

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

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

Email: info@GLAmosquito.org | Website: www.GLAmosquito.org

IMPORTANT NOTICE

The regular meeting of the
Board of Trustees of the Greater Los Angeles County Vector Control District
will be held:

Thursday, August 8, 2024, at 7:00 p.m. at the Santa Fe Springs Headquarters

For your information, the following materials are enclosed:

AGENDA ITEMS

- **Minutes 2024-07 (Exhibit A) (p5)**
- Requisition Schedule **Resolution 2024-13 (Exhibit B) (p11)**
- Consideration of **CalPERS Employer Resolution Tax Deferred Deduction Plan for Service Credit Purchases (Exhibit C) (p14)**
- Consideration of **CalPERS Resolution to Tax Defer Member Paid Contributions- IRC 414 (H) (2) Employer Pick-Up (Exhibit D) (p16)**
- Consideration of **Resolution 2024-14** Adopting the Amended Conflict of Interest and Disclosure Code for the Greater Los Angeles Vector Control District approved by the Los Angeles County Board of Supervisors **(Exhibit E) (p18)**
- Consideration of Land Lease Agreement between GLACVCD and Tarpon Towers LLC **(Exhibit F) (p33)**
- Consideration of Paid Media Advertisement Agreements' and Proposals' **(Exhibit G-L) (p67-103)**
- Consideration of **Resolution 2024-15** Creation for a Limited Term Position for Scientific-Technical Services **(EXHIBIT M) (p104)**
- Review and Consideration of District Investment Policy **Resolution 2024-16** for FY 2024-2025 **(Exhibit N)(p108)**

STAFF REPORTS

- Managers' Report **(p1)**
- Scientific-Technical Services Report for July 2024 **(Staff Report A) (p2)**
- Operations Report for July 2024 **(Staff Report B) (p6)**
- Communications Report for July 2024 **(Staff Report C) (p11)**
- Fiscal Report for July 2024 **(Staff Report D) (p17)**
- Human Resources Report for July 2024 **(Staff Report E) (p18)**

GLACVCD BOARD OF TRUSTEES MEETING AGENDA & EXHIBITS



Thursday, August 8th, 2024

7:00 p.m. Board Meeting

Santa Fe Springs District Headquarters

12545 Florence Avenue, Santa Fe Springs, CA 90670

Trustee Marilyn Sanabria, President

Trustee Ali Saleh, Vice President

Trustee Melissa Ramoso, Secretary-Treasurer

General Manager, Susanne Kluh

Assistant General Manager, Allison Costa

Director of Scientific-Technical Services, Steve Vetrone

Director of Operations, Mark Daniel

Communications Manager, David Pailin Jr.

Finance Manager, Yani-Segoro Nguyen

Human Resources Manager, Cindy Reyes

Board General Counsel, Quinn M. Barrow, Richards, Watson, & Gershon

Labor Legal Counsel, Oliver Yee, Liebert Cassidy Whitmore

Clerk of the Board, Araceli Hernandez

Copies of staff reports or other written documentation relating to agenda items are available online at <https://www.GLAmosquito.org/board-meetings> and are on file at the District's Headquarters at the Front Office for public inspection.

If you have questions regarding an agenda item, please contact the Front Office Staff at (562) 944-9656 ext. 504 during regular business hours.

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

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Board of Trustees

PRESIDENT

Marilyn Sanabria, Huntington Park

VICE PRESIDENT

Ali Saleh, Bell

SECRETARY-TREASURER

Melissa Ramoso, Artesia

BELL GARDENS

Pedro Aceituno

CARSON

Jim Dear

CUDAHY

Daisy Lomeli

GARDENA

Paulette Francis

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LAKWOOD

Steve Croft

LOS ANGELES COUNTY

Steven A. Goldsworthy

MONTEBELLO

Avik Cordeiro

PICO RIVERA

Gustavo V. Camacho

SANTA FE SPRINGS

William K. Rounds

SOUTH EL MONTE

Hector Delgado

WHITTER

Mary Ann Pacheco

BELLFLOWER

Sonny R. Santa Ines

CERRITOS

Mark W. Bollman

DIAMOND BAR

Ruth Low

GLENDALE

Stephen Ryfle

LA HABRA HEIGHTS

Catherine Houwen

LONG BEACH

Emily Holman

LYNWOOD

Rita Soto

NORWALK

Margarita L. Rios

SANTA CLARITA

Heidi Heinrich

SAN MARINO

Howard Brody

SOUTH GATE

Maria del Pilar Avalos

BURBANK

Dr. Jeff D. Wassem

COMMERCE

Kevin Lainez

DOWNEY

Dorothy Pemberton

HAWAIIAN GARDENS

Luis Roa

LA MIRADA

Matthew Wight

LOS ANGELES CITY

Steven Appleton

MAYWOOD

Heber Marquez

PARAMOUNT

Isabel Aguayo

SAN FERNANDO

Sylvia Ballin

SIGNAL HILL

Robert D. Copeland

VERNON

Leticia Lopez

GENERAL MANAGER

Susanne Klueh

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A G E N D A

THE REGULAR MEETING OF THE BOARD OF TRUSTEES

Thursday, August 8, 2024

District Office
12545 Florence Avenue
Santa Fe Springs, CA 90670

1. **CALL TO ORDER**

2. **QUORUM (ROLL) CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CORRESPONDENCE**

6. **INTRODUCTIONS**

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

7. **PUBLIC COMMENT**

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

8. CONSENT AGENDA (8.1 – 8.12)

(VOTE REQUIRED)

- 8.1 Consideration of **Minutes 2024-07** of regular Board Meeting held on July 11th, 2024. ***(EXHIBIT A)***
- 8.2 Consideration of **Resolution 2024-13** Authorizing Payment of Attached Requisition July 1st through July 31st, 2024 ***(EXHIBIT B)***
- 8.3 Consideration of **CalPERS Employer Resolution** Regarding Tax Deferred Member Paid Contributions ***(EXHIBIT C)***
- 8.4 Consideration of **CalPERS Resolution** Regarding an Employer Resolution Tax Deferred Deduction Plan for Service Credit Purchases ***(EXHIBIT D)***
- 8.5 Consideration of **Resolution 2024-14** Adopting the Amended Conflict of Interest and Disclosure Code for the Greater Los Angeles Vector Control District approved by the Los Angeles County Board of Supervisors ***(EXHIBIT E)***
- 8.6 Consideration of **Land Lease Agreement** between Greater Los Angeles County Vector Control District and Tarpon Towers III, LLC for placement of cell phone tower at Santa Fe Springs Headquarters ***(EXHIBIT F)***
- 8.7 Consideration of **Advertising and Production Agreement** between Greater Los Angeles County Vector Control District and KCBS/KCAL authorizing to spend budgeted funds for paid media strategy. ***(EXHIBIT G)***
- 8.8 Consideration of **Contract Agreement** between Greater Los Angeles County Vector Control District and KNBC authorizing to spend budgeted funds for paid media strategy. ***(EXHIBIT H)***
- 8.9 Consideration of **Contract Agreement** between Greater Los Angeles County Vector Control District and Telemundo authorizing to spend budgeted funds for paid media strategy. ***(EXHIBIT I)***
- 8.10 Consideration of **iHeart Media Proposal** authorizing the spending of budgeted funds for paid media strategy. ***(EXHIBIT J)***
- 8.11 Consideration of **KABC Media Proposal** authorizing spending of budgeted funds for paid media strategy. ***(EXHIBIT K)***
- 8.12 Consideration of **Power Digital Proposal** authorizing the spending of budgeted funds for paid media strategy. ***(EXHIBIT L)***

9. CONSIDERATION OF RESOLUTION 2024-15, A RESOLUTION TO CREATE A LIMITED TERM POSITION, PROJECTS ASSISTANT, FOR SCIENTIFIC-TECHNICAL SERVICES (EXHIBIT M) (VOTE REQUIRED)

10. CONSIDERATION OF APPOINTMENT OF AD HOC COMMUNICATIONS ADVISORY COMMITTEE (VOTE REQUIRED)

Staff Recommendation: The President selects 5-7 members to the Ad Hoc Communications Advisor Committee

11. COMMITTEE REPORTS

11.1 Budget and Finance & Policy Committee

Melissa Ramoso and Dr. Jeff Wassem, Chairs

Review and Consideration of **Resolution 2024-16** the District Investment Policy for FY 2024-2025 (**EXHIBIT N**) (**VOTE REQUIRED**)

12. STAFF PROGRAM REPORTS: July 2024

12.1 Manager’s Report	S. Klueh, General Manager
12.2 Assistant General Manager’s Report	A. Costa, Assistant General Manger
12.3 Scientific-Technical (Staff Report A)	S. Vetrone, Sci.-Tech Services Dir.
12.4 Operations (Staff Report B)	M. Daniel, Operations Dir.
12.5 Communications (Staff Report C)	D. Pailin Jr., Communications Manager
12.6 Fiscal (Staff Report D)	Y. Segoro-Nguyen, Finance Manager
12.7 Human Resources (Staff Report E)	C. Reyes, Human Resources Manager
12.8 General Counsel Report	Q. Barrow, General Counsel

13. OTHER

Pursuant to Government Code (Brown Act) §54954.2(b), the Board may not take action on items not on the agenda unless:

- (1) A majority of the Board votes to determines that an emergency situation exists; or
- (2) Two-thirds of the Board votes in support of a motion that:
 - a. there is a need to take immediate action and
 - b. the need for action came to the attention of the Board after the agenda was posted.

14. ADJOURNMENT

The next Board of Trustees meeting will be scheduled on Thursday, September 12th, 2024, at 7:00p.m. at the District’s headquarters at 12545 Florence Avenue, Santa Fe Springs.

**GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
MINUTES NO. 2024-07**

The regular meeting of the Board of Trustees of the Greater Los Angeles County Vector Control District held at 7:00 p.m. on Thursday, July 11, 2024, at the District office at 12545 Florence Avenue, Santa Fe Springs, California.

