Lab Wor Complete check box</li> <li>● Save</li> </ul>
			<p>Record via Species list</p> <ul style="list-style-type: none"> <li>● Male</li> <li>● F-Mixed</li> <li>● F- Unfed</li> <li>● F- Blood Fed</li> <li>● F- Gravid</li> <li>● Sum F</li> <li>● F-in-Pool</li> <li>● Trash icon</li> <li>● Add Row +</li> </ul> <p>Add Pools</p> <ul style="list-style-type: none"> <li>● Pool ID</li> <li>● Species Dropdown Selection</li> <li>● Trap Selection (Auto Subtracts)</li> <li>● No of Mosquitos</li> <li>● Sex/Condition</li> <li>● Pool Size</li> <li>● Trash</li> <li>● Add Row +</li> </ul>
	Adult Trap Identification	Advanced Filter Search	

<p>PDF &amp; Excel Download</p> <p>Add new</p>	<p>Table includes:</p> <ul style="list-style-type: none"> <li>Action Buttons; Trash, Edit &amp; + for adding Heightened Surveillance Plan</li> <li>Zone</li> <li>Male &amp; Female Count</li> <li>Lab Work Complete Y or N</li> <li>Comments</li> </ul>	<p>Column Headers:</p> <ul style="list-style-type: none"> <li>ID</li> <li>Vector Surv Site Code</li> <li>Trap Type</li> <li>Employee</li> <li>Trap Placed</li> <li>Trap Collected</li> <li>Site Name</li> <li>City</li> </ul>	<p>Double Click on a row to view:</p> <ul style="list-style-type: none"> <li>Trap Details, Lab Data &amp; VectorSurv Tab with specific details of trap, map, data and VS data</li> </ul>
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<p>Heightened Surveillance</p>	<p>Advanced Filter Search</p> <p>PDF &amp; Excel Download</p>	<p>Tabular Data includes:</p> <ul style="list-style-type: none"> <li>Actions; Edit</li> <li>HS ID</li> <li>Site ID</li> <li>Address</li> <li>Issue</li> <li>Comment</li> <li>Created Date</li> <li>Radius</li> <li>No of Traps</li> <li>Trap Placed</li> </ul>	<p>Double click on a row to view:</p> <ul style="list-style-type: none"> <li>HS Details</li> <li>Inset map of location</li> <li>Save &amp; Preview</li> <li>Close</li> <li>Save &amp; Generate HS</li> </ul>
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<p>Larval Sample Identification</p>	<p>Advanced Filter Search</p> <p>PDF &amp; Excel Download</p>	<p>Tabular Data includes:</p> <p>Action buttons;</p> <ul style="list-style-type: none"> <li>Edit</li> <li>Create HS Plan "+"</li> </ul>	<p>Column Headers:</p> <ul style="list-style-type: none"> <li>Larval ID</li> <li>Xref #</li> <li>Activity ID</li> <li>Action</li> <li>Avg Larvae/Dip</li> <li>Total Larvae</li> <li>Eggs</li> <li>Pupae</li> </ul>
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Column Filters and Search	<ul style="list-style-type: none"> <li>• Site ID</li> <li>• Site Name</li> <li>• SR ID</li> <li>• Dips</li> <li>• Employee</li> </ul>	<ul style="list-style-type: none"> <li>• Lab Work complete Y/N</li> <li>• Date/Time</li> <li>• Notes</li> </ul>
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Manage Carcass	<p>Advanced Filter Search</p> <p>PDF and CSV Download</p> <p>Column Filters and Search</p> <p>Actions: Edit &amp; HS Link</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>• Actions</li> <li>• Lab Results</li> <li>• ID</li> <li>• Action</li> <li>• SR ID</li> <li>• VectorSurv Gate</li> <li>• Address</li> <li>• Zone</li> <li>• City</li> <li>• Surroundings</li> <li>• Species</li> <li>• Employee</li> <li>• Notes</li> <li>• Carcass Found</li> <li>• Carcass Tested</li> <li>• Lab Work Complete</li> <li>• Date</li> </ul>
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Manage Pool Test	<p>Advanced Filter Search</p> <p>PDF and CSV Download</p> <p>Column Filters and Search</p> <p>Actions: Trash, Edit &amp; HS Link</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>• Actions</li> <li>• ID</li> </ul>
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		<ul style="list-style-type: none"> <li>● Trap ID</li> <li>● Site ID</li> <li>● VectorSurv Gate</li> <li>● VectorServ Site</li> <li>● Trap Type</li> <li>● Employee</li> <li>● Pool Created</li> <li>● Species</li> <li>● Agent (Status)</li> <li>● Notes</li> </ul>
Tick Pools/Test List	<p>Advanced Filter Search PDF and CSV Download</p> <p>Column Filters and Search</p> <p>Actions: Trash, Edit &amp; HS Link</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● Actions</li> <li>● Pool ID</li> <li>● Tick ID</li> <li>● Block ID</li> <li>● Block Name</li> <li>● Site ID</li> <li>● Employee</li> <li>● Date Created</li> <li>● Species</li> <li>● Type</li> <li>● Pool Quantity</li> <li>● Agent</li> <li>● Notes</li> </ul>
Sentinels Collections and Testing List	<p>Add New Entry “+”</p> <p>Advance Filter Search PDF and CSV Download</p> <p>Column Filters and Search</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● Actions</li> <li>● ID</li> </ul>

	<ul style="list-style-type: none"> <li>● VectorSurv Sentinel ID</li> <li>● Year</li> <li>● Site ID</li> <li>● Site Name</li> <li>● City</li> <li>● Zone</li> <li>● Collection Data</li> <li>● Comments</li> </ul>
Actions: Edit & Trash	

Sentinel Flocks/Bands	<p>Add New Entry “+”</p> <p>PDF &amp; CSV Download</p> <p>Column Filters and Search</p> <p>Actions: Edit &amp; Trash</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● Actions</li> <li>● ID</li> <li>● VectorSurv Site Code</li> <li>● VectorSurv Flock ID</li> <li>● Year</li> <li>● Site ID</li> <li>● Site Name</li> <li>● City</li> <li>● Zone</li> <li>● Bands</li> <li>● Status (Active/Inactive)</li> </ul>
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Tick Surveillance List	<p>Add New Entry “+”</p> <p>PDF &amp; CSV Download</p> <p>Column Filters and Search</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● Actions</li> <li>● ID</li> <li>● Employee</li> <li>● Tick Collection</li> <li>● Block Name</li> <li>● Site ID</li> <li>● Site/SR Name</li> <li>● Address</li> <li>● City</li> </ul>
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Actions: Edit & Trash

- Zone
- Pool

Manage Rodent

Use new form provided by San Mateo

Heightened Surveillance

Add New Entry “+”

PDF & CSV Download

Column Filters and Search

Actions: Edit

Column Data:

- Actions
- ID
- Site ID
- Address
- Issue
- Comment
- Created Date
- Radius

GAP?

Resistance Test

Add New

Column Filter & Search

PDF & CSV Download

Actions: Delete, Edit, Trash

Column Data:

- ID
- Date
- Year
- Tested By
- Species
- Material
- Zone
- Site ID
- Site Name
- Site Address
- City

Discuss with SM to retain Larval Resistance. Otherwise deploy when new Larval & Adult Resistance is created for Gen 3

Not used in G2, not needed in G3 at this time!

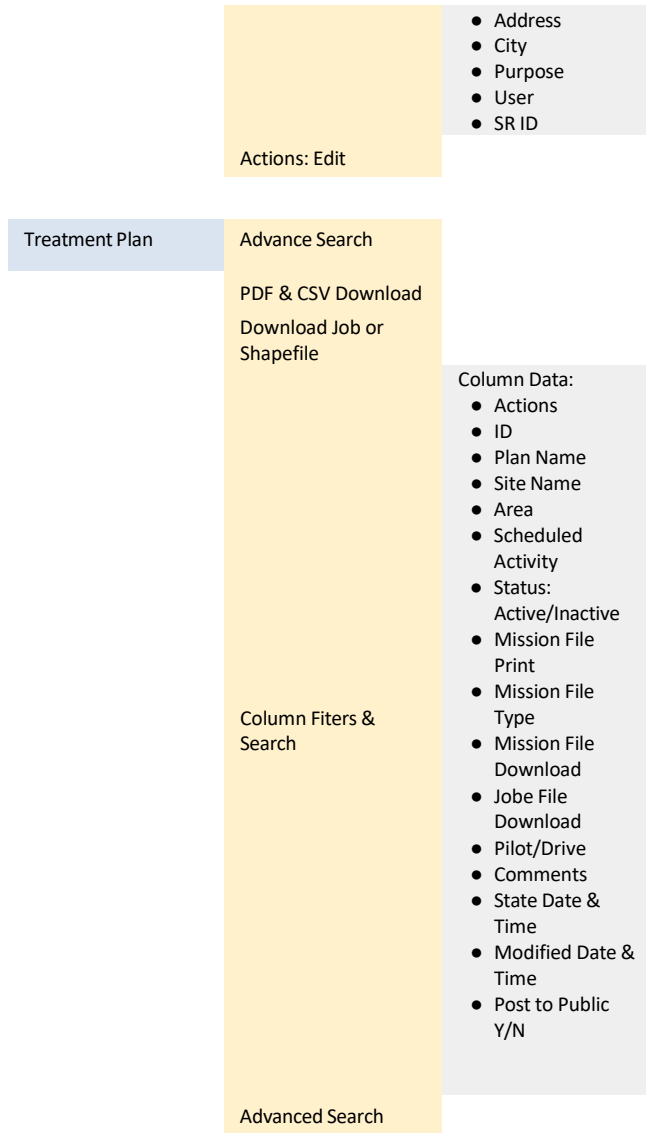


# MapVision® G3 Requirements Specification

GAP	Parcel Inspection Plan	<p>Add</p> <p>PDF &amp; CSV Download</p> <p>Actions: Delete, Edit</p> <p>Column Filter &amp; Search</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● ID</li> <li>● Site ID</li> <li>● Added Date</li> <li>● Radius</li> <li>● No of Teams</li> <li>● Team Members</li> </ul>	Parcel APN	<p>* Obtain current Parcel Data from San Mateo - Parcel integration provides the user the ability to view each parcel boundary and associated information on the technicians' field map. All site(s) within a parcel boundary will be linked to the parcel ID. The parcel information will also be associated with the Swimming Pool Imagery Classification Workflow (if available).</p>
NO LONGER USED	Field Link Parcel Inspection	<p>View on Map</p> <p>Actions: Edit</p>		Explain to Casey	
Operations	Route	<p>Route List</p> <p>Map Selected</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● ID</li> <li>● Name</li> <li>● Length</li> <li>● Comments</li> <li>● Date</li> </ul>		
	Treatment Item	<p>Advanced Search</p> <p>PDF and CSV Download</p> <p>Column Fiter &amp; Search</p>	<p>Column Data:</p> <ul style="list-style-type: none"> <li>● Actions</li> <li>● ID</li> <li>● Date</li> <li>● Start</li> <li>● End</li> <li>● Material</li> </ul>		

	<ul style="list-style-type: none"><li>● Ingredient</li><li>● Max</li><li>● Min</li><li>● Equipment</li><li>● Amount</li><li>● Area</li><li>● Item Actual App Rate</li><li>● Material Target App Rate</li><li>● Site ID</li><li>● Site Name</li><li>● Xref</li><li>● Address</li><li>● City</li><li>● Purpose</li><li>● User</li><li>● SR ID</li></ul>
Actions: Edit	