TRUSTEES PRESENT

Melissa Ramoso, Secretary-Treasurer, *City of Artesia*
Ali Saleh, Vice President- *City of Bell*
Pedro Aceituno, *City of Bell Gardens*
Sonny Santa Ines, *City of Bellflower*
Dr. Jeff Wassem, *City of Burbank*
Jim Dear, *City of Carson*
Mark Bollman, *City of Cerritos*
Ruth Low, *City of Diamond Bar*
Dorothy Pemberton, *City of Downey*
Paulette Francis, *City of Gardena* *7:06p.m.
Luis Roa, *City of Hawaiian Gardens**7:14p.m.
Marilyn Sanabria, President- *City of Huntington Park*
Leonard Pieroni, *City of La Cañada Flintridge*
Catherine Houwen, *City of La Habra Heights*
Kevin Wight, *City of La Mirada*
Steve Croft, *City of Lakewood*
Emily Holman, *City of Long Beach*
Steve Appleton, *City of Los Angeles*
Steven Goldsworthy, *Los Angeles County*
Avik Cordeiro, *City of Montebello*
Margarita Rios, *City of Norwalk*
Gustavo Camacho, *City of Pico Rivera*
Sylvia Ballin, *City of San Fernando*
Howard Brody, *City of San Marino*
William K. Rounds, *City of Santa Fe Springs*
Maria del Pilar Avalos, *City of South Gate*
Leticia Lopez, *City of Vernon* *7:06p.m.
Mary Ann Pacheco, *City of Whittier*

TRUSTEES ABSENT (EXCUSED)

Rita Soto, *City of Lynwood*
Kevin Lainez, *City of Commerce*

TRUSTEES ABSENT

Kevin Lainez, *City of Commerce*
Daisy Lomeli, *City of Cudahy*
Stephen Ryfle, *City of Glendale*
Isabel Aguayo, *City of Paramount*
Heber Marquez, *City of Maywood*
Heidi Heinrich, *City of Santa Clarita*
Robert D. Copeland, *City of Signal Hill*
Hector Delgado, *City of South El Monte*

OTHERS PRESENT

Susanne Kluh, General Manager
Alison Costa, Assistant General Manager
Nicolas Tremblay, Senior Vector Ecologist
Mark Daniel, Director of Operations
David Pailin Jr., Communications Manager
Yani Segoro-Nguyen, Finance Manager
Cindy Reyes, Human Resources Manager
Stephanie Cao, General Counsel
Araceli Hernandez, Clerk of the Board/Executive Assistant
Susan Barnes, SCI Consulting (Presenter) via Zoom

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

1. CALL TO ORDER

Board President Sanabria (Huntington Park) called the meeting to order at 7:04 p.m.

2. QUORUM (ROLL) CALL

Following roll call, it was recorded that 28 Trustees were present and nine were absent. Three Trustee joined meeting after roll call, bringing the total to 31 Trustees present and 6 absent.

3. INVOCATION

Board President Sanabria (Huntington Park) led the invocation.

4. PLEDGE OF ALLEGIANCE

Trustee Saleh (Bell) led the Pledge of Allegiance.

5. CORRESPONDENCE

NONE

6. INTRODUCTIONS

General Manager, Susanne Kluh, introduced newly appointed Trustee for City of Whittier, Mary Ann Pacheco, Senior Vector Ecologist Nicolas Tremblay, and Susan Barnes with SCI Consulting.

7. PUBLIC COMMENT

NONE

8. CONSENT AGENDA (8.1 – 8.3)

(VOTE REQUIRED)

8.1 Consideration of **Minutes 2024-06** of regular Board Meeting held on June 13th, 2024. ***(EXHIBIT A)***

8.2 Consideration of **Resolution 2024-10** Authorizing Payment of Attached Requisition June 1st through June 31st, 2024 ***(EXHIBIT B)***

8.3 Consideration of one County of Los Angeles Joint Tax Transfer Resolution, related to Annexation No. 2021-09 to the City of Whittier, Detachment From County Road District No. 1, County Road District No. 4, And Withdrawal From The Los Angeles County Library Pursuant To Annexation 2021-09. Copies of the letter from the County of Los Angeles, Chief Executive Office requesting the resolution is attached. ***(EXHIBIT C)***

President Sanabria (Huntington Park) asked for a motion to approve Consent Agenda. Motioned by Trustee Croft (Lakewood) and seconded by Trustee Santa Ines (Bellflower). No discussion ensued. Approved unanimously with 27 votes in favor.

YES: Artesia, Bell, Bell Gardens, Bellflower, Burbank, Carson, Cerritos, Diamond Bar, Downey, Gardena, Huntington Park, La Cañada Flintridge, LA City, LA County, La Habra Heights, La Mirada, Lakewood, Long Beach, Montebello, Norwalk, Pico Rivera, San Marino, Santa Fe Springs, San Fernando, South Gate, Vernon, Whittier

NO: NONE

ABSTAIN: NONE

ABSENT: Commerce, Cudahy, Glendale, Hawaiian Gardens, Lynwood, Maywood, Paramount, Santa Clarita, Signal Hill, South El Monte

9. **PUBLIC HEARING & ADOPTION OF THE FY 2024-2025 MINIMUM BENEFIT ASSESSMENT AND VECTOR SURVEILLANCE AND CONTROL PROJECTS ASSESSMENT RATES**

Summary: This public hearing and discussion follow the June 13th Board approval of the Fiscal Year 2024-2025 Budget and Assessment Report which includes 1) staff's recommendation to maintain the "minimum benefit assessment rate" (MBAR) at \$18.97, generating \$21,663,219 in estimated benefit assessment revenue for FY 2024-2025, and 2) maintaining the existing \$0.30 per parcel black fly assessment rate, generating \$92,471 of the estimated benefit assessment revenue within the black fly assessment zone.

*The Board of Trustees regularly conducts a yearly hearing regarding adoption of its annual general benefit assessment rate. This year, the Board of Trustees intends to consider adoption of **Resolution 2024-11**, regarding maintaining the district-wide "minimum benefit assessment rate" (MBAR) at \$18.97 and maintaining the black fly assessment rate at \$0.30 in order to secure operational funding for fiscal year 2024-2025.*

- 9.1 President Sanabria declares the public hearing open.
- 9.2 Presentation of 2024-2025 Engineer's Report by Susan Barnes, SCI Consulting Group. (**EXHIBIT D**)
- 9.3 Public Comments
- 9.4 President Sanabria declares the public hearing closed.
- 9.5 Discussion and consideration of **Resolution 2024-11**, "A Resolution of the Greater Los Angeles County Vector Control District Board of Trustees Determining the Rate of the Assessment for the Fiscal Year 2024-2025 in Connection with Vector Surveillance and Control Projects of Common Benefit to the Greater Los Angeles County Vector Control District as a whole and of benefit to Zone A." (**EXHIBIT E**) (**VOTE REQUIRED**)

*Adoption of this Resolution formalizes acceptance of the District's minimum benefit assessment rate (MBAR) contained or modified within **Resolution 2024-11** to be made effective for fiscal year 2024-2025 and placed on the County Assessor's tax roll for collection effective July 2024. The justification and support for adopting the MBAR is contained in the District's "Fiscal Year 2024-2025 Budget" and Assessment Report.*

President Sanabria (Huntington Park) declared public hearing open. Presentation was given by Susan Barnes, SCI Consulting. After presentation, President Sanabria asked for public comments. Clerk of the Board, Araceli Hernandez, stated there was no public comment. President Sanabria declared public hearing closed.

President Sanabria (Huntington Park) asked for a motion to approve Resolution 2024-11. Motioned by Trustee Avalos (Southgate) and seconded by Trustee Dear (Carson). No discussion ensued. Approved unanimously with 27 votes in favor.

YES: Artesia, Bell, Bell Gardens, Bellflower, Burbank, Carson, Cerritos, Diamond Bar, Downey, Gardena, Huntington Park, La Cañada Flintridge, LA City, LA County, La Habra Heights, La Mirada, Lakewood, Long Beach, Montebello, Norwalk, Pico Rivera, San Marino, Santa Fe Springs, San Fernando, South Gate, Vernon, Whittier

NO: NONE

ABSTAIN: NONE

ABSENT: Commerce, Cudahy, Glendale, Hawaiian Gardens, Lynwood, Maywood, Paramount, Santa Clarita, Signal Hill, South El Monte

10. CONSIDERATION OF RESOLUTION 2024-12, “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT IN CONNECTION WITH THE COLLECTION OF AD VALOREM TAXES NECESSARY TO OPERATE THE DISTRICT FOR THE FISCAL YEAR 2024-2025.” (EXHIBIT F) (VOTE REQUIRED)

President Sanabria (Huntington Park) asked for a motion to approve Resolution 2024-12. Motioned by Trustee Croft (Lakewood) and seconded Trustee Dear (Carson). No discussion ensued. Approved unanimously with 28 votes in favor.

YES: Artesia, Bell, Bell Gardens, Bellflower, Burbank, Carson, Cerritos, Diamond Bar, Downey, Gardena, Hawaiian Gardens, Huntington Park, La Cañada Flintridge, LA City, LA County, La Habra Heights, La Mirada, Lakewood, Long Beach, Montebello, Norwalk, Pico Rivera, San Marino, Santa Fe Springs, San Fernando, South Gate, Vernon, Whittier

NO: NONE

ABSTAIN: NONE

ABSENT: Commerce, Cudahy, Glendale, Lynwood, Maywood, Paramount, Santa Clarita, Signal Hill, South El Monte

11. COMMITTEE REPORTS

11.1 Ad Hoc SIT

Mark Bollman, Chair

The Ad Hoc SIT committee discussed the creation of a limited term position under the Sci.-Tech, Services Department to assist with SIT program related activities and is prepared to make a recommendation.

Trustee Bollman (Cerritos) stated Ad Hoc SIT met June 27th, 2024, and Ad Hoc Committee unanimously approved to recommend item 11.1 to Board. General Manager, Susanne Kluh, presented additional information regarding item 11.1 to Board. Discussion ensued. Item will be added to Consent Agenda in August 2024.

11.2 Ad Hoc Facility Expansion Steven Goldsworthy, Chair

The Ad Hoc Facility Expansion committee discussed authorizing the General Manager to enter into an agreement, subject to General Counsel's approval as to legal form, with a project management consultant to plan and oversee future construction projects at the Pacoima and Santa Fe Springs facilities and is prepared to make a recommendation.

Trustee Goldsworthy (LA County) stated Ad Hoc Facility Expansion Committee met July 1st, 2024, and Ad Hoc Facility Expansion Committee unanimously approved to recommend item 11.2 to Board. General Manager, Susanne Kluh, presented additional information regarding item 11.2 to Board. Discussion ensued. Item will be added to Consent Agenda in August 2024.

12. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL (ANTICIPATED LITIGATION)
(Government Code Section 54956.9(b))

Number of Cases: 1

A point has been reached where, in the opinion of the Board on the advice of the Legal Counsel, based upon existing facts and circumstances, there is a significant exposure to litigation against the District. *(ADDITIONAL INFORMATION SENT UNDER SEPARATE COVER)*

General Counsel Stephanie Cao stated Board of Trustees went into Closed Session for the item identified on the agenda and there was no reportable action taken.

13. STAFF PROGRAM REPORTS: June 2024

13.1 Manager's Report S. Kluh, General Manager

General Manager, Susanne Kluh, did not add to report. No questions or comments ensued.

13.2 Assistant General Manager's Report A. Costa, Assistant General Manger

Assistant General Manager, Allison Costa, added as of July 1st, 2024 SB 553 Workplace Violence Prevention Program was completed and District maintains compliance.

13.3 Scientific-Technical (Staff Report A) N. Tremblay, Senior Vector Ecologist

Senior Vector Ecologist, Nicolas Tremblay, added District has detected two additional positive West Nile Virus pools since staff report was published. No questions or comments ensued.

13.4 Operations (Staff Report B)

M. Daniel, Operations Dir.

Operations Director, Mark Daniel, did not add to report. Discussion ensued regarding Dengue outbreaks in California with Director Daniel and Senior Vector Ecologist, Nicolas Tremblay, providing further information.

13.5 Communications (Staff Report C)

D. Pailin Jr., Communications Manager

Communications Manager, David Pailin Jr., presented on District's Summer Campaign. Discussion ensued. The board discussed to form an Ad Hoc Communications Advisory Committee. Discussion ensued with the item requested to be added to the August 2024 Agenda.

13.6 Fiscal (Staff Report D)

Y. Segoro-Nguyen, Finance Manager

Finance Manager, Yani Segoro-Nguyen, did not add to report. No questions or comments ensued.

13.7 Human Resources (Staff Report E)

C. Reyes, Human Resources Manager

Human Resources Manager, Cindy Reyes, did not add to report. No questions or comments ensued.

13.8 General Counsel Report

S. Cao, General Counsel

General Counsel, Stephanie Cao, stated there was no reportable action taken during closed session with item on agenda.

14. OTHER

Pursuant to Government Code (Brown Act) §54954.2(b), the Board may not take action on items not on the agenda unless:

- (1) A majority of the Board votes to determine that an emergency situation exists; or
- (2) Two-thirds of the Board votes in support of a motion that:
 - a. there is a need to take immediate action and
 - b. the need for action came to the attention of the Board after the agenda was posted.

NONE

15. ADJOURNMENT

The next Board of Trustees meeting will be scheduled on Thursday, August 8th, 2024, at 7:00p.m. at the District's headquarters at 12545 Florence Avenue, Santa Fe Springs.

RESOLUTION NO. 2024-13

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

CERTIFICATION

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

Finance Manager

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 8th day of August 2024.

President

I, _____, Secretary-Treasurer of the Greater Los Angeles County Vector Control District, hereby certify that Resolution No. 2024-13 was duly adopted by the Board of Trustees at its regular meeting held on August 8th, 2024.

Secretary-Treasurer

GLACVCD
JULY REQUISITION SCHEDULE
SENT UNDER SEPARATE COVER

EXHIBIT B

**TOTAL SALARIES
FOR JULY 2024**

EMPLOYEE	15TH PAYROLL	30TH PAYROLL	TOTAL
<u>ADMINISTRATION-SFS</u>			
Total Administration-SFS	48,675.94	47,475.49	96,151.43
<u>OPERATIONS-SFS</u>			
Total Operations-SFS	102,435.81	103,239.92	205,675.73
<u>OPERATIONS-SYLMAR</u>			
Total Operations-Sylmar	94,921.30	91,481.85	186,403.15
<u>UNDERGROUND-SFS</u>			
Total Underground-SFS	41,103.26	46,764.10	87,867.36
<u>UNDERGROUND-SYLMAR</u>			
Total Underground-Sylmar	19,973.62	17,181.60	37,155.22
SCIENTIFIC - TECH-SFS			
Total Scientific-Tech-SFS	24,794.49	24,848.38	49,642.87
SCIENTIFIC - TECH-SYLMAR			
Total Scientific-Tech-Sylmar	17,834.31	16,409.72	34,244.03
PUBLIC INFORMATION			
Total Public Information	12,949.50	13,190.72	26,140.22
EDUCATION PROGRAM			
Total Education Program	4,028.60	4,324.52	8,353.12
MAINTENANCE-SFS			
Total Maintenance-SFS	19,772.66	19,757.82	39,530.48
MAINTENANCE-SYLMAR			
Total Maintenance-Sylmar	7,875.67	8,392.68	16,268.35
SEASONAL OPS			
Total Seasonal Ops	34,874.25	39,963.02	74,837.27
Total Gross Payroll	429,239.41	433,029.82	862,269.23
Employer Taxes	10,035.13	9,076.47	19,111.60
Employee Benefits*	46,091.23	46,467.49	92,558.72
Trustee Payroll	2,750.00		2,750.00
	-		-
Total Payroll	488,115.77	488,573.78	976,689.55

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

**RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS –
IRC 414(H)(2) EMPLOYER PICK-UP**

WHEREAS, the Greater LA County Vector Control District has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) adopted its resolution re section 414(h)(2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

WHEREAS, the Greater LA County Vector Control District has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to Greater LA County Vector Control District who are members of the CalPERS:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the Greater LA County Vector Control District will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the CalPERS on behalf of all its employees or all its employees in a recognized group or class of employment who are members of CalPERS. "Employee contributions" shall mean those contributions to CalPERS which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the Greater LA County Vector Control District to CalPERS, although designated as employee contributions, are being paid by the Greater LA County Vector Control District in lieu of contributions by the employees who are members of CalPERS.

- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Greater LA County Vector Control District to CalPERS.
- IV. The Greater LA County Vector Control District shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the Greater LA County Vector Control District to CalPERS on behalf of an employee shall be the entire contribution required of the employee by CalPERS (California Government Code sections 20000, et seq.).
- VI. That the contributions designated as employee contributions made by Greater LA County Vector Control District to CalPERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalPERS.

PASSED AND ADOPTED by the governing body of the Greater LA County Vector Control District this 8th day of August, 2024.

BY _____
(Signature of Official)

(Title of Official)

**EMPLOYER RESOLUTION
TAX DEFERRED DEDUCTION PLAN
FOR SERVICE CREDIT PURCHASES**

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) at the April 1996 meeting approved a Tax-Deferred payroll deduction plan for service credit purchases under Internal Revenue Code (IRC) section 414(h)(2);

WHEREAS, the Greater LA County Vector Control District has the authority to implement the provisions of IRC section 414(h)(2) and has determined that even though implementation is not required by law, the tax benefit offered by this section should be provided to those employees who are members of CalPERS; and

WHEREAS, the Greater LA County Vector Control District elects to participate in the Tax-Deferred payroll deduction plan for all employees in the following CalPERS employee groups or classifications (i.e., miscellaneous, safety, police, fire, etc.):

Miscellaneous

NOW, THEREFORE, BE IT RESOLVED:

- I. That the Greater LA County Vector Control District will implement the provisions of IRC section 414(h)(2) by making employee contributions for service credit purchases pursuant to the California State Government Code on behalf of its employees who are members of CalPERS and who have made a binding irrevocable election to participate in the Tax-Deferred payroll deduction plan. "Employee contributions" shall mean those contributions reported to CalPERS which are deducted from the salary of employees and are credited to individual employee accounts for service credit purchases, thereby resulting in tax deferral of employee contributions.
- II. That the contributions made by the Greater LA County Vector Control District to CalPERS, although designated as employee contributions, are being paid by the Greater LA County Vector Control District in lieu of contributions by the employees who are members of CalPERS.

- III. That the employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Greater LA County Vector Control District to CalPERS.
- IV. That the Greater LA County Vector Control District shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary, thereby resulting in tax deferral of employee contributions.
- V. That the effective date for commencement of the Tax-Deferred payroll deduction plan cannot be any earlier than the date the completed resolution is received and approved by CalPERS.
- VI. That the governing body of the Greater LA County Vector Control District shall participate in and adhere to requirements and restrictions of the Tax-Deferred payroll deduction plan by reporting Tax-Deferred payroll deductions when authorized by CalPERS for those employees of the above stated employee groups or classifications who have elected to participate in this plan.

PASSED AND ADOPTED by the governing body of the Greater LA County Vector Control District this 8th day of August, 2024.

BY _____
(Signature of Official)

(Title of Official)

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

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

Email: info@GLAmosquito.org Website: www.GLAmosquito.org

PRESIDENT

Marilyn Sanabria, Huntington Park

VICE PRESIDENT

Ali Saleh, Bell

SECRETARY-TREASURER

Melissa Ramoso, Artesia

GENERAL MANAGER

Susanne Klueh

MEMORANDUM

DATE: August 1, 2024

TO: Greater Los Angeles County Vector Control District Board of Trustees

FROM: Susanne Klueh, General Manager

SUBJECT: GLACVCD Amended Conflict of Interest and Disclosure Code
(Res. 2024-14)

On March 22, 2023, the Los Angeles County Conflict of Interest Division requested that local public agencies perform a biennial review of their conflict-of-interest code. Upon review of the disclosure codes for the Greater Los Angeles Vector Control District, it was determined that an amendment was required to comply with the provisions of the Political Reform Act.

The updates to the code revises language in two disclosure categories, removes an unnecessary disclosure category from the code, adding 10 positions to the code, changes the titles of four positions, and adding a footnote regarding consultants/new positions.

The Los Angeles County Board of Supervisors approved the code amendments on June 25th, 2024, and the effective date of the new code was June 26th, 2024. Pursuant to Government Code Section 87306, the District is required to adopt and promulgate the amended Conflict of Interest Code, presented herein as Resolution 2024-14.

BELL GARDENS

Pedro Aceituno

BELLFLOWER

Sonny R. Santa Ines

BURBANK

Dr. Jeff D. Wassen

CARSON

Jim Dear

CERRITOS

Mark W. Bollman

COMMERCE

Kevin Lainez

CUDAHY

Daisy Lomeli

DIAMOND BAR

Ruth M. Low

DOWNEY

Dorothy Pemberton

GARDENA

Paulette C. Francis

GLENDALE

Steve Ryfle

HAWAIIAN GARDENS

Luis Roa

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LA HABRA HEIGHTS

Catherine Houwen

LAKEWOOD

Steve Croft

LA MIRADA

Matthew Wight

LONG BEACH

Emily Holman

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Steven A. Goldsworthy

LYNWOOD

Rita Soto

MAYWOOD

Jessica Torres

MONTEBELLO

Avik Cordeiro

NORWALK

Margarita L. Rios

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Gustavo V. Camacho

SAN FERNANDO

Sylvia Ballin

SAN MARINO

Howard Brody

SANTA CLARITA

Heidi Heinrich

SANTA FE SPRINGS

William K. Rounds

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

Maria del Pilar Avalos

VERNON

Leticia Lopez

WHITTIER

Mary Ann Pacheco

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ADOPTING AN AMENDED CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE AMENDED CONFLICT OF INTEREST CODE PREPARED BY AND APPROVED BY THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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

Section 1. The Political Reform Act, Government Code Sections 81000, et seq., requires state and local governmental agencies to adopt a Conflict of Interest Code. On June 25th, 2024, the Board of Supervisors of the County of Los Angeles approved an amended Conflict of Interest and Disclosure Code (“Code”) for the Greater Los Angeles County Vector Control District (“District”).