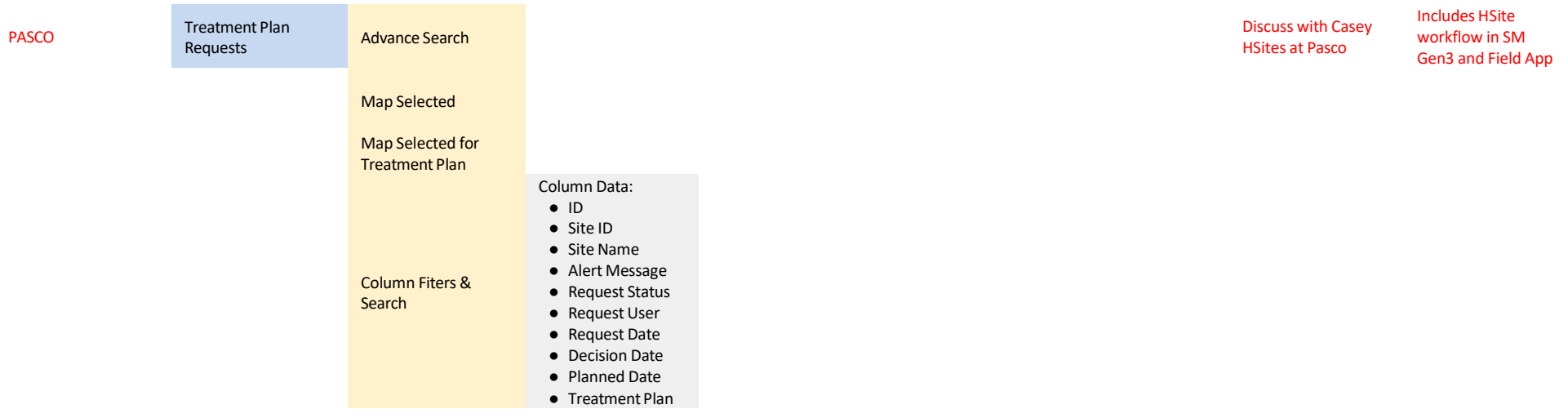
Treatment Material	Advanced Search PDF and CSV Download	
	Column Fiter & Search	Column Data: <ul style="list-style-type: none"><li>● Actions</li><li>● ID</li><li>● Date</li><li>● Start</li><li>● End</li><li>● Material</li><li>● Ingredient</li><li>● Max</li><li>● Min</li><li>● Equipment</li><li>● Amount</li><li>● Area</li><li>● Item Actual App Rate</li><li>● Material Target App Rate</li><li>● Site ID</li><li>● Site Name</li><li>● Xref</li></ul>



Aerial & Ground  
Workflow

# MapVision® G3 Requirements Specification

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## MapVision® G3 Requirements Specification

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	PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions: Edt &amp; Trash</li><li>● ID #</li><li>● Title</li><li>● Description</li><li>● Status</li></ul>
Application Type	Add New Set Active/Inactive Actions: Edit & Delete PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions</li><li>● ID #</li><li>● Title</li><li>● Status</li></ul>
Bird Status	Add New Set Active/Inactive Actions: Edit & Delete PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions</li><li>● ID #</li><li>● Description</li><li>● Status</li></ul>
Breeding	Add New	

Set Active/Inactive  
Actions: Edit &  
Delete  
PDF & Excel  
Download  
Column Sort and  
Search

- Actions
- ID #
- Name
- Status

Calibration

Add New

Set Active/Inactive  
Actions: Edit &  
Delete  
PDF & Excel  
Download  
Column Sort and  
Search

- Actions
- ID #
- Date
- Equipment
- User
- Equip Capacity
- Tip
- Make
- Size
- Swath Width
- Pump
- Pressure
- Flow Rate Run 1
- Flow Rate Run 2
- Flow Rate Run 3
- Avg Flow Rate
- Avg
- Added Date
- Status

City

Add New

Set Active/Inactive Actions: Edit & Delete PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID #</li><li>● City</li><li>● City Code</li><li>● County</li><li>● Default Y/N</li><li>● Status</li></ul>
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County	Add New Set Active/Inactive Actions: Edit & Delete PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions: Edit</li><li>● ID #</li><li>● County</li><li>● County Code</li><li>● State</li><li>● Default Y/N</li><li>● Status</li></ul>
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Equipment	Add New Set Active/Inactive Actions: Edit & Delete PDF & Excel Download Column Sort and Search
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- Actions: Edit & Trash
- ID #
- Equipment Code
- Description
- Year
- Model
- Inc State
- Date of Purchase
- Purchase Cost
- Category
- Field Use
- Service Start
- Service End
- Purpose
- Display on Site Treatment
- Status

Holiday

- Add New
- Set Active/Inactive
- Actions: Edit & Delete
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit
- ID #
- Title
- Date
- Status

Inventory Reconciliation Variance List

- Add New
- Set Active/Inactive
- Actions: Edit & Delete



PDF & Excel  
Download  
Column Sort and  
Search

- Actions: Edit & Trash
- ID #
- Variance Reason
- Status

Issue Type List

Add New  
Set Active/Inactive  
Actions: Edit &  
Delete  
PDF & Excel  
Download  
Column Sort and  
Search

- Actions: Edit & Trash
- ID #
- Name
- Status

Item Master

Add New  
Set Active/Inactive  
Actions: Edit &  
Delete  
PDF & Excel  
Download  
Column Sort and  
Search

- Actions: Edit & Trash
- Estimated Inventory;
  - Manage
  - Add Lot
- ID #
- Trade name
- Unit

- Application Type
- Actively Used
- Is Tracked?
- Registration
- Common Name
- Description
- Registrant

KML

- Add New
- Set Active/Inactive
- Actions: Edit & Delete
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID #
- Name
- Show in Field Map Yes/No
- Default Display Y/N
- Added Date
- Status

Pasco

Larval Surveillance Range List

- Add New
- Set Active/Inactive
- Actions: Edit & Delete
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID #
- Range Start
- Range End

- Status

Maintenance

- Add New
- Set Active/Inactive
- Actions: Edit & Delete
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID #
- Name
- User
- Type
- Action
- Description
- Hours
- Mileage
- Service Date Time
- Next Service Date
- Added Date
- Status

Maintenance Sub Type

- Add New
- Set Active/Inactive
- Actions: Edit & Delete
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID #
- Type
- Sub Type

# MapVision® G3 Requirements Specification

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- Created Date
- Status

Maintenance Type

Add New

Set Active/Inactive

Actions: Edit & Delete

PDF & Excel Download

Column Sort and Search

- Actions: Edit & Trash
- ID #
- Type
- Created Date
- Status

GAP?

Merge Site

Not required in G3 per discussions with SM and LEA. Will handle on backend if needed

Material Master

Add New

PDF & Excel Download

- Actions: Edit & Trash
- ID
- Trade Name
- Application Type
- Material Code
- Unit of Measure
- Actively Used
- Report to State
- Billable Y/N

Notification Type	<p>Add New</p> <p>Set Active/Inactive</p> <p>Actions: Edit &amp; Delete</p> <p>PDF &amp; Excel</p> <p>Download</p> <p>Column Sort and Search</p>	<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID</li><li>● Name</li><li>● Type</li><li>● Code</li><li>● Description</li><li>● Status</li></ul>
Notification Users	<p>Add New</p> <p>Set Active/Inactive</p> <p>Actions: Edit &amp; Delete</p> <p>PDF &amp; Excel</p> <p>Download</p> <p>Column Sort and Search</p>	<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID</li><li>● Type</li><li>● User</li></ul>
Pathogens	<p>Add New</p> <p>Set Active/Inactive</p> <p>Actions: Edit &amp; Delete</p> <p>PDF &amp; Excel</p> <p>Download</p>	

Column Sort and Search	<ul style="list-style-type: none"> <li>• Actions: Edit &amp; Trash</li> <li>• ID</li> <li>• Title</li> <li>• Surveillance Type</li> <li>• Status</li> <li>• Calsurv Status</li> </ul>
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Population Classification	<ul style="list-style-type: none"> <li>• Add New</li> <li>• Set Active/Inactive</li> <li>• Actions: Edit &amp; Delete</li> </ul>	<ul style="list-style-type: none"> <li>• Actions: Edit &amp; Trash</li> <li>• ID</li> <li>• Name</li> <li>• Status</li> </ul>
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GAP

Pool Classification Types	<ul style="list-style-type: none"> <li>• Add New</li> <li>• Set Active/Inactive</li> <li>• Advance Search</li> <li>• PDF &amp; Excel Download</li> <li>• Column Sort and Search</li> </ul>	<ul style="list-style-type: none"> <li>• ID</li> <li>• Pool Classification Type</li> <li>• Pool Image Folder Link</li> </ul>
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Not Required for San Mateo G3 at this time. Associated with Pool Classification and Parcel on Main Menu (Alameda)

- Status

Pasco

Positive Radius	Add New
	Set Active/Inactive
	Advance Search
	PDF & Excel Download
	Column Sort and Search

- Actions: Edit & Trash
- ID
- Title
- Surveillance Type
- Status
- Calsurv Status

Rules	Site Rules or Other Rules (Static: Legend Name and image/icon))
	Add New
	PDF & Excel Download
	Column Sort and Search

- Actions: Edit & Trash
- ID
- Priority
- Site Type
- Site Sub Type
- Description
- Image (icon)
- Operation Type
- Operations
- Rule

Add icons for Residual "R30, etc." like Pasco

## MapVision® G3 Requirements Specification

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GAP

Rodent Pathogens

Add New  
Set Active/Inactive  
Advance Search  
PDF & Excel  
Download  
Column Sort and  
Search

- Columns:
- Actions: Edit & Trash
- ID
- Title
- Status

Sample Type

Add New  
Set Active/Inactive  
Advance Search  
PDF & Excel  
Download  
Column Sort and  
Search

- Actions: Edit & Trash
- ID
- Sample Type
- Surveillance Type
- Status
- Calsurv Status

Sentinel Pathogen  
Positive Radius List

Add New  
Set Active/Inactive



	PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID</li><li>● Type</li><li>● File Extension</li><li>● Status</li></ul>
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Site Document Type	Add New Set Active/Inactive Advance Search PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID</li><li>● Type</li><li>● File Extension</li><li>● Status</li></ul>
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Site Flag List	Add New Set Active/Inactive Advance Search PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID</li><li>● Name</li><li>● Status</li></ul>
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Site Property

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Property
- Status

Site Sub Type

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Site Sub Tupe
- Site Tupe
- Status
- Default Icon

Site Type

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Category
- Segment
- Site Kind (Point, Block, Line)
- Status

Site Type Visit

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Abbreviation
- Description
- Segment
- Status

Species

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Category
- Genus
- Description
- Default Display Order
- Larval Site (LS)

		<ul style="list-style-type: none"> <li>● Landing Rate (LR)</li> <li>● Adult Sample Pickup (ASP)</li> <li>● Report Abbreviation</li> <li>● Status</li> </ul>
Service Request Status	PDF & Excel Download	<ul style="list-style-type: none"> <li>● Actions: Edit</li> <li>● ID</li> <li>● SR Status</li> <li>● Status</li> </ul>
SR Types	Add New Set Active/Inactive Advance Search PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"> <li>● Actions: Edit</li> <li>● ID</li> <li>● SR Status</li> <li>● Status</li> </ul>
Standard Treatment	Add New Set Active/Inactive Advance Search PDF & Excel Download Column Sort and Search	<ul style="list-style-type: none"> <li>● Actions: Edit</li> <li>● ID</li> <li>● Material</li> <li>● Amount</li> <li>● Unit</li> </ul>

- Area Treated
- Unit of Measure
- Status

State

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit
- ID
- Material
- Amount
- Unit
- Area Treated
- Unit of Measure
- Status

Standard Treatment

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel Download
- Column Sort and Search

- Actions: Edit
- ID
- Material
- Amount
- Unit
- Area Treated
- Unit of Measure
- Status

Surrounding List

	Add New	
	Set Active/Inactive	
	Advance Search	
	PDF & Excel	
	Download	
	Column Sort and Search	
		<ul style="list-style-type: none"><li>● Actions: Edit</li><li>● ID</li><li>● Material</li><li>● Amount</li><li>● Unit</li><li>● Area Treated</li><li>● Unit of Measure</li><li>● Status</li></ul>

Testing Lab	Add New	
	Set Active/Inactive	
	Advance Search	
	PDF & Excel	
	Download	
	Column Sort and Search	
		<ul style="list-style-type: none"><li>● Actions: Edit &amp; Trash</li><li>● ID</li><li>● Testing Lab</li><li>● Surveillance Type</li><li>● Status</li><li>● Calsurv Status</li></ul>

Testing Method List	Add New	
	Set Active/Inactive	
	Advance Search	
	PDF & Excel	
	Download	

Column Sort and Search

- Actions: Edit & Trash
- ID
- Testing Method
- Surveillance Type
- Status
- Calsurv Status

Testing Method Results

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Testing Results
- Surveillance Type
- Status
- Calsurv Status

Trap Conditions List

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Abbreviation

- Description
- Status

Trap Type

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Trap Type
- Code
- # of Nights
- Remove Traps
- Collect & Place Traps
- Display Order
- Trap Placed Icon
- Ready to Collect Icon
- Add Pool Y/N
- Status

Vehicle Equipment

- Add New
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Date
- Equipment
- Vehicle
- Changed By
- Status



Vehicles

- Add New
- Set Active/Inactive
- Advance Search
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Vehicle Name
- Assigned to
- VIN Number
- Year
- Model
- License
- Vehicle Type
- Asset Number
- Service Start
- Service End
- Status

Warehouse List

- Add New
- PDF & Excel
- Download
- Column Sort and Search

- Actions: Edit & Trash
- ID
- Name
- Description
- Active Date
- Fuel Pump Y/N

# MapVision® G3 Requirements Specification

Report	Tier I	<ul style="list-style-type: none"> <li>• Acres Treated</li> <li>• Action Type</li> <li>• Activity Map</li> <li>• Adult Count Report</li> <li>• DACS (FL)</li> <li>• Inv Cost Report</li> <li>• Inv Item Report</li> <li>• Inv Summary Report</li> <li>• NPDES</li> <li>• Product Use State Report</li> <li>• SR Report</li> <li>• Trap Type by Genus Bar</li> </ul>
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Recreate Tier 1 reports in PBI

Reports/Dashboards – Tier II & III	Admin	Four tiles
	Operations	Four tiles
	Surveillance	Four tiles

Direct G3 to link with existing G2 PBI Tier II Reports currently used by SM - Need plan to complete post go live

MapVision Customer Settings	Systems Settings	No of Records per Page Email
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From Email Name

	Administrator Email ID	
	Mail Footer	
	Mail Header	
General	Support phone	
Public Map	Legend Text - Planned Treatment (Aerial)	
	Planned Treatment polygon	Check on or off
	Planned Treatment polygon within the next days	
	Past Mission - Treatment Polygon	Check on or off
	Past Missions - Treatment Polygon in past days	
	Positive bird data in current year	Check on or off
	Positive mosquito pool data in current year	Check on or off
	<i>Aedes aegypti</i> presence in a trap in current year	Check on or off
	Tick Overall Infection %	Check on or off
	SR Form Success Message	
	SR Form Fail Message	
	SR Form Duplicate Entry Message	

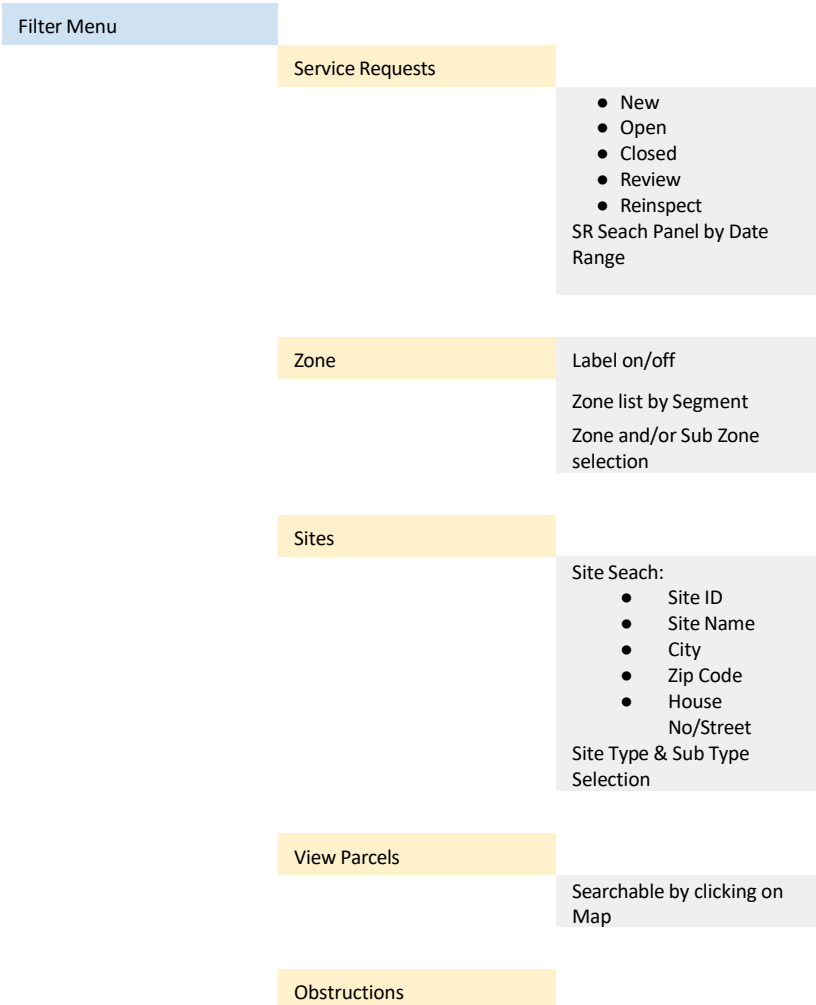
Confirmed Tick with SMCMVCD, No data integration needed at this time, but may request when LEA works on PBI

Service Request  
Message  
Legend Text -  
Planned Treatment  
(Ground)  
Legend Text -  
Positive Mosquito  
Legend Text -  
Positive Bird  
Legend Text - *Aedes  
aegypti*  
Legend Text - Tick  
Overall Infection  
Legend Text - Past  
Mission/Treatment

**Need to discuss Tick  
Surveillance with  
SMCMVCD**

Site	Possible pre-existing site matches within (Ft) Activity Card - Possible pre-existing site matches within (Ft) Operations Identification/Permi t Number License Number County Number
------	--

Main Map - Right Panel  
Functionalities



Retain SubZone from Gen2  
in Gen3 setup

Also related to HS and PIP

FAA Tower Sites Data Layer	
Site Block	
Site Block	<p>Map All Site Type Blocks</p> <p>Site Block Search:</p> <ul style="list-style-type: none"> <li>• Site ID</li> <li>• Site Name</li> </ul>
Routes	Map Routes
Treatment Plan	<p>Treatment Plan Search:</p> <ul style="list-style-type: none"> <li>• ID</li> <li>• Plan Name</li> <li>• Activity</li> <li>• Status</li> <li>• Date Range Search</li> </ul>
Treatment Plan Requests	<p>Search and map Treatment Plans by:</p> <ul style="list-style-type: none"> <li>• Blocks pending approval</li> <li>• Approved Blocks not included in Treatment Plan</li> <li>• Blocks included in Treatment Plan not treated</li> </ul>
Uncollected Traps	<p>For example:</p> <ul style="list-style-type: none"> <li>• CO2</li> <li>• BG Sentinel</li> <li>• NJ Light trap</li> </ul> <p><b>Defined in Master Management; For Example (CO2, NJLT, &amp; Gravid, BG Sentinel)</b></p>

- Gravid
- etc.

Positive Carcass

Positive Carcass Search by Date Range

- Past Week
- Past Month
- Past Quarter
- Past Year

Positive Mosquitoes

Positive Carcass Search by Date Range

- Past Week
- Past Month
- Past Quarter
- Past Year

Positive Sentinels

Positive Sentinel Search by Date Range

- Past Week
- Past Month
- Past Quarter
- Past Year

Lab Results

Trap Count

- Trap Count Search Date Range
- Trap Type
  - Filter by Species
  - Select Species

Larval Counts	Larval Count Search Date Range <ul style="list-style-type: none"> <li>● Trap Type</li> <li>● Filter by Species</li> <li>● Select Species</li> </ul>
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KML Layers	Selections defined in Master Management . Map selection listed
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Centering On	On/Off check box
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User Tracking	On/Off check box
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Legend	Click to open new browser window  Status Rules User defined Rules
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Routes	Map all "line sites or routes"
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Treatment Plan	Treatment Plan Search <ul style="list-style-type: none"> <li>● Plan ID #</li> <li>● Plan Name</li> </ul> Activity: <ul style="list-style-type: none"> <li>● Ground Lav or Adulticide</li> <li>● Larvicide Aerial or Groiund</li> </ul> Status: Completed or pending Date Range search
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Treatment Plan Requests	Blocks pending approval Approved Blocks not included in Treatment Plan Blocks included in Treatment Plan, not treated yet	
Uncollected Traps	Select one or more trap types to loan on the Field Map	
Positive Mosquito	Preset time frame search <ul style="list-style-type: none"> <li>● Past week</li> <li>● Past month</li> <li>● Past quarter</li> <li>● Past Year</li> </ul> Date Range Search	
Positive Sentinels	Preset time frame search <ul style="list-style-type: none"> <li>● Past week</li> <li>● Past month</li> <li>● Past quarter</li> <li>● Past Year</li> </ul> Date Range Search	
Lab Results	Trap Count	Date Range Search Trap Type Filter by Species (Select)
	Larval Count	
		Date Range Search Filter by Species (Select) Filter by Zone (Select)

Landing Rate	Date Range Serch
	Zone
	Sub Zone
	Side ID

Landing Rate	Date Range Serch
	Zone
	Sub Zone
	Site ID

Catch Basin (CB) Map	Zone
----------------------	------

**Not used in MV Gen 3 -  
Use Field Map and/or iOS  
Field App**

**Operations**

Route	Route List	Column Data:
	Map Selected	<ul style="list-style-type: none"> <li>● ID</li> <li>● Name</li> <li>● Length</li> <li>● Comments</li> <li>● Date</li> </ul>

Treatment Item	Advanced Search	Column Data:
	PDF and CSV Download	<ul style="list-style-type: none"> <li>● Actions</li> <li>● ID</li> </ul>
	Column Fiter & Seaech	<ul style="list-style-type: none"> <li>● Date</li> <li>● Start</li> <li>● End</li> </ul>

- Material
- Ingredient
- Max
- Min
- Equipment
- Amount
- Area
- Item Actual App Rate
- Material Target App Rate
- Site ID
- Site Name
- Xref
- Address
- City
- Purpose
- User
- SR ID

Main Map Bottom Panel  
Functionality

Activity Card

- Action Type Dropdown
- Vehicle (Auto or manual select) Dropdown
- Start Time - Auto populated
- Hours Type DropDown

Create

- Create Site
- Create Multiple Sites in a Batch
- Create Service Request
- Create Workflow
- Create Block
- Browse Block
- Create Treatment Plan
- Browse Treatment Plan
- Create Route
- Browse Route

Panel Window displays Site ID, Name Area and Action of selected blocks/polygons  
Advance Search:

- Site ID
- Site Name
- Site Type
- Zone
- Results, Select

MapTools	
Measure Distance	Start Latitude Start Longitude End Latitude End Longitude Distance Ft
Measure Area	Area Sq Ft
Address Search	Address Search Coordinate Format: <ul style="list-style-type: none"><li>• Decimal Degrees</li><li>• Degrees Minutes Seconds</li><li>• Degrees Decimal Mintes</li></ul> Latitude N/S Longitude E/W Locate or Cancel
Draw Circle	Select any Point on map or enter <ul style="list-style-type: none"><li>• Site ID</li><li>• Position Latitude</li><li>• Position Longitude</li><li>• Radius Slide Bar</li><li>• Distance</li></ul> Distance selector: <ul style="list-style-type: none"><li>• Mile</li></ul>

- Meters
- Feet

Proximity Search

Select any Point on map or enter

- Site ID
- Position Latitude
- Position Longitude
- Radius Slide Bar
- Distance

Distance selector:

- Mile
- Meters & Feet

User Tracking

Panel with User Info:

- User ID
- First name
- Last name
- Latitude
- Longitude
- Date
- Time
- Follow/Unfollow

Quick Search

Search by:

- Site ID
- X Ref
- SR ID
- Trap ID
- VectorSurv Site Code

Details

With AC started, select any point on map for additional site information:

- Side ID

- XRef #
- Zone #
- Send Directions
- Segment
- Name
- Address
- Type
- Sub Type
- Last Action Date & time
- Last Treated Date & Time
- Remaining Days for Residual product treatments
- Comments
- Action History
- Lab Larval History
- Trap History