Section 2. The District hereby adopts the Code attached hereto as Appendix A as its conflict of interest code. The Code is hereby incorporated by this reference

Section 3. The Secretary-Treasurer is directed to certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 8th day of August 2024

President

I, _____, Secretary-Treasurer of the Greater Los Angeles County Vector Control District, hereby certify that Resolution No. 2024-14 was duly adopted by the Board of Trustees at its regular meeting held on August 8th, 2024.

Secretary-Treasurer

APPENDIX A

Conflict of Interest Code Of the

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Trustees and its General Manager and forward the originals of such statements to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

CATEGORY 3

Persons in this category shall disclose all income and business positions.

CATEGORY 4

Persons in this category shall disclose all business positions, investments in, or income (including gifts, loans, and travel payments) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

CATEGORY 5

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from:

Business entities that are subject to inspection or enforcement action by the designated positions in their capacity as employees of the Greater Los Angeles County Vector Control District.

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT "B"

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Trustees	1, 2, 3
General Manager	1, 2, 3
Assistant General Manager	1, 2, 3
Director of Operations	4, 5
Human Resources Manager	2, 3
Communications Manager	4
Finance Manager	4
Director of Scientific-Technical Services	4
Facilities and Fleet Maintenance Supervisor	4
Information Technology Administrator	4
Environmental Program Manager	4
Human Resources Analyst	4
Information Technology Administrator	4
Clerk of the Board/Executive Assistant	4
GIS/IT Specialist	4
Maintenance Technician	4
Operations Supervisor	4
Senior Vector Ecologist	4
Operations Manager	4

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT “B” (cont’d)

Designated Positions

Disclosure Categories

Consultants/New Positions*

*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The General Manager may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

EFFECTIVE: 6/26/2024

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

June 25, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 June 25, 2024

EDWARD YEN
EXECUTIVE OFFICER

**CONFLICT OF INTEREST CODES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approval of Conflict of Interest Codes.

IT IS RECOMMENDED THAT THE BOARD:

Approve the Conflict of Interest Codes for the Greater Los Angeles County Vector Control District, Hacienda La Puente Unified School District, and Hawthorne School District to be effective the day following your Board's approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to Government Code Section 87300, every local government agency must adopt and promulgate a Conflict of Interest Code. Agencies are required to amend their Conflict of Interest Codes when necessitated by changed circumstances pursuant to Government Code Section 87306.

In accordance with the Political Reform Act of 1974, the Board of Supervisors is the code reviewing body for Los Angeles County. The Board of Supervisors must approve an agency's code before it can take effect.

The proposed Conflict of Interest Codes have been thoroughly reviewed and approved by the code review staff in accordance with the procedures established by your Board.

Implementation of Strategic Plan Goals

Approval of the attached codes broadly supports the County’s strategic plan of pursuing Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

Local governmental agencies must have a Conflict of Interest Code in which individuals in designated positions are required to disclose financial interests at a level appropriate to their decision-making authority.

Adoption of a Conflict of Interest Code deters potential conflicts of interest, thereby averting misuse of public funds.

The recommended action has no effect on budget revenues or expenditures.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 87300, the code review staff recommends that your Board approve the Conflict of Interest Codes for the agencies listed below.

SUBSTANTIVE CHANGES:

(Greater Los Angeles County Vector Control District)

- Revises language in two disclosure categories.
- Removes an unnecessary disclosure category from the code.
- Adds 10 positions to the code.
- Changes the titles of four positions.
- Adds a footnote regarding consultants/new positions.

(Hacienda La Puente Unified School District)

- Removes an unnecessary disclosure category from the code.
- Changes the titles of four positions.
- Expands the disclosure of two positions.
- Deletes two positions from the code due to reorganization.
- Adds two positions to the code.

(Hawthorne School District)

- Removes an obsolete disclosure category from the code.
- Changes the titles of six positions.
- Deletes two positions from the code as they no longer exist in the district.
- Adds one position to the code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the attached Conflict of Interest Codes for these agencies will further the purposes of the Political Reform Act of 1974 by requiring the individuals designated in each agency’s code to disclose appropriate economic interests.

CONCLUSION

If you have any questions, you may contact Nanette Herrera, Deputy Executive Officer, at (213) 633-5722; or your staff may contact Don Garcia, Chief, Conflict of Interest/Lobbyist Division, at (213) 974-1578.

Respectfully submitted,



Edward Yen
Executive Officer

EY:pn

Enclosures

c: Chief Executive Officer
County Counsel

EXHIBIT E

Conflict of Interest Code
Of the

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Trustees and its General Manager and forward the originals of such statements to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

PROPOSED CODE

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

~~Persons are not required to disclose property used primarily as their residence or for personal recreational purposes.~~

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

CATEGORY 3

Persons in this category shall disclose all income and business positions.

CATEGORY 4

Persons in this category shall disclose all business positions, investments in, or income (including gifts, ~~and loans,~~ **and travel payments**) received from business entities that manufacture, provide or sell service and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

CATEGORY 5

~~Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.~~

~~In addition, individuals who, under contract, participate in decisions which affect financial interests by providing information, advice, recommendation or counsel to the~~

PROPOSED CODE

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT "A" (cont'd)

~~agency which could affect financial interest shall be required to file Statements of Economic Interests, unless they fall within the Political Reform Act's exceptions to the definition of consultant. The level of disclosure shall be as determined by the executive officer (or head) of the agency.~~

CATEGORY 6-5

Persons in this category shall disclose all business positions, investments in, or income (including gifts and loans) received from:

Business entities that are subject to inspection or enforcement action by the designated positions in their capacity as employees of the Greater Los Angeles County Vector Control District.

PROPOSED CODE

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT "B"

<u>Designated Positions</u>	<u>Disclosure Categories</u>	
Trustees	1, 2, 3	
General Manager	1, 2, 3	
Assistant General Manager	1, 2, 3	(Add)
Director of Operations	4, 6-5	(Renumber)
Human Resources Manager (was Director of Human Resources)	2, 3	(Title Change)
Communications Manager (was Director of Community Affairs)	4	(Title Change)
Finance Manager (was Director of Fiscal Operations)	4	(Title Change)
Director of Scientific-Technical Services	4	
Facilities and Fleet Maintenance Supervisor (was Facilities and Maintenance Supervisor)	4	(Title Change)
Information Technology Administrator	4	
Environmental Program Manager	4	(Add)
Human Resources Analyst	4	(Add)

PROPOSED CODE

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT “B” (cont’d)

<u>Designated Positions</u>	<u>Disclosure Categories</u>	
Information Technology Administrator	4	(Add)
Clerk of the Board/Executive Assistant	4	(Add)
GIS/IT Specialist	4	(Add)
Maintenance Technician	4	(Add)
Operations Supervisor	4	(Add)
Senior Vector Ecologist	4	(Add)
Operations Manager	4	(Add)
Consultants/New Positions*	5	

***Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:**

The General Manager may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

EXHIBIT "B" (cont'd)

Individuals who perform under contract the duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interest in the categories assigned to that designated position.

EFFECTIVE:

EXHIBIT B

LAND LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) is dated this _____ day of _____, 2024 is entered into by and between **Greater Los Angeles County Vector Control District**, a California public entity, whose address is 12545 Florence Ave, Santa Fe Springs, CA 90670 (“Owner”) and **Tarpon Towers III, LLC**, a Delaware limited liability company, 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202 (“Tenant”), and provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner (“Premises”) shall consist of the following:
 - a) Real property comprised of approximately one thousand one hundred (1,100) square feet of land
 - b) Non – exclusive easement required to run utility lines and cables
 - c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

IN OR UPON THE Owner’s real property (“Owner’s Property”) located at 12545 Florence Ave, Santa Fe Springs, Los Angeles County, California (APN: 8009-15-913 and 8009-015-914), which Owner’s Property is more particularly described on Exhibit “A” and the Premises which are more particularly described on Exhibit “B” both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

Tenant accepts the Premises in its current “AS IS” condition, without representation or warranty, express or implied, and subject to all matters of record and all other title matters that would be revealed by an inspection.

2. **OPTION.** In consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) (the “Option Money”), to be paid by Tenant to Owner within thirty (30) days of Tenant’s execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the “Option”) to lease the Premises in accordance with the terms and conditions set forth herein.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the “Option Period”). At Tenant’s election and upon Tenant’s written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended by written notice from Tenant to Landlord given at least thirty (30) days prior to the expiration of the then-current Option Period, for additional Twelve (12) month periods with an additional payment of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) increased annually on each anniversary of the date of this Agreement by two and one half percent (2.5%) on a cumulative basis, by Tenant to Owner for each extension of the Option Period. If Tenant fails to timely exercise the Option or timely extend the Option Period (with required payment), then the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain

all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for five (5) successive five (5) year periods and one (1) additional successive period of four (4) years (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term. In no event shall this Agreement be for a term of longer than thirty-four (34) years.
4. **RENT.**
 - (a) Tenant shall pay to Owner an annual lease fee of Thirty Thousand and 00/100 DOLLARS (\$30,000.00) ("Rent") in monthly payments of TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by Two Percent (2.0%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.
5. **USE.**
 - (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as reasonably required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises, and provided, further, that the Communications Facilities do not

interfere with reception and transmissions by Owner. Owner shall be required to provide Tenant with a list of all operating frequencies by Owner so that Tenant may avoid such interference. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty-four (24) hour, seven (7) day a week, year-round access to the Property, subject to circumstances beyond Owner's control. Tenant shall have the right to park a reasonable number of vehicles on Owner's Property, subject to availability of parking spaces, when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

- (b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to this Agreement (such as possessory interest taxes assessed to Tenant) or any equipment or improvements of Tenant.
 - (c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such reasonable studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall repair any damage to the Property caused thereby, at Tenant's cost. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.
 - (d) Throughout the term of this Agreement, Owner shall reasonably cooperate with Tenant and execute all reasonable documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval, and Tenant shall not take any action that would adversely affect Owner or Owner's ability to use the Property.
6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement, and (iii) written notice of all subleases and must be first delivered to Owner which must include the name and notice addresses of the subtenants. Tenant must inform Owner of any updates to the subtenants notice address.