## 5.6 General Functionality Descriptions:

- **User Interface**
  - Application consists of an internet site for internal operations
  - All web-based applications are based on date selectable data sets
  - **SMCMVCD** may create strategic response areas (Treatment Plans using blocks and/or ground mission zone shape files) for aerial and ground mission(s) or service request responses as part of the **Aerial and Ground Treatment Plan** feature
  - Both pre and post data sets can be projected over the digital satellite or Street maps
  - Web-service software is intended for operational purposes and for providing expedient consolidation of surveillance data, creation of response strategies, review of performance and for quick information to the public via internet website
  - System will maintain a Main Dashboard that provides general district information specific to current service requests in system, positive dead birds, positive mosquito pools, general District announcements, inventory reorder announcements MyTasks
  - System will maintain in real time all activities associated with the user logged into the system. Activities will include activity card items in progress, service requests in progress, trap collections assigned, workflows assigned to user, open billing items, dead bird pickups and lab/surveillance assignments
    - System will provide a link from the specific MyTask item to provide efficiencies and rapid access to accomplish the task
    - System will include all approved configurations defined by **SMCMVCD** during project requirement meetings and noted in this document
- **Master Management**
  - System will provide Master Management of various administrative tables for the District to manage. List of Master Management menus are reflected in the table above.
- **Activity Card**
  - System will provide all users the ability to access an activity card both on the “Server” and iOS “Field App”. On the server, AC signons will be identified by an icon reflecting which system an AC was started.
  - Activity cards provide the user the ability to select from a District defined list of actions such as inspection, larvicide, maintenance, treatments, travel, training, etc. to be performed
  - Activity card will at a minimum track all activities, start time, end time and total time associated with site inspections, service requests, larvicide/adulticide activities, all material treatments, larval and adult surveillance, site visits and any actions (activities) performed on a site



- **Mapping**

- Intranet and internet sites capable of displaying digital satellite mapping images and Street (animated) maps centered over **SMCMVCD's** geographic area
- Mapping tools include panning and zoom in/out
- Geocode address functions are provided
- Measuring tool is provided
- Click on a site and provide email directions to local device
- System will be built on MapBox maps including satellite imagery, street maps, terrain and other mapping layers
  - (Any new development in the area will be subject to MapBox availability only)
- System will provide users the ability to overlay additional mapping layers, specifically KML layers located in the Master Management menu
- All sites types such as mosquito, service request, residential, positive disease and other site types can be displayed geospatially over Field map and iOS Field App map
- Users can custom configure the User Preferences setting menu by selecting data sets such as certain site types and sub-types to be displayed on the map. User can customize data sets and save multiple Favorites on iOS Field App.
- User can temporarily display and hide any mapping data layer and associated data without modifying user preferences
- System is capable of tracking user's cellular location and displaying on the field map
- System will provide the user the option of setting the system to center on the user's real time location and be displayed on the field map
- System will update user's real time location based the administrators' configurable update frequency setting
- User will be able to easily zoom in and out of the map, pan the map, change mapping layer type (animated map, satellite and terrain)
- Navigation panels used to provide user interface with maps, data and layer controls are expandable and collapsible to maximize mapping workspace
- System will provide at a minimum map tools to include:
  - Measure distances in feet and meters
  - Measure are
  - Address Search
  - Draw Circle
  - Proximity Search - create a radius that can be "dragged" to increase or decrease the size of the radius, measure an area in acres using a free hand polygon drawing tool and search for an address

- The Field Map and iOS Field App map is for the purpose of users working in the field, typically technicians and lab personnel
- The Field Map will display the user's real time location and all site type icons to include mosquito sites, service requests, lab surveillance results for adult and larval mosquito populations, treatment blocks, and rain level data
- Users will be able to easily and efficiently create new SR and sites on the Server and Field App
- System will automatically open a site form and auto-populate the zone, latitude and longitude, addresses to include city, state and zip code and site type, site sub-type, based on User Preferences
- System will provide the user the ability to "drag" the site icon to any location desired in the site details and save the new location
  
- **Site Management**
  - System will maintain data associated with "Sites". A site is an object georeferenced on the map
  - System will provide for many types of sites, sub-types, property and flag types definable by the user
  - Site data will include but not be limited to site identification number, Xref #, site name, site type, site sub-type, one or many contact(s), phone number(s), comments, hazard flags, address, cross street, city, state, zone, latitude, longitude and CalSurv Site Code ID
  - System will provide user the ability to attach photograph(s) or file type such as PDF, Excel, Word, product labels, product material safety data sheets, etc.
  - System will provide user the ability to easily and quickly add new sites
  - Sites are geocoded and the system will provide a small map window to perform site location management
  - Sites will provide users with permission access and enable field editing of site data
  - System will prevent any user without permission access rights the ability to edit site data
  - System will provide the ability to define within a user's preferences what zone(s) to automatically load on a field map and within the zone(s), what site types, service request status (open, reviewed, closed or re-inspect), positive disease test results and other KML mapping layers
  - When performing work on a site, user will be able to:
    - View site details using a mouse roll over to provide summarized data about the site and view annotated information as well as site details with link to Site Details Page, Send Directions, Name, Address, Type, Sub Type, Last action, Last treated, Remaining Residual Days, VectorSurv Site Code and comments
    - Perform multiple Activity Operations to include;
      - Adult Sample Pickup

- o Adult Trap Surveillance
    - o Block creation
    - o Generate Special Notice if Applicable
    - o Larval Surveillance
    - o Site Treatment
    - o Site Visit
  - Perform larval surveillance including number of dips, average larvae per dip, larval stages identified, genus and if a larval sample has been taken to be submitted to the laboratory
  - Perform a site treatment to include material used, area treated, unit of measure, start and end time of treatment, meteorological conditions at time of treatment
  - Set and collect an adult trap to include trap set date, trap collection date, trap type, malfunction status, notes/comments
  - Take a landing rate count (LRC) of adult mosquitoes that would include a user selectable list of LRC count range and select one or multiple adult mosquito species type that have been identified by the technician
  - Perform a site visit to include the start and end time, site visit type from a pull-down list, re-inspection date and comments
  - Perform a site history report to include action type performed, date of work, employee, equipment used, material applied, unit of measure for material and area treated and comments/notes
  - Access adult trap history (dates set and collected only) for the site
  - Access larval surveillance history to include date, instar, species, notes, employee name
  - Create a polygon block and auto-calculate total acres
  - From the polygon block associated with the site, select a material and rate to be applied and auto-calculate total material to be applied to site block treatment area
  - Enter rain level in inches
  - View Operations History, Lab Larval and Trap History
- **Surveillance**
    - Displayed surveillance data including adult mosquito data
    - Displayed surveillance data includes trap site data
    - Specific surveillance count data are displayed numerically
    - All surveillance sites are geo-referenced based on latitude and longitude
    - Larval Surveillance activity card entry form
      - o Add Genus and Stages
    - Treatment polygons include ground and aerial larvicide polygons
    - Treatment polygons include all ground and aerial adulticide polygons
    - Treatment polygons include acres for each polygon
    - Treatment polygons include required product volume based on application rate of insecticide used

- “Routine” treatment polygons are saved and displayed
- New treatment polygons may be created and added to “routine” polygons
- Date selectable pre-treatment data for current or historical reference is available
- For blocks (polygons), provides capabilities to edit, select product, calculate acreage, cost based on rate and inventory lot
- Larvicide sources may have a residual period
- When entering treatment amounts, if the MIN MAX rate is below or exceeded, the technician is provided a warning before the system accepts the entry. Entries can be made either for area and/or amount.
- Based on field surveillance performed by technicians, if a larval sample is collected in the field, a record is automatically created in the laboratory. System will provide laboratory personnel the ability to efficiently and accurately identify the larval sample to include species, egg, instars 1, 2,3,4, pupae, average larvae per dip from field and lab, % breakdown by species, lab notes, and total count including number of larvae, eggs and pupae
- Following the identification of larval sample and after the Lab Work Complete box is checked, the updated larval sample results are visual to the field technicians on both the Field and Operation Planning Maps
- System will provide the ability for the laboratory to identify adult mosquito species from an adult trap. Identification should include trap ID, trap type, trap site ID, the date of trap placement, trap collection and trap identification.
- System will provide the ability to generate mosquito pool samples for virus testing. Test pool data should include but not be limited to test ID, site ID, date created, notes, pool #, pool size/quantity, species, test date, test lab, test agent (one or multiple), test method, status of test, test value results, received date and comments.
- System will provide for single or combined test agent selections
- System will provide the workflow and data sets for managing carcass (dead bird and squirrels)
- Dead bird and squirrel collection samples will include data associated with the sample: service request ID, surroundings, species, employee assigned to service request, field notes, date of carcass pickup
- Dead bird and squirrel tests sample will include test date, test method, sample type, value, status, lab notes and if a RNase card will be submitted to DART
- System provides for a concentrated or heightened surveillance feature – (Heightened surveillance feature was declined)
- System will provide the field technician an efficient method to move or drag the trap sites into the actual geographic location the actual trap was deployed

- System will provide the following fields of data for the **heightened surveillance**: ID, issue, trap ID, site details, date created, area radius, number of traps, type of trap and a geospatial map displaying the focal point, all traps and circle radius
  - System will provide a **parcel inspection program** for concentrated door-to-door data collection associated with surveillance and treatments
  - Parcel inspection plan will include ID, site location, radius, number of teams, team members, incident type
  - **Not Required - System will provide pesticide resistance management - Need to discuss with SM**
- **Lab**
    - Multiple types of traps can be defined in Master Management
    - Identification and abundance of mosquito larvae and adults to species are managed in Surveillance Menu
    - Mosquito pools can be generated in MapVision and submitted if applicable
    - Positive mosquito pools by trap site will be available on Field Map
    - Carcass Management - Carcasses are created as Service Requests and can be assigned to a particular staff person or by zone/tech
- **Treatment**
    - Treatment polygons include ground and aerial larvicide polygons
    - Treatment polygons include all ground and aerial adulticide polygons
    - Provides ability for admin and/or pilots to edit, organize, modify redraw polygons while preserving original data on MapVision
    - Treatment polygons include acres for each polygon
    - Treatment polygons include required product volume based on application rate of insecticide used
    - Single or multiple polygons may be selected for downloading to aircraft
    - “Routine” treatment polygons are saved and displayed
    - New treatment polygons may be created and added to “routine” polygons
    - Date selectable pre-treatment data for current or historical reference is available
    - For blocks (polygons), provides capabilities to edit, select product, calculate acreage, cost based on rate and inventory lot
    - Calculates area treated based on swath width
    - Larvicide sources may have a residual period
    - When entering treatment amounts, if the MIN MAX rate is below or exceeded, the technician is provided a warning before the system accepts the entry
    - -OR- allows the technician to override the error message based on District protocols
    - **H-Site polygon parent and child creations, editing and approval process for aerial larviciding workflow - Include in Gen3**

- **Review**

- Date selectable post-treatment data
- Display multiple ground and aerial application missions to include flight path, spray switch status, mission data such as date, time and other georeferenced data on satellite or animated maps
- Ground missions to be uploaded from current ULV systems via thumb drive
- Display public's complaints to include address, geo-coded location, specific service request to be determined by **SMCMVCD**, optionally print each service request, post service request response (work complete) to Intranet/internet website
- Historical data sets are maintained and retrievable based on date of occurrence
- Record time for technicians in minutes

- **Traps**

- Add adult trap and or temp trap to include name, latitude/longitude and trap type
- Provide the user the ability to set traps and collect traps through the Surveillance Menu or on the Field Map; malfunctioning traps can be noted at time of collection or during identification process
- Master Management "Trap Type" will allow the technician to define type of trap, number of trap nights, Collect Only or Collect and Place, preferred species, and whether traps are used for pooling
- District trap icon will indicate the trap location, and allow clicking on the icon to enter trap place/collection information
- Notes section is available at time of collection for additional details
- Once a trap is collected, the traps-sample is held in the Surveillance menu as an "Open" status to be identified
- After traps are identified and checked as "Lab Work Complete", the data moves to a "Closed" status and is available on the Field and Operations Planning Map

- **Service Requests**

- System is capable of creating service requests from public call ins and is capable of accepting service requests submitted through the system's District public website form
- Public service requests submitted will be placed in a pending public service request for review and acceptance into MapVision SR workflow
- Display public's service requests over digital satellite maps and animated maps
- Once posted as new, Service Request will be assigned based on zone and/or technician
- Technician can create SR in field via tablet or laptop
- Service requests submitted electronically through the public website can be converted to a new service request subsequent to the review process
- Service requests can be electronically transferred to the assigned representative in real time in the field

- When creating a service request, system will search the public contact information database and auto-populating all data associated with the contact
- System will automatically geocode the address location and assign the zone to the address
- System will accommodate the site location if it is a different location than the caller location
- System will provide the ability to allow the caller to remain anonymous
- System will allow user to move the service request icon to the physical geographic location of the service to be provided if different from the physical address of the caller
- System is capable of requiring certain data fields to be entered, otherwise a service request will not be created
- **Service request types will include mosquitoes and ....**
  - Detailed forms and questions for each service request type must be provided by **SMCMVCD**. Other SR Types will need definition from **SMCMVCD**
- Field technician will be able to review service request, responding, completing, reinspection or reassigning the service request to another technician or supervisor
- Site(s) can be associated with a service request if required by the technician or supervisor
- All service request action history and treatment history are easily and rapidly accessible by user
- When interacting with the service request map icon, user must be provided with detailed information without opening the service request using a cursor “roll over” technique
- Service request are managed through a workflow validation process to include open, un-responded, reviewed , closed or re-inspect
- Track service requests by name, address and IP address
- Service request status: Open, ignore, close, reinspect, review, unacceptable
- Service request types are defined in Master Management “SR Types”
- Display completed SRs on map based on user preference settings
- Search notes for prior SR submissions – Button for history
- Add “No Spray” locations
- Technicians will be able to create service requests in the field
- Service request icons provide a unique design designating a service request and displayed on field map
- Administrators and supervisors will be capable of batch assigning service requests to a technician through an interactive map

- **Inventory management**

- System will provide a real time inventory item and material list that contains information related to materials used in operational applications
  - Supervisor must make transfer from all trucks to warehouse before reconciliation.
- Inventory item data will include, but not be limited to, inventory item ID, trade name, current inventory amount and associated unit of measure, all inventory warehouse locations and the total available inventory on hand and a transaction journal with transaction date, amount, unit of measure, lot number, date received, physical count and employee responsible for transaction
- Inventory materials will contain the material name, CDPR registration number, material description, unit of measure for inventory and reports, activity card default unit, unit cost, ability to create product mix sheets consisting of one or multiple inventory items, the mixture ratios, the materials' minimum, maximum and target rate and material residual efficacy value
- System will provide the user the ability to add one or unlimited number of inventory locations to include warehouse(s), trucks, or other locations
- Inventory provides for Lot # and financial tracking management as well as inventory locations.
- System will provide Reconciliation workflow for monthly inventory management

- **Lab inventory management:**

**Not Required in Gen3**

- System will provide an inventory list that contains information related to products, equipment and "kits" used in the lab.
- Inventory item data will include, but not be limited to, inventory item ID, trade name, current inventory amount the total available inventory on hand and a transaction journal with transaction date, amount, unit of measure, lot number, date received, physical count and employee responsible for transaction

- **Maintenance**

- System will provide the ability to select equipment in inventory, select date of calibration, three flow rate checks, auto-calculate average flow rate
- System will provide a maintenance log for any equipment owned by the District. System should maintain current and historical maintenance performed on any equipment to include, but not limited to, vehicles, foggers, fire extinguishers, etc.
- For vehicle maintenance, system should maintain current and historical maintenance performed, service dates, next service date, current mileage and total hours of work performed



- **Public website**
  - **SMCMVCD** to define what data is available for public viewing from recordings
  - Public website views proposed ground and aerial adulticide spray block(s) projected over digital satellite maps
  - Public website views proposed ground and aerial larvicide spray block(s) projected over digital satellite maps
  - Public entry/display of specific address and physical location relative to scheduled ground and aerial adulticide and larvicide treatments
  - Public entry/display of address and location relative to historical ground and aerial adulticide and larvicide treatments
  - Public submission of service requests capability
  - Zoom into specific locations of digital satellite and or animated maps
  - Zoom out from digital and or animated maps
  - View maps as digital, animated or combined overlay
  - Pan map using cursor hand
  - Allow view of past (look back for a week only) and future polygons (treatments) planned
  - Public-generated service requests will be implemented
  
- **Implementation**
  - **Data migration – SMCMVCD has elected to integrate and load historical data sets**
    - **LEA is not responsible for “bad” or incomplete data, must be edited and “fixed” in G2 prior to migration**
    - **Alternative option - provide all data in PBI**
  - LEA creates a relational database for MapVision
  - Independent third-party server
  - Implement MapVision iOS Field App and iOS ULV FC App
  - Define SR type questions and other customer definitions and business rules applicable
  - Data entry forms allow entry from remote and office computer locations and provide documentation of data entry
  
- **MapVision iOS Field App**
  - Real-time connectivity to the MapVision Data Management System
  - Real-time data-exchange for retrieving data sets associated with all aspects of vector control operations such as timecard based operations, source inspections, service requests, and historical data
  - Real-time data collection associated with all vector control operations performed by field technicians
  - Location services utilized to track and portray on the server the location of each iPad in the field
  - Off and on line capabilities . Offline only for operational actions except SR Review

- Real-time retrieval and addition of data collection to and from the MapVision Data Management System
- Number of iMobile Apps Users/devices – 25 device users to be determined.
  - Purchase of equipment will be the responsibility of **SMCMVCD**
- **Web Browser**
  - Preferred web browsers are Google Chrome (latest)
  - IE9 does not support HTML 5 therefore any existing or future features requiring HTML 5 will not be supported under IE9
  - MapVision fully supports latest versions of other popular browsers, please validate with Leading Edge
- **Sites**
  - Specialized site icons
  - Site types are defined in Master Management
- **Reporting**
  - **Tier I**
    - System will provide prebuild reports as illustrated in the table above.
    - All table queries have CSV and PDF functions
    - PDF are customized with logos and presented in a professional format
  - **Tier II**
    - System will provide the ability to define Tier II custom reports, graphics, visualizations, tables, maps, etc. that are displayed on a dashboard and updated in real time.
    - **Tier II** will include three Dashboards (Admin, Ops and Surveillance) with four tiles each. With **SMCMVCD's** guidance, LEA will build as part of the system.
    - Tier II reporting update rate is set to twice daily
  - **Tier III**
    - System will interface with **SMCMVCD's PowerBI account** to provideTier the ability to design reports and graphs directly from the database tables.
    - Tier III reporting update rate, set to twice daily or more frequently as desired
    - Training will be provided over course of three online sessions along with numerous training videos and resources
    - Note: Existing Tier II and III reports will take time to migrate given different structure.
- **Additional Requirements**
  - Ability for admin/supervisors to create and assign workflows
  - System will provide comprehensive role based access for users to include:

- o Access groups - administrator, supervisor, technician, laboratory, maintenance
- User preferences selectable for each user to define their data and mapping needs
- Maintain at minimum the type of employee, permanent, exempt or seasonal status
- System will maintain employee data to include; access group, first name, last name, department, zone, username, password, email address, work hours per week
- System will provide a geospatial activity log that records and displays over maps the employee’s geographic location by event, synchronized with a table report that contains information such as site ID, site name, action, habitat, start time, end time, notes, material applied, quantity and unit of measure
- System will track all start, end and duration time associated with activities
- System is capable of producing employee timecards based on user selectable date range
- A timecard validation and approval workflow will provide for employee submission of timecard, supervisor approval

## Gap Analysis

As part of the movement to Gen 3, Leading Edge and the development team conducted a GAP analysis of the current Gen 2 features, configurations and enhancements currently in use. The analysis compared the Gen 2 feature set with those included in Gen 3 and highlighted both enhancements previously created and new features included in Gen3. Below is a summary of SMCMVCD MapVision Gen 2 Configurations/Enhancements.

Gen 2 Features built for SMCMVCD	Not used, not needed in Gen 3	Used, please include in Gen 3
<b>Per Zoom meeting on June 28, 2022, SMCMVCD confirmed the Xs below</b>		
User - User Login History	X	
User - User Activity History	X	
User - Time Card Summary	X	

Service Request - Rodent Report - Separate Rodent SR Response form (See form provided by San Mateo)		X
Operation - 2nd Material	X	
Operation - Quick Entry - Quick entry button with multi selection option on Site Annotation		X
Site annotation - Weather Collection  New operation form with button on Site Annotation with activity card association	X	
Site annotation - Tick Collection - Existing operation with button on Site Annotation with activity card association	X	
Surveillance - PIP		X
Master Management - Merge Sites	X	
iOS Field App - Larval Field ID or not like Indian River		Discuss with Casey

## Deployment includes:

1. Environment Setup – Server and iOS
  1. Setup DEV, TEST & PROD instances/environments
  2. Create separate code branches (server & iOS)

3. Update customer logo , default address, settings, etc.
  4. Remove/Clean up all test and/or transactional data not relevant to the new deployment
  5. Enable/Disable modules as required
  6. Create/recreate Test users accounts in different roles as needed (for developers, LEA and the customer)
  7. Create a new iOS Field App and ULV FC App build (if purchased)
  8. Ensure all default settings needed for iOS are In place
  9. Establish & Test Data Sync (2-way communication with the server)
  10. API links as needed (i.e. VectorSurv)
2. Essential Data Load as applicable
    1. Zones / Sub Zone
    2. Parcel Data - Retrieve data from SM
    3. Treatment Plan Polygons
    4. Sites and associate site subtypes
    5. Item and Material Master Data
    6. Warehouse & Lot Setup
    7. Vehicle Info – Trucks , Aircraft, equipment
    8. Users
3. PBI – Standard
    1. Up to 6 hours of Power BI Intro and Training sessions
    2. Reproduce Power BI Data Model, Standard Reports and Dashboards
    3. Power Accounts (T2 and T3) for the customer
    4. Data gateway and data refresh setup
    5. Power BI Embedded integration with Customer
    6. Map existing PBI reports and dashboards from G2 to G3 as part of migration
4. Historical data
    1. Historical Data load
      - i. Contact Data
      - ii. Services requests
      - iii. Surveillance Data
      - iv. Lab & Test Data
      - v. Operations Data
      - vi. Activity Card, Inventory and other
    2. Customizations
      - i. Any Modifications that require UI , API or DB changes
      - ii. Any master data changes that require custom coding
      - iii. New Module development

- iv. PBI Customization as required and / or requested by customer

## Data integration plan from Gen 2 to Gen 3

### San Mateo CMVCD Resources & Tasks

#### To be completed in Gen 2 prior to migration to Gen 3:

- Audit and review all Master Management tables
- Review and confirm Cities and Zone/SubZones
- Audit and review all Rules in Gen 2 for mapping to Gen 3
- Contact update - duplicates and need address from SR
- Pricing schedule, confirm and update
- Site Sub Type Assignment

### LEA Resources and Tasked need for migration

- 9420 - SR Type "Wildlife" categories
- Site Addresses clean up (In progress)
- Duplicate site marked as inactive sites vs action
  - Merge action from inactive sites to active sites
- Confirm all Billing and invoicing features are included in Gen3 Billing feature
  - Invoice for CB worksheet - Combine all entries for one charge - **Need specific logic for CB invoicing (i.e. CB charge or Charge for all CB)**

### Multi-phase timeline for delivery

- Total time - Five (5) months (excluding any client delays)
  - Any features which were not identified and/or tested, or defects identified within 90 days of Migration completion, will be part of Managed Service support after go live
  - Sign off at the end of the migration by LEA & Customer
  - Future changes or enhancements will be estimated and charged as fixed fee. This will be executed by the 'New feature enhancement team' with requirements and quotation provided; additional Customizations, new features etc., will be estimated and charged as additional fixed fee



Module	Sub Module	Feature	G3	SanMateo G2	Add to G3 Deployment	Additional Comments
Pool Classification	Pool & Parcel Classification		No	No	No	
User	User Login History		No	Yes	No	Would refer Alameda
User	User Activity History		No	Yes	No	Would refer Alameda
User	Time Card		No	Yes	No	Would refer Alameda
Service Request	<b>Rodent Report</b>	Separate Rodent SR Response form; The same data available in PDF format as Rodent Report. Ability to mail PDF report to assigned technician.	No	Yes	Yes	See new Form provided by San Mateo
Operation	2nd Material	Site Treatment - 2nd Material	No	Yes	No	