7. **ASSIGNMENT.**

- (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company (meaning a company that owns all of Tenant as shown by reasonable evidence provided to Owner), at any time, without Owner consent, but only after delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner. As to other assignments, Tenant may assign this Agreement to any entity acquiring a substantial majority of Tenant's assets and who have an equal or greater net worth as Tenant at the time of the Assignment, as evidenced to Owner with prior written notice of the Assignment. All other assignments shall require the prior written consent of Owner, not to be unreasonably withheld, conditioned or delayed.
- (b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent provided prior written notice is given to Owner of the name and address for notices of such Leasehold Lender. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

(i) Successors. Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

(ii) Default Notice. Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

(iii) Notice and Curative Rights. If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

(iv) No Amendment. This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

(v) New Lease. If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

(vi) Subordination. Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

(v) Initial Leasehold Lender/Third Party Beneficiary. Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

(vi) Notice. Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee provided such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.
9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking an assignment of this Agreement or the rental stream associated with this Agreement, (a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.
10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles) but only within the Premises. Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to reasonably cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company reasonably requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, reasonable documents necessary to evidence such easement provided it is within

the Premises, and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. All personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement, or else Owner may do so and may retain or dispose of the same without liability to Tenant, and may charge the cost to Tenant (and the foregoing shall survive the expiration and any earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than five (5) feet below grade level.
12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant (and Owner as additional insured) against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of Two Million Dollars (\$2,000,000). Tenant shall provide reasonable evidence of such insurance prior to entering the Premises, and thereafter upon thirty (30) days written notice/request from Landlord given not more often than twice each year.
13. **CONDITION OF PROPERTY.** [INTENTIONALLY DELETED]
14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.
15. **INDEMNITY.** Tenant shall indemnify, defend and hold Owner harmless from and against any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities, losses, and liens which arise out of (a) the breach of this Agreement by Tenant or its contractors; or (b) the use and/or occupancy of the Premises or parking area by Tenant or its contractors; or (c) the use, storage, release, transportation or disposal by Tenant or its contractors of any hazardous, toxic or dangerous materials. This

indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any gross or active negligence or intentional misconduct of Owner, and shall survive the termination of this Agreement.

16. HAZARDOUS SUBSTANCES. Owner represents that to the knowledge of Owner's Executive Director/General Manager, Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall have no liability for the introduction of any such substances onto Owner's Property or the Premises unless such substance was introduced to the Owner's Property or Premises by Tenant or anyone acting on behalf of Tenant.

17. CASUALTY/CONDEMNATION.

(a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Owner shall be entitled to receive all insurance proceeds and/or condemnation awards otherwise payable to Tenant or Owner or both for the Property or any portion thereof or interest therein (including the leasehold estate under this Agreement), but Tenant may receive and retain any amounts awarded to Tenant for its equipment/property and relocation costs, and Tenant may apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. WAIVER OF LANDLORD'S LIEN. To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

19. QUIET ENJOYMENT. Tenant, upon compliance with this Agreement (subject to Tenant rights to any notice of default and cure period), shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to

obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

- 20. DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) provided Owner shall have received written notice from Tenant of the name and address for notices of the applicable Leasehold Lender, Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.
- 21. ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) business days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
- (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) the term of this Agreement and the Rent then in effect and any additional charges;
 - (d) the date through which Tenant has paid the Rent;
 - (e) that to the knowledge of the Executive Director/General Manager of Owner, Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
 - (f) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. MISCELLANEOUS.

- (a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.
- (b) Time is of the essence of every provision hereof in which time is a factor.
- (c) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.
- (d) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.
- (e) The parties may sign this Agreement in counterparts hereto.
- (f) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.
- (g) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- (h) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.
- (i) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Addresses for notices may be changed by a notice given under this section. Notices shall be sent to:

For Tenant:

Tarpon Towers
8916 77th Terrace East, Suite 103
Lakewood Ranch, FL 34202

Attn: Site Administration
Re: Site ID: CA 1098 Blorenc

For Owner:

GLACVCD
12545 Florence Ave.
Santa Fe Springs, CA 90670
Attn: _____

- (j) This Agreement shall be construed in accordance with the laws of the state of California.
- (k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall defend, indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.
- (l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorneys' fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.
- (m) Notwithstanding anything to the contrary contained in this Agreement, Owner agrees and acknowledges that all of the terms of this Agreement and any information furnished to Owner by Tenant in connection therewith are confidential, subject to the following sentence. Owner shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Owner's attorney, accountant, lender and/or a prospective fee simple purchaser of Owner's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

- (n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement. Tenant's recourse against Owner shall be limited to Owner's interest in the Property.

*Remainder of Page Intentionally Blank
Signature Page to Follow*

EXHIBIT F

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:

**Greater Los Angeles County Vector
Control District,**
a California public entity

By: _____
Print: _____
Title: _____

Date: _____, 2024

TENANT:

Tarpon Towers III, LLC,
a Delaware limited liability company

By: _____
Brett Buggeln
Chief Operating Officer

Date: _____, 2024

EXHIBIT "A" TO LAND LEASE AGREEMENT

DESCRIPTION OF OWNER'S PROPERTY

Tract 1:

PARCEL 1, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 20434, FILED IN BOOK 225, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Tract 2:

THOSE PORTIONS OF LOT 1 OF TRACT NO. 45863-02 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES STATE OF CALIFORNIA OF MAP FILED IN BOOK 1223, PAGES 63 THROUGH 66, INCLUSIVE, OF MAPS, AND OF PARCEL 2 AS DESCRIBED IN DIRECTOR'S DEED RECORDED FEBRUARY 23, 1998 AS INSTRUMENT NO. 98-289180, OF OFFICIAL RECORDS, AND LOTS 1, 2 AND 3 OF BLOCK 217 AND PORTIONS OF LOTS 15, 16 AND 17 OF BLOCK 181 OF THE LOS ANGELES OLIVE GROWER'S ASSOCIATION LANDS AS SHOWN ON MAP RECORDED IN BOOK 53, PAGE 27, OF MISCELLANEOUS RECORDS, AND THAT PORTION OF BRADLEY AVENUE, VACATED (LYING BETWEEN SAID BLOCKS), ALSO BEING A PORTION OF PARCEL "A" AS DESCRIBED IN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JUNE 20, 2000 AS INSTRUMENT NO. 00-0947614, OF OFFICIAL RECORDS, ALL RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL "A"; THENCE

1. ALONG THE WESTERLY LINE OF SAID PARCEL "A" SOUTH 05° 34' 37" EAST 312.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE
2. ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "A" NORTH 74° 39' 24" EAST 29.17 FEET; THENCE
3. CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 64° 27' 27" EAST 174.93 FEET; THENCE
4. CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 57° 53' 14" EAST 8.39 FEET TO A LINE 200.67 FEET EASTERLY OF AND PARALLEL WITH, MEASURED AT RIGHT ANGLE TO, WESTERLY LINE OF SAID PARCEL "A"; THENCE
5. ALONG SAID PARALLEL LINE NORTH 05° 34' 37" WEST 225.30 FEET TO THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE
6. ALONG SAID NORTHERLY LINE NORTH 87° 54' 42" WEST 74.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 950.00 FEET; THENCE
7. WESTERLY ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 39' 55" AN ARC DISTANCE OF 127.10 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO LAND LEASE AGREEMENT

DESCRIPTION OF PREMISES

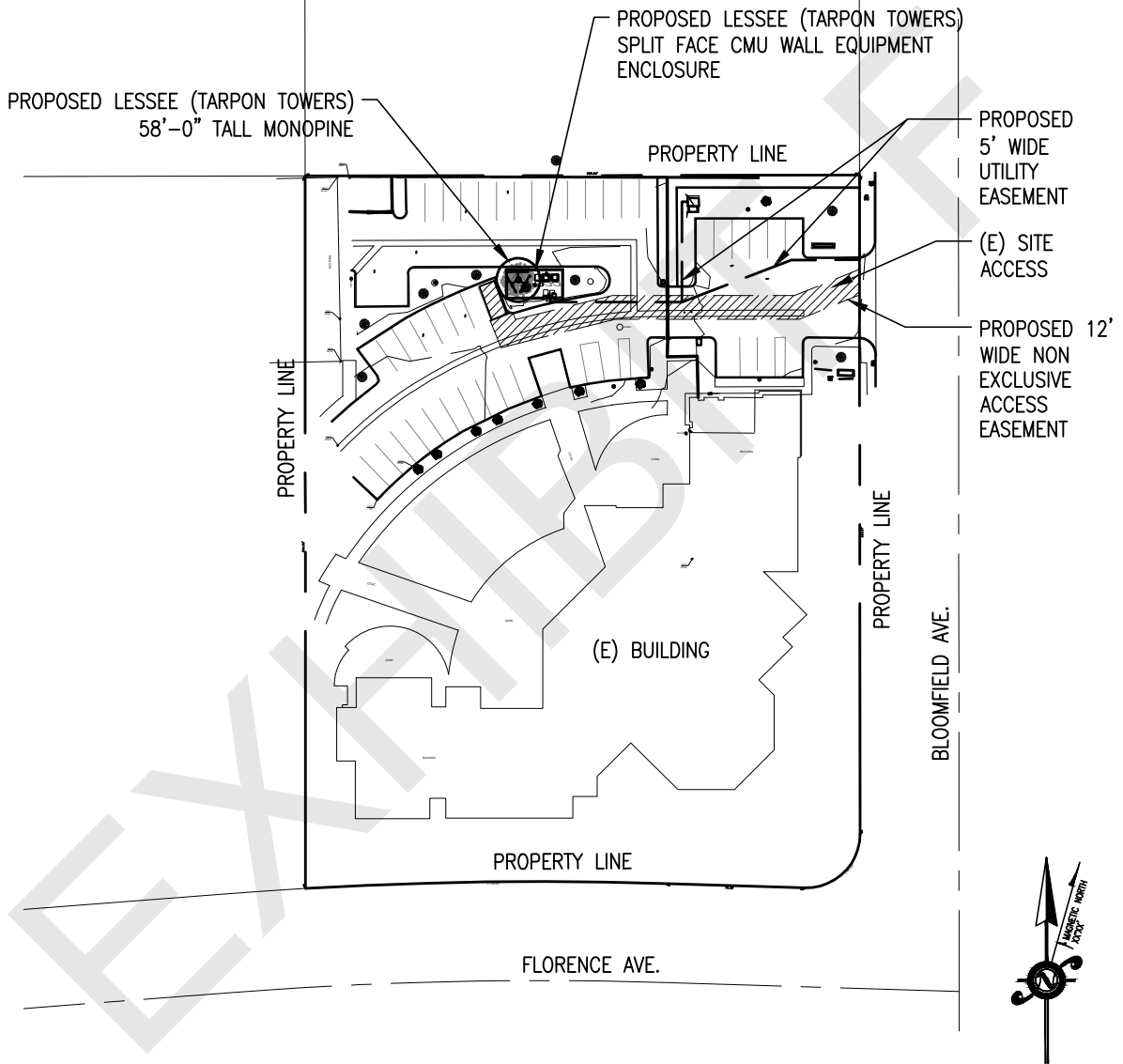
- a) Real property comprised of approximately one thousand one hundred (1,100) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

All as shown on (and limited to) the attached diagram.

See Attached Two (2) Pages

EXHIBIT B

LEASE AREA DIMENSIONS:
 435'± EQUIPMENT ENCLOSURE
 380'± NEW TOWER AERIAL
 815'± TOTAL SQ. FT.