Operation	Quick Entry	Quick entry options from MM. Existing operation with button with multi selection option on Site Annotation.	No	Yes	No	
Site annotation	Weather Collection	New operation form with button on Site Annotation with activity card association	No	Yes	No	
Site annotation	Tick Collection	Existing operation with button on Site Annotation with activity card association	No	Yes	Yes	Need confirmation of workflow
Surveillance	PIP		No	Yes	Yes	Would refer Placer - Container feature?
Master Management	Merge Sites		No	Yes	No	
Activity card	View Activity card	Alert Red icon if site Treatment is done min/max application rate of Material. Add Summary column in Site Treatment Operation table to mark if treatment is within App Range. Recipe Edit should update these flags for relevant operations.	No	No	No	

Master management	Rules	Rules Engine - Include Hazard; Master Mgmt. Rules - Include Hazard;	No	No	Yes	
Operations	Treat1/Treat2	Site Treatment Operation; Treat1 & Treat2 in User preference	No	No	Yes	
Operations	Treatment Plan	Mutidownload of shapefile and job file for multi blocks	No	No	Yes	
<b>New Features Present in SMV</b>						
Master Management	Trap Type	Display Order	Yes	No		
Master Management	Species	Display Order	Yes	No		
Master Management	Inventory Reconciliation Variance List		Yes	No		
Master Management	Larval Surveillance Range List		Yes	No		

Master Management	Pathogens		Yes	No		
Master Management	Sample Type		Yes	No		
Master Management	Testing Lab		Yes	No		
Master Management	Testing Result		Yes	No		
Master Management	Testing Method		Yes	No		
Master Management	Rules	Static Rules based on SR Type	Yes	No		
Master management	Site Document Type		Yes	No		
Master management	Breeding		Yes	No		

Master management	Bird Status		Yes	No		
Activity Card	View Activity card	Default showing chronological order	Yes	No		
Activity Card	View Activity card	Overlap AC validation message with ACID	Yes	Yes	Yes	New Chron runs at midnight local time and automatically closes previous AC, unless Tech's hours cross over midnight. (i.e. Starts at 7:00 PM, Ends AC at 3:00 AM the next day)
Activity Card	View Activity card	Midnight cron job to Close any Open previous Activity cards Ids.	Yes	No	Yes	New Chron runs at midnight local time and automatically closes previous AC, unless

MapVision® G3 Requirements Specification

						Tech's hours cross over midnight. (i.e. Starts at 7:00 PM, Ends AC at 3:00 AM the next day)
Site	View Site->Blocks	Map Selected for Treatment Plan	Yes	No		
Site	View Site	Segments based on Site Type	Yes	No		
Site	Line Sites		Yes	No		
Service Request	View Public Page	Address selection on Public Map	Yes	No		
Service Request	View Public Page	Field Map on public page	Yes	No		
Service Request	Service Request	Segments based on SR Type	Yes	No		
Service Request	Pending Public Queue	Showing in Red font if address is wrong	Yes	No		
Service Request	Service Request	Showing Location History	Yes	No		

Inventory	Inventory Reconciliation		Yes	No		
Operations	Treatment Plan		Yes	No		
Operations	Treatment Plan	Routes association for Treatment Plan	Yes	No		
Operations	Treatment Plan	Support of multiple mission files	Yes	No		
Operations	Route		Yes	No		
Surveillance	Tick Surveillance		Yes	Yes		
Surveillance	Manage Tick		Yes	Yes		
Surveillance	Sentinel Flocks/Bands		Yes	Yes		
Surveillance	Sentinel Collections/Testing		Yes	Yes		
Surveillance	Heightened Surveillance		Yes	Yes		
Surveillance	Rodent		No	Yes	Yes	

Surveillance	Abundance and Pool Map		Yes	No		
Billing	Invoice		Yes	Yes		
Site/SR Operations	Adult Trap Surveillance	Separate operation for Place and Collect Trap	Yes	No		
Surveillance	Sentinels	Download from Calsurv	Yes	No		
Site	View Site/AC/Adult trap Surveillance/Sentinel List	Hyperlink for Pop out edit page in a separate tab	Yes	No		
Field Map	Quick Search	Search by Vectorsurv ID, Trap ID and Xref	Yes	No		
Field Map	Create Service Request		Yes	No		
Field Map	Filters	Display of Obstruction sites on field map	Yes	No		
Field Map	Create Treatment Plan		Yes	No		

Setting	Custom Specifications		Yes	No		
Setting	Modules	Enable/disable modules	Yes	No		
Site/SR Operations	Larval Surveillance	Multiple species and range selection	Yes	No		
Dashboard	Dashboard	Tiles Drag and drop	Yes	No		
Master management	Material Master	Different application Methods(4); Trap Condition	Yes	No		
Site/SR Operations	Site Treatment	Calculator(Autocalculating based on material and area amount given)	Yes	No		
Report	DACS	Monthly/Yearly usage on chemicals	Yes	No		
<b>IOS APP</b>						
Filter	Filters	Custom Filters	Yes	No		



Activity Card	View Activity card	Default showing chronological order	Yes	No		
Service Request	Service Request	Segments based on SR Type	Yes	No		
Service Request	Service Request	Showing Location History	Yes	No		
Site	View Site	Segments based on Site Type	Yes	No		
Site/SR Operations	Adult Trap Surveillance	Seperation operation for Place and Collect Trap	Yes	No		
Field Map	Quick Search	Search by Vectorsurv ID, Trap ID and Xref	Yes	No		
Site/SR Operations	Larval Surveillance	Multiple species and range selection	Yes	No		
Site/SR Operations	Site Treatment	Calculator(Autocalculating based on material and area amount given)	Yes	No	Casey- Discuss error trap message to Tech regarding	

MapVision® G3 Requirements Specification

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					Min/Max over/under is required?	
Field App	Site Treatment	Site treatment same as Gen2 server		No		Not required

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**Leading Edge Associates, Inc.**

**SOFTWARE LICENSE AGREEMENT MAPVISION GEN 3 - January 2023**

Licensee	San Mateo County Mosquito and Vector Control District (SMCMVCD)	Effective Date:	TBD
Address:	1351 Rollins Road	Phone:	650-344-8592
City, ST & Zip	Burlingame, CA 94010	Fax:	
Contact:	Brian Weber, District Manager	E-mail:	bweber@smcmvcd.org

This Software License Agreement (the “**Agreement**”) is executed to be effective on the date written above (the “**Effective Date**”) by and between the Licensee (“**SMCMVCD**”) and Leading Edge Associates, Inc. (“**LEA**”).

1. **MapVision® Software.** LEA is the owner of the MapVision Software (the “**Software**”) developed by LEA as further identified in Exhibit A to this Agreement.

2. **Fees and Payment Terms.**

2.1 **License Fee.** In consideration of the license granted by LEA to Licensee for use of the MapVision Software (as described in Section 4.1), Licensee shall pay LEA license fees as set forth in Exhibit A (the “**License Fee**”). The License Fee shall be due and payable as further described in Exhibit A.

2.2 **Training Fee; Support Fee; Other Fees.** In consideration of services to be provided by LEA in connection with the MapVision Software, Licensee shall pay LEA a Training Fee and Support Fee as set forth in Exhibit A and as described below:

2.2.1 **Training Fee.** The training fee covers services to be performed by LEA in connection with the installation of the MapVision Software (the “**Training Fee**”). The Training Fee shall be paid as set forth in Exhibit A.

2.2.2 **Support Fee.** The support fee shall cover support and maintenance of the MapVision Software and shall be paid as set forth in Exhibit A as the Agreement continues in effect (the “**Support Fee**”).

2.2.3 **Reimbursable Expenses.** Licensee shall pay or reimburse LEA for all reasonable travel and out-of-pocket expenses incurred by LEA or its representatives to perform services on-site at Licensee’s facilities. Reimbursable expenses for travel include travel, local transportation, lodging and meals. Such expenses shall be payable as set forth in Exhibit A.

2.3 **Payment Terms.** For the convenience of Licensee, LEA shall issue invoices for the various fees as they become payable under this Agreement. All invoices shall be paid within

thirty (30) days after the invoice date. No failure or delay by LEA in issuing invoices shall relieve Licensee of its obligation to pay fees as they become due under this Agreement.

**2.4 Taxes.** Fees and other charges set forth in Exhibit A or otherwise payable under this Agreement are shown or will be quoted exclusive of any sale or use taxes. Licensee shall be responsible for the payment of all sale or use taxes related to the purchase of MapVision and the License Fee.

**2.5 Interest.** Any amount not paid to LEA when due under this Agreement may, at the option of LEA, accrue interest payable by Licensee at the rate of one and one-half percent (1-1/2%) per month or the maximum rate allowed by law, whichever is less, from the date such amount first becomes due until it is paid in full.

### **3. Training; Support and Maintenance.**

**3.1 Training; Support and Maintenance.** LEA shall provide initial training as described in Exhibit A. The cost of initial training is included in the Training Fee. At Licensee's request, LEA may from time to time provide additional training at LEA's then-current rates for services.

**3.2 Support and Maintenance.** Support and maintenance for the MapVision Software shall be provided as set forth in Exhibit A.

### **4. License of Software.**

**4.1 License of Software.** During the period commencing on the Effective Date and continuing until this Agreement is terminated, LEA grants Licensee a non-exclusive, non-transferable license to (i) use the MapVision Software at its facility for the purpose of operational management of surveillance data. Licensee may not use the MapVision Software or any of its components to process data for any other person or entity, including, without limitation, any affiliate of Licensee, other than for the services set forth on Exhibit A. Such other entities constitute distinct users and sites for which additional licenses would be required.

**4.2 Authorized Users.** Licensee may permit any person employed by or associated with Licensee's operational and administrative functions (each, an "Authorized User") to access and use the MapVision Software in accordance with the license granted above. From and after the Effective Date, Licensee shall be solely responsible for the registration and administration of Authorized Users of the MapVision Software. At all times, Licensee, not LEA, shall be responsible for the acts and omissions of its personnel in using the MapVision Software, including any unauthorized use of any user identification code and password assigned to an Authorized User.

**4.3 License Restrictions.** The license granted to Licensee for the MapVision Software is a limited license that is made subject to the terms and conditions of this Agreement. Without limitation, no right or license is granted to Licensee to (i) reproduce, distribute, share, sublicense, sell, assign or otherwise transfer the MapVision Software or Licensee's rights to use the MapVision Software; (ii) translate, modify or adapt any part of the MapVision Software; (iii) disassemble, decompile or reverse engineer any part of the MapVision Software; or (iv) create any

new or derivative works based on all or any part of the MapVision Software. Except as may be expressly provided in this Agreement, Licensee has no right to use or have possession of any source code for any part of the MapVision Software. All rights in the MapVision Software are reserved to LEA and its respective licensors or suppliers, subject to the license granted to Licensee in this Agreement.

**4.4 Ownership of MapVision Software.** Title to, and all ownership rights in, the MapVision Software and its various components, and all copyrights, patents, trade secrets and other proprietary rights that may arise therein or be associated therewith, shall at all times remain in LEA or third parties from which LEA has obtained license or distribution rights. Licensee agrees that it shall not at any time challenge or contest the validity or ownership of any such proprietary rights, and the license granted herein shall not be construed to abridge such rights.

**4.5 Use of Data by LEA.** During the period commencing on the Effective Date and continuing until this Agreement is terminated, Licensee grants LEA a non-exclusive, non-transferable license to (i) access, collect, use, process and return the data of Licensee that may be accessed by LEA through, or otherwise contained or held, on the server of Licensee or that is otherwise created or stored through the use of the MapVision Software (“**Licensee Data**”). The use of Licensee Data will be strictly limited to the extent necessary for LEA to perform its obligations under the License Agreement. All other use of Licensee Data is expressly prohibited. LEA shall provide concurrent written or electronic notice to licensee for each occasion or instance in which it accesses, collects or uses Licensee Data pursuant to this section.

**5. Licensee Acknowledgments.** Licensee acknowledges and agrees that Licensee assumes full responsibility for use of the MapVision Software in its operations and administration and shall be responsible to LEA for any unauthorized use due to the action or inaction of Licensee.

**6. Authority of Parties.**

**6.1 Licensee.** Licensee warrants to LEA that Licensee is authorized to enter into this Agreement and to perform the obligations undertaken by it in this Agreement.

**6.2 LEA.** LEA warrants to Licensee that LEA is authorized to enter into this Agreement and to perform the obligations undertaken by it in this Agreement.

**7. Software Warranty.**

**7.1 MapVision Performance.** LEA warrants to Licensee that the components of the MapVision Software implemented pursuant to this Agreement will perform in all material respects in accordance with the specifications set forth in the attached Exhibit B (“**Specifications**”). The foregoing warranty shall continue for a period of one (1) year following the effective date and shall automatically renew for additional one (1) year periods to and until such date as the Licensee ceases payment of the Support Fee (the “**Warranty Period**”). Licensee shall promptly notify LEA in writing of any alleged error or non-conformity it discovers during the Warranty Period and provide such information as LEA may request to replicate the error or non-conformity. LEA shall use its commercially reasonable best efforts to correct, cure or otherwise remedy such error

or non-conformity, including by developing a work-around that provides the same or better functionality as described in the Specifications.

**7.2 Limitations.** The warranty provided in this Section shall be void, and LEA shall not be obligated to correct or cure any alleged error or non-conformity if (a) Licensee has modified any part of the MapVision Software or allowed any modifications to be made to any part of the MapVision Software, including, without limitation, any unauthorized changes to the configuration of the MapVision Software; (b) the MapVision Software has been misused or damaged by Licensee in any respect; (c) Licensee fails or refuses to implement any updates or patches LEA may provide to Licensee from time to time; (d) Licensee does not notify LEA of the existence or nature of the error or non-conformity promptly upon its discovery or cooperate with LEA to identify or replicate the problem; or (e) the error or non-conformity is the result of any fault in or incorrect use of any hardware, operating system or other third-party software used by Licensee, whether directly for the operation of the MapVision Software or otherwise.

THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEA DOES NOT WARRANT THAT THE OPERATION OF THE MAPVISION SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE LICENSEE DATA ACCESSED BY LEA AND PROVIDED TO LICENSEE WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, THE REMEDY PROVIDED IN SECTION 7.1 SHALL BE THE EXCLUSIVE REMEDY OF LICENSEE FOR ANY ERROR OR NON-CONFORMITY IN THE MAPVISION SOFTWARE OR LICENSEE DATA.

## **8. Term**

**8.1 Term; Renewal.** This Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year from the Effective Date (the “**Term**”). This Agreement shall automatically renew for additional one (1) year terms for as long as Licensee shall use the MapVision Software to and until this Agreement may be terminated pursuant to the provisions of this Section 9. Continuation of technical support shall be based solely on the continuance by Licensee of payment of the Support Fee.

## **9. Termination**

**9.1 Termination for Breach.** If either party fails to comply with any of the provisions of this Agreement other than the payment terms, the other (non-breaching) party may terminate this Agreement upon thirty (30) days prior written notice to the breaching party unless within the notice period (or any extension of the notice period), the breach is cured. Any notice of termination shall describe the alleged breach in reasonable detail. If the alleged breach is, by its nature, one that is susceptible to cure but cannot reasonably be fully cured within the notice period, the time for cure shall be extended for an additional thirty (30) days (or such longer time as the parties may agree), *provided* that the breaching party undertakes reasonable measures toward cure within the original notice period and continues to use its diligent efforts to effect a cure of the breach as promptly as practicable.

**9.2** *Insolvency.* Either party may terminate this Agreement immediately in the event that the other party becomes insolvent or is unable to pay its debts as they become due, files a petition for bankruptcy relief or has a bankruptcy petition filed against it which is not dismissed within 90 days after the filing date, makes an assignment for the benefit of its creditors or has a receiver appointed to administer its assets, or ceases to conduct business (other than in connection with a merger, sale or other corporate restructuring or a permitted assignment of this Agreement).

**9.3** *Effect of Termination.* Upon the expiration or other termination of this Agreement, each party's obligations under the Agreement shall terminate, and neither party shall have any further obligations to the other party under the Agreement except as follows:

**9.3.1** Any unpaid fees or other charges payable by Licensee to LEA under this Agreement shall be immediately due and payable.

**9.3.2** The license granted in this Agreement shall immediately cease, and Licensee shall promptly uninstall and return to LEA (or, at LEA's option, destroy) all copies of all MapVision Software in Licensee's possession or control.

**9.3.3** Certain provisions of this Agreement are intended by their nature to survive the expiration or termination of this Agreement. Such provisions include, without limitation, terms relating to proprietary rights, confidentiality and non-disclosure, limitations of liability and disclaimers. The parties agree that all such provisions shall survive any expiration or termination of the Agreement and shall remain in effect indefinitely.

**9.4** *Termination of Support and Maintenance.* In the event that this Agreement is terminated pursuant to the provisions of this Agreement, all obligations of LEA to provide annual support and maintenance of the MapVision Software shall cease. In the event that the actions of LEA result in the termination of this Agreement by Licensee pursuant to the provisions of Section 8.4, LEA shall refund to Licensee a prorated portion of the Support Fee. In all other instances, including election by Licensee not to continue with the annual support and maintenance program, LEA shall not be required to refund any portion of the Support Fee paid by Licensee.

**10.** **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless LEA and its affiliates, officers, directors, employees, agents, successors and assigns, from and against all claims, demands, liabilities, damages and costs including, without limitation, its reasonable attorneys' fees and other costs of defense, arising from or relating to (a) Licensee's breach of any terms of this Agreement; (b) use of the MapVision Software or Licensee Data by Licensee or any employee, agent, representative or other person acting on behalf of Licensee in any manner inconsistent with the terms and conditions of this Agreement; (c) use of the MapVision Software or Licensee Data in connection with any services or advice rendered by Licensee or any of its employees, agents or representatives to any person; or (d) unauthorized use of the MapVision Software by a third party that has obtained access to the MapVision Software from Licensee.

**11.** **Indemnification by LEA.**

**11.1** *Breach.* LEA shall indemnify, defend and hold harmless Licensee and its affiliates, officers, directors, employees, agents, successors and assigns, from and against all claims, demands, liabilities, damages and costs, including, without limitation, its reasonable attorneys'



fees and other costs of defense, arising from or relating to LEA's breach of any terms of this Agreement.

## **11.2 Intellectual Property Claims.**

**11.2.1** To the best of LEA's knowledge, the MapVision Software does not violate or infringe upon any United States copyright or patent now issued and in effect or any other property rights of a third party. LEA will defend, indemnify and hold harmless any claim, damage, demands, liabilities, costs, including, without limitation, reasonable attorneys' fees and other costs of defense, brought against Licensee or any of its Authorized Users to the extent that such claim is based upon any allegation that use of any part of the MapVision Software, as delivered and implemented by LEA, infringes a copyright, patent or other property right.

**11.2.2** Licensee shall provide LEA prompt written notice of any information or knowledge it may have of such an infringement claim or allegation, and Licensee shall cooperate in the defense and settlement of any such claim asserted. As between LEA and Licensee, LEA shall have the right to control the defense, negotiation and settlement of any such claim. LEA shall not consent (nor authorize any other person to consent) to any voluntary judgment or settlement of any infringement claim to the extent such judgment or settlement would impose upon Licensee any non-monetary relief (except injunction of further infringement) without the express written consent of Licensee. Licensee may participate at Licensee's own cost in the defense of any infringement claims relevant to its use of the MapVision Software; *provided* that Licensee's participation does not and shall not, in the professional judgment of counsel to LEA, interfere in LEA's defense, negotiation or settlement of any such claim.

**11.2.3** If the MapVision Software becomes or, in LEA's 's reasonable opinion, is likely to become, the subject of a claim for infringement, LEA may, at its option and expense, (a) procure for Licensee the right to continue to use the infringing material; (b) modify the infringing material so that it becomes non-infringing with no substantial loss of functionality; or (c) pay Licensee as liquidated damages for loss of use of the MapVision Software an amount equal to the sum of the License Fee actually paid by Licensee to LEA, plus any prepaid amount of the Support Fee for the part of any annual period Licensee is deprived of its use of the MapVision Software as a result of an infringement claim. If LEA is unable to provide the remedy described in either clause (a) or (b) of this paragraph, then Licensee may, in its discretion, terminate this Agreement and LEA shall pay to Licensee a pro rata refund of fees paid in advance during the Term or any renewal term.

**11.2.4** LEA shall not be responsible for any infringement liability, or any claim of infringement, if or to the extent that the alleged infringement arises from or is based on (a) any modifications or alterations made to any part of the MapVision Software by any person other than LEA or its authorized representatives, (b) any modifications or alterations made to the configuration of the MapVision Software by any person other than LEA or its authorized representatives, (c) the combination of the MapVision Software with any hardware, software or other information system in any manner not recommended or performed by LEA, or (d) any use of the MapVision Software after release of a patch or update not installed by Licensee if and to the extent that the infringement would have been avoided had such patch or update been installed.

**11.2.5** THIS SECTION 11.2 STATES LEA'S ENTIRE OBLIGATION AND LIABILITY TO LICENSEE AND ANY OTHER PERSON CLAIMING BY, THROUGH OR UNDER LICENSEE REGARDING INFRINGEMENT OF ANY FORM OF PROPERTY RIGHT.

**12. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR LOSS OF SERVICE OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE MAPVISION SOFTWARE OR THE LICENSEE DATA, WHETHER BASED UPON A CLAIM FOR BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR THE OBLIGATIONS OF EITHER PARTY TO INDEMNIFY THE OTHER UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW) EXCEED THE LICENSE FEE PAID BY LICENSEE UNDER THIS AGREEMENT.

**13. Confidential Information.**

**13.1 *Confidential Information.*** In connection with this Agreement and Licensee's use of the MapVision Software, each party may disclose to the other Confidential Information regarding its business or products. "**Confidential Information**" means any information that is not generally known to the public or that would constitute a "trade secret" under the Uniform Trade Secrets Act, but does not include any information that the recipient can establish was already known to the recipient at the time it was disclosed in connection with this Agreement, information that is developed independently by the recipient or received from a third party lawfully in possession of the information and having no duty to keep the information confidential, or information that becomes publicly known other than by a breach of this Agreement. Confidential Information includes, among other things, all software and technology comprising the MapVision Software, the terms and conditions of this Agreement and any information regarding Licensee's operations. The facts of the existence of this Agreement and the relationship of the parties as vendor and licensee are not confidential.

**13.2 *Non-Disclosure.*** Each party agrees to hold the Confidential Information of the other party in strictest confidence and not to copy, reproduce, distribute, publish or disclose such Confidential Information to any person except as expressly permitted by this Agreement. In the event disclosure of the other party's Confidential Information is required by or any government or judicial order, the party compelled to make such disclosure shall use its best efforts to give the other party prior notice, cooperate with the party whose information is to be disclosed to preserve the confidentiality of the Confidential Information consistent with applicable law and use its reasonable efforts to limit any disclosure to the minimum extent necessary to comply with such law or order..

**13.3 *Duration.*** All right, title and interest in and to any Confidential Information provided to the receiving party will remain vested in the disclosing party. The obligation of the parties under

the provisions of this Section shall continue in effect as to any information as long as such information is not generally known to the public.

**13.4 *Injunctive Relief.*** The parties agree that unauthorized disclosure of a party's Confidential Information in violation of this Agreement will result in irreparable harm to the disclosing party, the damages for which cannot be ascertained or compensated by monetary awards, and that the disclosing party shall, therefore, be entitled to seek and obtain whatever injunctive or other equitable relief may be available without posting bond or other security.

#### **14. Miscellaneous .**

**14.1 *Entire Agreement.*** This Agreement and the documents expressly referred to in this Agreement constitute the entire agreement between the parties relating to the license of the MapVision Software and supersede all prior understandings and agreements, whether written or oral, that may relate to the subject matter of this Agreement.

**14.2 *Severability.*** Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the parties) to eliminate the illegal, invalid or unenforceable effect, or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

**14.3 *Independent Parties.*** Nothing in this Agreement is intended or shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the parties. LEA and Licensee are independent parties. Neither of the parties assumes, directly or indirectly, any liability for the other party. Neither party has any authority to bind or obligate the other party, and neither shall represent to anyone that it has such authority.