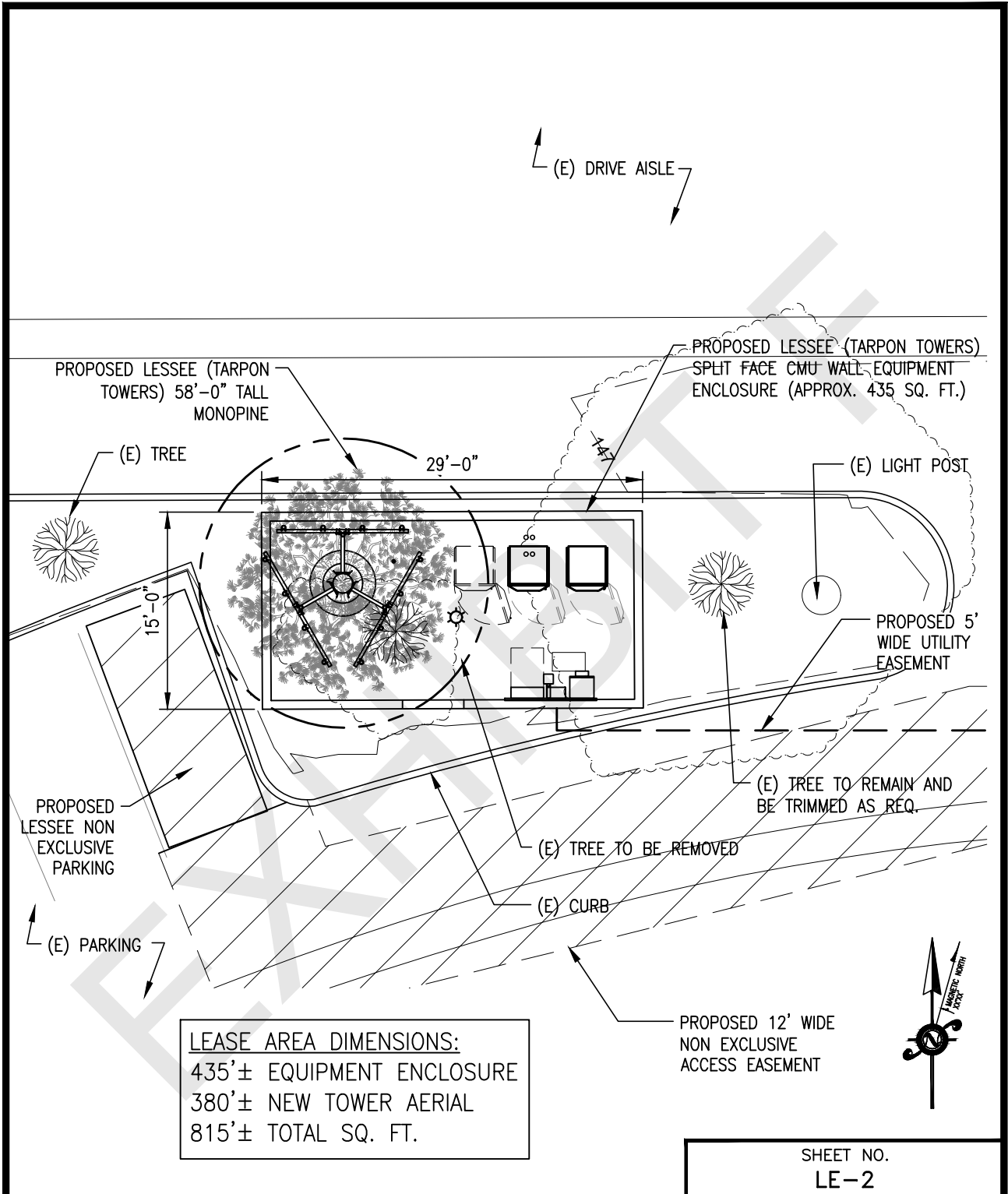
SHEET NO.
LE-1

CDG
 22431 ANTONIO PKWY
 SUITE B160-131
 RANCHO SANTA MARGARITA CA 92688
 dconnell@connelldesigngroup.com
 949-306-4644

smartlink
 3300 IRVINE AVE, STE 300
 NEWPORT BEACH, CA 92660

SHEET TITLE
SITE PLAN
 BLORENCE
 12545 FLORENCE AVE.
 SANTA FE SPRINGS
 CA, 90670

**TARPON
TOWERS**



CDG
 22431 ANTONIO PKWY
 SUITE B160-131
 RANCHO SANTA MARGARITA CA 92688
 dconnell@connelldesigngroup.com
 949-306-4644

smartlink
 3300 IRVINE AVE, STE 300
 NEWPORT BEACH, CA 92660

SHEET TITLE
LEASE AREA
 BLORENCE
 12545 FLORENCE AVE.
 SANTA FE SPRINGS
 CA, 90670



LAND LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) is dated this _____ day of _____, 2024 is entered into by and between **Greater Los Angeles County Vector Control District**, a California public entity, whose address is 12545 Florence Ave, Santa Fe Springs, CA 90670 (“Owner”) and **Tarpon Towers III, LLC**, a Delaware limited liability company, 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202 (“Tenant”), and provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner (“Premises”) shall consist of the following:
 - a) Real property comprised of approximately one thousand one hundred (1,100) square feet of land
 - b) Non – exclusive easement required to run utility lines and cables
 - c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

IN OR UPON THE Owner’s real property (“Owner’s Property”) located at 12545 Florence Ave, Santa Fe Springs, Los Angeles County, California (APN: 8009-15-913 and 8009-015-914), which Owner’s Property is more particularly described on Exhibit “A” and the Premises which are more particularly described on Exhibit “B” both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

Tenant accepts the Premises in its current “AS IS” condition, without representation or warranty, express or implied, and subject to all matters of record and all other title matters that would be revealed by an inspection.

2. **OPTION.** In consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) (the “Option Money”), to be paid by Tenant to Owner within thirty (30) days of Tenant’s execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the “Option”) to lease the Premises in accordance with the terms and conditions set forth herein.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the “Option Period”). At Tenant’s election and upon Tenant’s written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended by written notice from Tenant to Landlord given at least thirty (30) days prior to the expiration of the then-current Option Period, for additional Twelve (12) month periods with an additional payment of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) increased annually on each anniversary of the date of this Agreement by two and one half percent (2.5%) on a cumulative basis, by Tenant to Owner for each extension of the Option Period. If Tenant fails to timely exercise the Option or timely extend the Option Period (with required payment), then the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain

all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for five (5) successive five (5) year periods and one (1) additional successive period of four (4) years (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term. In no event shall this Agreement be for a term of longer than thirty-four (34) years.
4. **RENT.**
 - (a) Tenant shall pay to Owner an annual lease fee of Thirty Thousand and 00/100 DOLLARS (\$30,000.00) ("Rent") in monthly payments of TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,500.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by Two Percent (2.0%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.
5. **USE.**
 - (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as reasonably required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises, and provided, further, that the Communications Facilities do not

interfere with reception and transmissions by Owner. Owner shall be required to provide Tenant with a list of all operating frequencies by Owner so that Tenant may avoid such interference. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty-four (24) hour, seven (7) day a week, year-round access to the Property, subject to circumstances beyond Owner's control. Tenant shall have the right to park a reasonable number of vehicles on Owner's Property, subject to availability of parking spaces, when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

- (b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to this Agreement (such as possessory interest taxes assessed to Tenant) or any equipment or improvements of Tenant.
 - (c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such reasonable studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall repair any damage to the Property caused thereby, at Tenant's cost. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.
 - (d) Throughout the term of this Agreement, Owner shall reasonably cooperate with Tenant and execute all reasonable documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval, and Tenant shall not take any action that would adversely affect Owner or Owner's ability to use the Property.
6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement, and (iii) written notice of all subleases and must be first delivered to Owner which must include the name and notice addresses of the subtenants. Tenant must inform Owner of any updates to the subtenants notice address.

7. **ASSIGNMENT.**

- (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company (meaning a company that owns all of Tenant as shown by reasonable evidence provided to Owner), at any time, without Owner consent, but only after delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner. As to other assignments, Tenant may assign this Agreement to any entity acquiring a substantial majority of Tenant's assets and who have an equal or greater net worth as Tenant at the time of the Assignment, as evidenced to Owner with prior written notice of the Assignment. All other assignments shall require the prior written consent of Owner, not to be unreasonably withheld, conditioned or delayed.
- (b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent provided prior written notice is given to Owner of the name and address for notices of such Leasehold Lender. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

(i) Successors. Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

(ii) Default Notice. Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

(iii) Notice and Curative Rights. If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

(iv) No Amendment. This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

(v) New Lease. If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

(vi) Subordination. Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

(v) Initial Leasehold Lender/Third Party Beneficiary. Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

(vi) Notice. Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee provided such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.
9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking an assignment of this Agreement or the rental stream associated with this Agreement, (a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.
10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles) but only within the Premises. Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to reasonably cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company reasonably requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, reasonable documents necessary to evidence such easement provided it is within

the Premises, and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. All personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement, or else Owner may do so and may retain or dispose of the same without liability to Tenant, and may charge the cost to Tenant (and the foregoing shall survive the expiration and any earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than five (5) feet below grade level.
12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant (and Owner as additional insured) against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of Two Million Dollars (\$2,000,000). Tenant shall provide reasonable evidence of such insurance prior to entering the Premises, and thereafter upon thirty (30) days written notice/request from Landlord given not more often than twice each year.
13. **CONDITION OF PROPERTY.** [INTENTIONALLY DELETED]
14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.
15. **INDEMNITY.** Tenant shall indemnify, defend and hold Owner harmless from and against any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities, losses, and liens which arise out of (a) the breach of this Agreement by Tenant or its contractors; or (b) the use and/or occupancy of the Premises or parking area by Tenant or its contractors; or (c) the use, storage, release, transportation or disposal by Tenant or its contractors of any hazardous, toxic or dangerous materials. This

indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any gross or active negligence or intentional misconduct of Owner, and shall survive the termination of this Agreement.

16. HAZARDOUS SUBSTANCES. Owner represents that to the knowledge of Owner's Executive Director/General Manager, Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall have no liability for the introduction of any such substances onto Owner's Property or the Premises unless such substance was introduced to the Owner's Property or Premises by Tenant or anyone acting on behalf of Tenant.