**14.4 *No Use of Name.*** Except as required for purposes of performing its respective obligations under this Agreement, LEA shall not use the name, logo, trademarks, images or other intellectual property of Licensee for any advertising, marketing, endorsement of the MapVision Software or for any other purposes without the specific prior written consent of an authorized representative of Licensee as to each such use. LEA may, however, identify Licensee as a user of the MapVision Software.

**14.5 *Governing Law.*** This Agreement and all disputes arising under or related to it shall be governed by the laws of the State of Florida applicable to contracts made and to be performed wholly within the State of Florida. Each of the parties submits to the jurisdiction of the state and federal courts located in Florida.

#### **14.6 Dispute Resolution.**

**14.6.1** In the event that any dispute arises under this Agreement, the parties agree that prior to commencing arbitration or any other legal proceeding, each party shall send an officer or senior management representative of such party to negotiate a resolution of the dispute in good faith at a time and place mutually agreed. The officer or other representative designated by each party shall have the authority to bind his or her respective party in all material respects related to the dispute. Notwithstanding the foregoing, each party shall have the right to seek injunctive relief with respect

to any conduct or omission of the other party so as to avoid or minimize the prospect of irreparable harm resulting from such conduct or omission.

**14.6.2** In the event the parties cannot resolve the dispute by negotiation, then the dispute shall be resolved by binding arbitration. Any such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association; as such rules may be modified by the mutual agreement of the parties and the arbitrators selected. The arbitration shall be conducted by a single arbitrator who shall be knowledgeable about software and/or electronic records management. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over such award. The arbitrator shall have no power or authority to award punitive damages. Except as expressly provided by the provisions of this Section 13.4, no party shall commence litigation in any federal or state court regarding matters arising out of this Agreement and if a party does commence litigation, the other party shall have the absolute right to have such litigation stayed and dismissed. The opposing party may request that the court refer the matter to arbitration, or it may instead institute an arbitration proceeding, which shall supersede and take precedence over any court proceedings. All attorneys' fees and costs incurred by a party in opposing and/or obtaining a dismissal or stay of non-arbitration proceedings shall be recoverable against the party initiating such proceedings. The costs and fees of the arbitrator shall be borne equally by the parties. Each party shall bear its own attorneys' fees and related costs and expenses unless expressly awarded by the arbitrator to the prevailing party.

**14.7** *Notices.* All communications required or permitted to be given by this Agreement shall be made in writing and shall be sent by commercial delivery or certified U.S. mail to the address for the respective party shown on the first page of this Agreement or to such other address as either party may specify from time to time in writing.

**14.8** Any fees associated with any proposed and adapted modifications to this agreement by Licensee requiring at LEA's option to have council review and amend will be the responsibility of the Licensee.

**14.9** *No Assignment.* Neither party shall assign or transfer this Agreement, or any license granted in this Agreement, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other party, *except* that LEA may assign this Agreement to any successor or to any purchaser of all or substantially all of the business or assets of LEA. Any attempted assignment or transfer that is not approved by the other party as required by this section shall be void and of no legal effect. This Agreement shall inure to the benefit of each of the parties and their respective successors and permitted assigns.

**14.10** *No Third-Party Beneficiaries.* Nothing in this Agreement is intended or shall be construed to confer on any person not a party to this Agreement any rights or benefits.

**14.11** *Waiver.* This Agreement may only be waived or amended in a writing that is signed by both of the parties and refers specifically to this Agreement. The waiver by either party of any breach of this Agreement does not operate as a waiver of any other breach, and neither party's failure or delay in exercising its rights under this Agreement shall be deemed a waiver of such rights.

**14.12 Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement for any cause beyond its reasonable control including, without limitation, acts of God, fire or other disaster or telecommunications, power or Internet failure. The occurrence of any such event shall toll the time period provided in this Agreement for performance by the affected party.

**14.13 Counterparts.** This Agreement may be executed in two or more counterparts each of which will be deemed an original copy of this Agreement, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed and delivered this Agreement effective as of the date first set forth above.

Leading Edge Associates, Inc.



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

Name: Michael D. Reynolds  
Title: VP/COO & Co Owner

Address:  
3310 E Locanda Cir  
New Smyrna Beach, FL 28732  
USA

San Mateo County Mosquito and  
Vector Control District (SMCMVCD)  
("Licensee")

By:

Print Name:

\_\_\_\_\_  
Title: District Manager

Address:  
1351 Rollins Road  
Burlingame, CA 94010

**Exhibit A**  
**to**  
**Software License Agreement**

**MapVision G3**

Licensee	San Mateo County Mosquito and Vector Control District	Site(s):	1351 Rollins Road Burlingame, CA 94010
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**1. Licensed Software:** LEA will provide the following software to Licensee:

MapVision Gen 3 Software, Field and Flow Control Apps

**2. Fees for MapVision Software license**

- In consideration of the license, training, support and maintenance provided by LEA to Licensee for the licensed Software, Licensee shall pay LEA annually the following fees;
- Annual MapVision Server License & Service and Support \$25,000.00
- For the first year beginning on the Effective Date.
  - These fees are included in the total project price for the first year or twelve months following the Effective Date. Each year thereafter, the licensee fee may increase based on the Consumer Price Index (CPI), published by the Wall Street Journal (WSJ) of the current year, at a minimum of 5.0% annually per year for each year of this Agreement at the discretion of LEA
  - Licensee shall reimburse LEA for all reasonable travel and out-of-pocket expenses incurred by LEA or its representatives to perform services on-site at Licensee's facilities but only if such travel is approved in writing and in advance by Licensee. Reimbursable out-of-pocket expenses for travel include travel, local transportation, lodging and meals.
  - If requested and authorized by Licensee, on-site service and support provided by LEA shall be charged at the following rate: the lesser of either \$850.00 per full day or \$250.00 per hour, based on the total hours worked onsite that day. Additional custom software enhancement work shall be charged at \$250.00 per hour. Enhancement or configuration projects and associated cost estimates shall be approved in writing by the Licensee prior to LEA starting work on configurations.
  - Two (2) hours each month of programming modifications are included in the training, support and maintenance agreement. Any monthly modifications exceeding

the two-hour timeframe, including on-line and telephone support will be billed at \$250.00 per hour. Maintenance program hour time allocations expire monthly and are not rolled-over or accrued to future months. The training, support and maintenance agreement also includes all costs associated with website hosting for Internet and Intranet sites. Upon termination, LEA will no longer provide server access or hosting services, unless Licensee enters into a separate hosting agreement.

**3. Payment.** The fees set forth above shall be charged via one or more invoices issued by LEA and shall be paid by Licensee on the Effective Date; provided, however, that the Support Fee shall be payable annually

**Pricing Summary:**

MapVision	Description	Price
Gen2 to Gen3 Upgrade	MapVision TEST, PROD instance, iOS Field App & iOS ULV FC App, Tier I, II & III PBI Reporting, Setting, Master Management, Rules	\$110,000
	<ul style="list-style-type: none"> <li>● All Gen2 features referenced above &amp;</li> <li>● Legacy data importation</li> </ul> <p>Note: LEA is familiar with the G2 data structure but may discover data quality issues with either spatial or data input items. As such, your support and help in confirming, identifying and correcting input data will be required. Any support beyond our initial integration efforts may result in hourly invoicing for completion of integration.</p>	
Annual License and Support Agreement	<p>License for server and apps, servers and two hours per month, non accumulative technical support hours. Up to 100 users, automatically renewed annually</p> <p><b>(Adjusted for current SSMA paid in 2022)</b></p>	\$25,000

Payment Terms & High Level Benchmark Schedule:

<b>Benchmark</b>	<b>Duration Days</b>	<b>Description</b>
Pre-project work	30 - In Progress	<b>LEA:</b> <ul style="list-style-type: none"> <li>● Site Addresses clean up (In progress)</li> <li>● Duplicate site marked as inactive sites vs action <ul style="list-style-type: none"> <li>■ Merge action from inactive sites to active sites</li> </ul> </li> </ul>
Pre-project work	30 - Pending	<b>SMCMVCD:</b> <ul style="list-style-type: none"> <li>● Establish two project SuperUsers</li> <li>● Audit and review all Master Management tables</li> <li>● Audit and review all Rules in Gen 2 for mapping to Gen 3</li> <li>● Contact update - duplicates and need address from SR</li> <li>● Pricing schedule, confirm and update</li> <li>● Site Sub Type Assignment</li> </ul>
1	1	Proposal Agreement/Contract Accepted and Executed
2	1	Invoice #1 - 50%
3	30	Severs, data loading and setting in progress
		UAT Sign Off
4	Weekly	Weekly On-line Project Meetings begin
5		Environment Setup – Server and iOS
		UAT Sign off
6	60	Essential Data Load
		UAT Sign off
7		Invoice #2 - 25%
8	30	PBI – Standard



		UAT Sign off
9	1	Go Live with Gen3 (Retain Gen2 for 60 days, provide data backup, inactivate G2 server)
10		Additional customizations if applicable
		Final UAT sign off
		Invoice #3 - 25%

Note:

- Any bugs will be fixed on us, any change order will be documented, proposal presented and if approved scheduled for after go live
- Schedule and dates are subject to change based on task changes, availability, input and other scheduling influences.
- Prices are subject to change
- Final calendar, project and Gantt chart will be provided upon approval and initial invoice
- Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the District, become its sole property and shall, at Consultant's expense, be delivered to the District or to any party District may so designate

**Accepted and acknowledged by the parties below:**

**Leading Edge Associates, Inc.**



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

Name: Michael D. Reynolds

Title: VP/COO & Co Owner Address:

3310 E Locanda Cir  
New Smyrna Beach, FL 28732  
USA

**San Mateo County Mosquito and Vector  
Control District (SMCMVCD)**

(“Licensee”)

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

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

Title: District Manager

Address: 1351 Rollins Road  
Burlingame, CA 94010

**Exhibit B**  
**Software Warranty & Performance**  
**MAPVISION**

**Licensed Software:**

LEA will provided a final features and configurations Specifications Document to San Mateo County Mosquito and Vector Control District (SMCMVCD)

Agenda Item 4E

**SUBJECT: Retirement of two technician pickup trucks from fixed asset inventory**

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**SUMMARY**

Two technician vehicles have expended their useful life, and the staff proposes to dispose of the trucks in accordance with District Policy Manual procedures. The trucks will be sold publicly by Enterprise Fleet Management (“Enterprise”), and the principle applied to lower the lease payment on replacement trucks. The minimum amount guaranteed by Enterprise is \$28,000.

**BACKGROUND AND STATUS**

District Policy 6020 Fixed Asset Inventory and 6050 Disposal of Surplus Equipment prescribes the procedure for disposing equipment and other capital assets. A copy of the fixed asset retirement form is provided to the Finance Committee for review (**Attachment 4E.1**). The asset retirement will be included on the February Consent Calendar if recommended for approval by the Finance Committee.

Staff is requesting that the Finance committee recommend that the Board approve removing the following items from the District’s capital asset inventory:

2014 Nissan Frontier Pro4X (4x4)  
1N6AD0CW5EN720183  
Mileage: 74,443

2014 Nissan Frontier (4x2)  
1N6AD0CU6EN741901  
Mileage: 68,850

**STAFF RECOMMENDATION**

Staff recommends that the Finance committee recommend that the Board approve removing the items on attachment 4E.1 from the District’s fixed asset inventory.

**REFERENCE MATERIALS ATTACHED**

1. Fixed Asset Retirement Request for two technician vehicles

**SAN MATEO COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

**FIXED ASSET RETIREMENT REQUEST FORM**

**AS OF: 1/25/2023**

<b>Inventory No.</b>	<b>Purchase Date</b>	<b>Capitalized Cost</b>	<b>Accumulated Depreciation</b>	<b>Est. Residual Value</b>	<b>Asset Description</b>	<b>Disposition</b>
FA-0408	2/11/2014	\$ 23,975	\$ 9,975	\$ 14,000	2014 Nissan Frontier Pro4X (4x4)	public sale
FA-0417	8/5/2014	\$ 21,091	\$ 7,091	\$ 14,000	2014 Nissan Frontier King Cab (4x2)	public sale
<b>Total:</b>		<b>\$ 45,066</b>	<b>\$ 17,066</b>	<b>\$ 28,000</b>		

**Finance Admin Signature:** Richard S. Arrow

**District Manager Signature:** Brian Weber

**Board President Signature:** Kati Martin

**Date Signed:**

**Recorded on Minutes Dated:**