17. CASUALTY/CONDEMNATION.

(a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Owner shall be entitled to receive all insurance proceeds and/or condemnation awards otherwise payable to Tenant or Owner or both for the Property or any portion thereof or interest therein (including the leasehold estate under this Agreement), but Tenant may receive and retain any amounts awarded to Tenant for its equipment/property and relocation costs, and Tenant may apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. WAIVER OF LANDLORD'S LIEN. To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

19. QUIET ENJOYMENT. Tenant, upon compliance with this Agreement (subject to Tenant rights to any notice of default and cure period), shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to

obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

- 20. DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) provided Owner shall have received written notice from Tenant of the name and address for notices of the applicable Leasehold Lender, Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.
- 21. ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) business days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
- (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) the term of this Agreement and the Rent then in effect and any additional charges;
 - (d) the date through which Tenant has paid the Rent;
 - (e) that to the knowledge of the Executive Director/General Manager of Owner, Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
 - (f) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. MISCELLANEOUS.

- (a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.
- (b) Time is of the essence of every provision hereof in which time is a factor.
- (c) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.
- (d) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.
- (e) The parties may sign this Agreement in counterparts hereto.
- (f) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.
- (g) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- (h) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.
- (i) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Addresses for notices may be changed by a notice given under this section. Notices shall be sent to:

For Tenant:

Tarpon Towers
8916 77th Terrace East, Suite 103
Lakewood Ranch, FL 34202

Attn: Site Administration
Re: Site ID: CA 1098 Blorenc

For Owner:

GLACVCD
12545 Florence Ave.
Santa Fe Springs, CA 90670
Attn: _____

- (j) This Agreement shall be construed in accordance with the laws of the state of California.
- (k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall defend, indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.
- (l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorneys' fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.
- (m) Notwithstanding anything to the contrary contained in this Agreement, Owner agrees and acknowledges that all of the terms of this Agreement and any information furnished to Owner by Tenant in connection therewith are confidential, subject to the following sentence. Owner shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Owner's attorney, accountant, lender and/or a prospective fee simple purchaser of Owner's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

- (n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement. Tenant's recourse against Owner shall be limited to Owner's interest in the Property.

***Remainder of Page Intentionally Blank
Signature Page to Follow***

EXHIBIT F

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:

**Greater Los Angeles County Vector
Control District,**
a California public entity

By: _____
Print: _____
Title: _____

Date: _____, 2024

TENANT:

Tarpon Towers III, LLC,
a Delaware limited liability company

By: _____
Brett Buggeln
Chief Operating Officer

Date: _____, 2024

EXHIBIT "A" TO LAND LEASE AGREEMENT

DESCRIPTION OF OWNER'S PROPERTY

Tract 1:

PARCEL 1, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 20434, FILED IN BOOK 225, PAGES 16 AND 17 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Tract 2:

THOSE PORTIONS OF LOT 1 OF TRACT NO. 45863-02 IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES STATE OF CALIFORNIA OF MAP FILED IN BOOK 1223, PAGES 63 THROUGH 66, INCLUSIVE, OF MAPS, AND OF PARCEL 2 AS DESCRIBED IN DIRECTOR'S DEED RECORDED FEBRUARY 23, 1998 AS INSTRUMENT NO. 98-289180, OF OFFICIAL RECORDS, AND LOTS 1, 2 AND 3 OF BLOCK 217 AND PORTIONS OF LOTS 15, 16 AND 17 OF BLOCK 181 OF THE LOS ANGELES OLIVE GROWER'S ASSOCIATION LANDS AS SHOWN ON MAP RECORDED IN BOOK 53, PAGE 27, OF MISCELLANEOUS RECORDS, AND THAT PORTION OF BRADLEY AVENUE, VACATED (LYING BETWEEN SAID BLOCKS), ALSO BEING A PORTION OF PARCEL "A" AS DESCRIBED IN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JUNE 20, 2000 AS INSTRUMENT NO. 00-0947614, OF OFFICIAL RECORDS, ALL RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL "A"; THENCE

1. ALONG THE WESTERLY LINE OF SAID PARCEL "A" SOUTH 05° 34' 37" EAST 312.17 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "A"; THENCE
2. ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "A" NORTH 74° 39' 24" EAST 29.17 FEET; THENCE
3. CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 64° 27' 27" EAST 174.93 FEET; THENCE
4. CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 57° 53' 14" EAST 8.39 FEET TO A LINE 200.67 FEET EASTERLY OF AND PARALLEL WITH, MEASURED AT RIGHT ANGLE TO, WESTERLY LINE OF SAID PARCEL "A"; THENCE
5. ALONG SAID PARALLEL LINE NORTH 05° 34' 37" WEST 225.30 FEET TO THE NORTHERLY LINE OF SAID PARCEL "A"; THENCE
6. ALONG SAID NORTHERLY LINE NORTH 87° 54' 42" WEST 74.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 950.00 FEET; THENCE
7. WESTERLY ALONG SAID NORTHERLY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 39' 55" AN ARC DISTANCE OF 127.10 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO LAND LEASE AGREEMENT

DESCRIPTION OF PREMISES

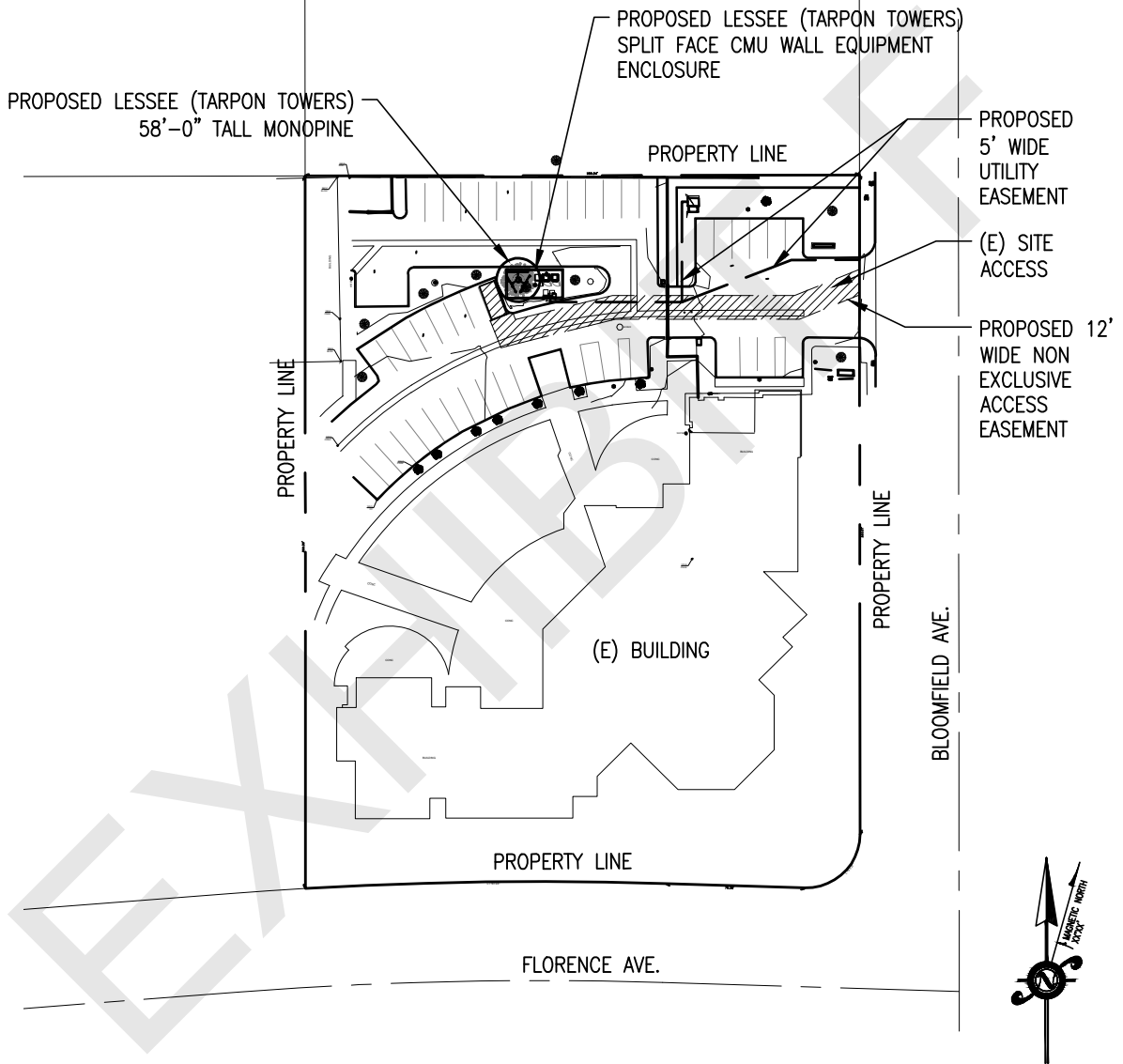
- a) Real property comprised of approximately one thousand one hundred (1,100) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

All as shown on (and limited to) the attached diagram.

See Attached Two (2) Pages

EXHIBIT B

LEASE AREA DIMENSIONS:
 435'± EQUIPMENT ENCLOSURE
 380'± NEW TOWER AERIAL
 815'± TOTAL SQ. FT.



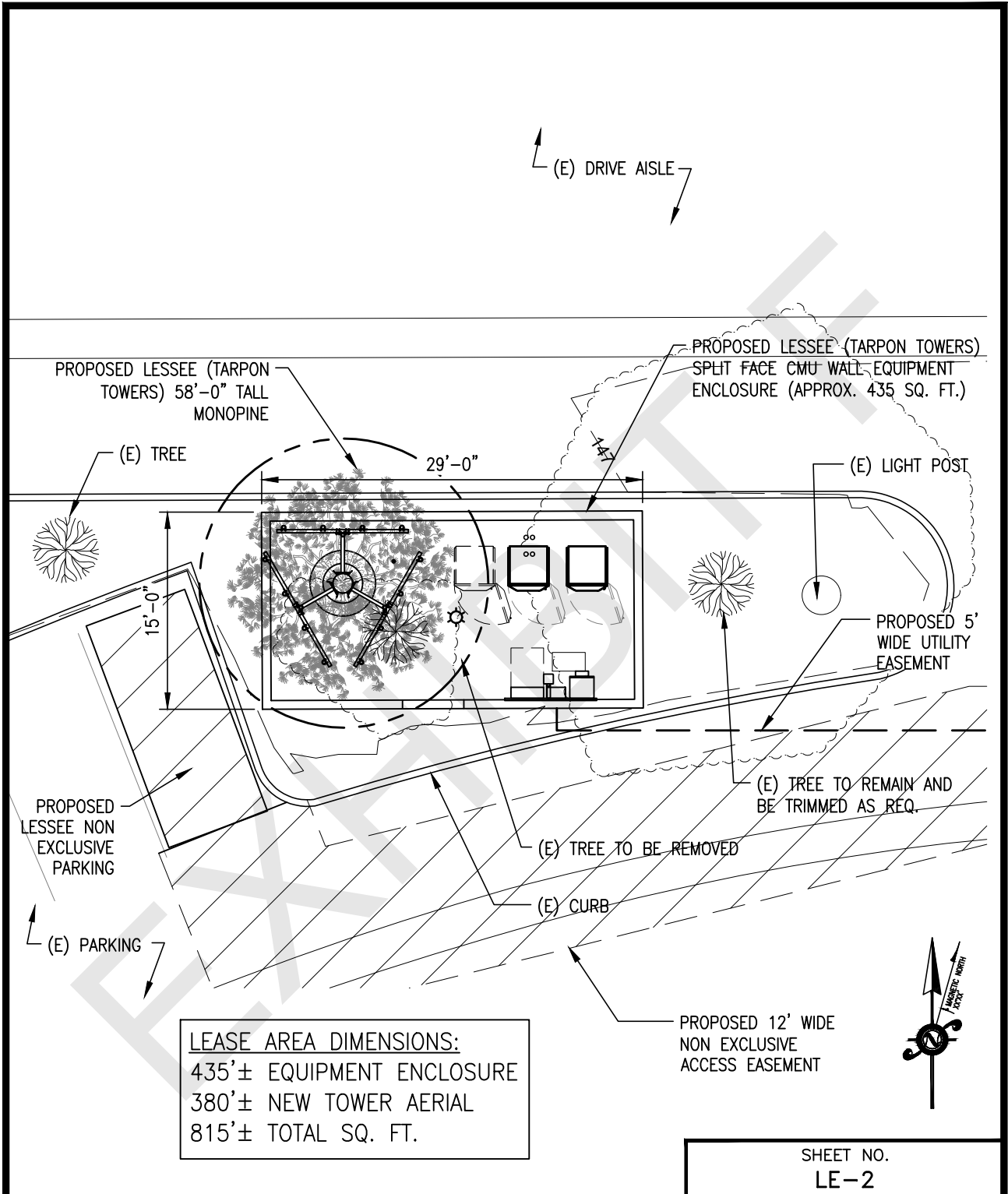
SHEET NO.
LE-1

CDG
 22431 ANTONIO PKWY
 SUITE B160-131
 RANCHO SANTA MARGARITA CA 92688
 dconnell@connelldesigngroup.com
 949-306-4644

smartlink
 3300 IRVINE AVE, STE 300
 NEWPORT BEACH, CA 92660

SHEET TITLE
SITE PLAN
 BLORENCE
 12545 FLORENCE AVE.
 SANTA FE SPRINGS
 CA, 90670





CDG
 22431 ANTONIO PKWY
 SUITE B160-131
 RANCHO SANTA MARGARITA CA 92688
 dconnell@connelldesigngroup.com
 949-306-4644

smartlink
 3300 IRVINE AVE, STE 300
 NEWPORT BEACH, CA 92660

SHEET TITLE
LEASE AREA
 BLORENCE
 12545 FLORENCE AVE.
 SANTA FE SPRINGS
 CA, 90670



ADVERTISING AND PRODUCTION AGREEMENT

This agreement, dated 7/30/24 between LA County Vector Control (“Sponsor”) and KCBS/KCAL (“Stations”).

WHEREAS, Sponsor and Station desire to firmly commit to the described advertising campaign.

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

TERM AND SCOPE: The term of this Agreement shall commence on 8/5/24 and shall terminate on 9/8/24.

Sponsor shall purchase an advertising schedule on the CBS television stations, KCBS/KCAL.

SPONSOR FEE: Sponsor shall pay to KCBS/KCAL \$30,750 net, as mentioned in ATTACHMENT A

PAYMENT: Advertising campaign is payable _by check, CIA, or ACH transfer

COMMERCIAL PRODUCTION: n/a – LA County Vector Control will provide CBS/KCAL with :30 second brand spot

Sponsor shall indemnify and hold Station harmless for all content within all messages, including but not limited to all material provided by or arranged for by Sponsor.

The commitment is firm and non-cancelable.

This agreement represents the entire agreement between the parties.

MISCELLANEOUS: Acceptance of this Agreement shall be deemed to be in the State of California, and the laws of said State shall apply in the interpretation of this Agreement. All parties acting as signatories to this Agreement represent that they are authorized to accept, approve, and execute the Agreement on behalf of the entity they allege to represent herein. This agreement is firm and non-cancelable and represents the entire agreement between the parties and may not be amended other than by written agreement executed by the parties. This Agreement shall be binding upon the parties, and their respective agents, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement as of the date first set forth above.

FOR SPONSOR

FOR STATIONS

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A

Schedule Includes:

Platform	Day	Time	Event	Len	8/5	8/12	8/19	8/26	9/2
KCAL	M-F	4-5A	News 4A	30	5	5	5	5	5
KCAL	M-F	5-6A	News 5A	30	5	5	5	5	5
KCBS	M-F	5-6A	News 5A	30	5	5	5	5	5
KCBS	M-F	6-7A	News 6A	30	5	5	5	5	5
KCBS	M-F	5-6P	News 5P	30	3	3	3	3	3
KCBS	M-F	6-630P	News 6 P	30	1	1	1	1	1



Net Investment -

\$30,750

EXHIBIT

CONTRACT



KNBC
100 Universal City Plaza
Building 2120, 3rd Floor
Universal City, CA 91608
(818) 684-4444

www.nbclosangeles.com/

<u>Contract / Revision</u> 1487847 /		<u>Alt Order #</u>
<u>Advertiser</u> GREATER LOS ANGELES COUNTY VECTOR		<u>Original Date / Revision</u> 07/30/24 / 07/31/24
<u>Contract Dates</u> 08/05/24 - 09/08/24	<u>Estimate #</u> 2024	
<u>Product</u> MOSQUITO CONTROL		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KNBC BD	<u>Account Executive</u> David Alonzo	<u>Sales Office</u> Los Angeles Loc
<u>Special Handling</u>		
<u>Demographic</u> RA1849		
<u>Agy Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u> 45887	<u>Advertiser Ref</u> 44514	

And:

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
12545 FLORENCE AVE
SANTA FE SPRINGS, CA 90670
USA

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	KNBC	08/12/24	09/08/24	TODAY IN LA	4A-5A		:30			NM	40	\$4,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/12/24	08/18/24	MTWT---				10	\$100.00			
	Week:	08/19/24	08/25/24	MTWT---				10	\$100.00			
	Week:	08/26/24	09/01/24	MTWT---				10	\$100.00			
	Week:	09/02/24	09/08/24	MTWT---				10	\$100.00			
N 2	KNBC	08/05/24	08/11/24	TODAY IN LA	4-430A		:30			NM	10	\$2,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/05/24	08/11/24	MTWT--S				10	\$200.00			
N 3	KNBC	08/12/24	09/06/24	TODAY IN LA	5-6A		:30			NM	40	\$8,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/12/24	08/18/24	MTWTF--				10	\$200.00			
	Week:	08/19/24	08/25/24	MTWTF--				10	\$200.00			
	Week:	08/26/24	09/01/24	MTWTF--				10	\$200.00			
	Week:	09/02/24	09/08/24	MTWTF--				10	\$200.00			
N 4	KNBC	08/12/24	09/06/24	TODAY IN LA	6-7A		:30			NM	8	\$4,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/12/24	08/18/24	MTWTF--				2	\$600.00			
	Week:	08/19/24	08/25/24	MTWTF--				2	\$600.00			
	Week:	08/26/24	09/01/24	MTWTF--				2	\$600.00			
	Week:	09/02/24	09/08/24	MTWTF--				2	\$600.00			
N 5	KNBC	08/12/24	09/06/24	NEWS AT 4P	4-5P		:30			NM	8	\$7,200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/12/24	08/18/24	MTWTF--				2	\$900.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)
 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



KNBC
100 Universal City Plaza
Building 2120, 3rd Floor
Universal City, CA 91608
(818) 684-4444

www.nbclosangeles.com/

<u>Contract / Revision</u> 1487847 /		<u>Alt Order #</u>
<u>Advertiser</u> GREATER LOS ANGELES COUNTY VECTOR		<u>Original Date / Revision</u> 07/30/24 / 07/31/24
<u>Contract Dates</u> 08/05/24 - 09/08/24	<u>Product</u> MOSQUITO CONTROL	<u>Estimate #</u> 2024

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/19/24	08/25/24	MTWTF--				2	\$900.00			
Week:		08/26/24	09/01/24	MTWTF--				2	\$900.00			
Week:		09/02/24	09/08/24	MTWTF--				2	\$900.00			
N 6	KNBC	08/12/24	09/06/24	LOCAL NEWS	6-630P		:30			NM	8	\$9,600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/12/24	08/18/24	MTWTF--				2	\$1,200.00			
Week:		08/19/24	08/25/24	MTWTF--				2	\$1,200.00			
Week:		08/26/24	09/01/24	MTWTF--				2	\$1,200.00			
Week:		09/02/24	09/08/24	MTWTF--				2	\$1,200.00			
N 7	KNBC	08/05/24	09/06/24	NETWORK NEWS	630P-7P		:30			NM	3	\$18,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				1	\$6,000.00			
Week:		08/12/24	08/18/24	-----				0	\$0.00			
Week:		08/19/24	08/25/24	MTWTF--				1	\$6,000.00			
Week:		08/26/24	09/01/24	-----				0	\$0.00			
Week:		09/02/24	09/08/24	MTWTF--				1	\$6,000.00			
N 8	KNBC	08/05/24	08/11/24	NEWS	6P-730P		:30			NM	1	\$3,900.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				1	\$3,900.00			
N 9	KNBC	08/12/24	09/08/24	LOCAL NEWS(LATE NIGHT)	11:00 PM-11:35 PM		:30			NM	5	\$5,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/12/24	08/18/24	MTWTFSS				2	\$1,100.00			
Week:		08/19/24	08/25/24	MTWTFSS				1	\$1,100.00			
Week:		08/26/24	09/01/24	MTWTFSS				1	\$1,100.00			
Week:		09/02/24	09/08/24	MTWTFSS				1	\$1,100.00			
Totals											123	\$63,000.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
07/29/24 - 08/25/24	68	\$38,000.00	(\$5,700.00)	\$32,300.00
08/26/24 - 09/08/24	55	\$25,000.00	(\$3,750.00)	\$21,250.00
Totals	123	\$63,000.00	(\$9,450.00)	\$53,550.00

Signature: _____ **Date:** _____

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 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

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FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.

CONTRACT



KVEA
100 Universal City Plaza Bldg 2120
Universal City, CA 91608
(818) 684-4444

www.telemundola.com

<u>Contract / Revision</u> 1487773 /		<u>Alt Order #</u>
<u>Advertiser</u> GREATER LOS ANGELES COUNTY VECTOR		<u>Original Date / Revision</u> 07/30/24 / 07/30/24
<u>Contract Dates</u> 08/05/24 - 11/10/24	<u>Estimate #</u> 2024	
<u>Product</u> MOSQUITO CONTROL		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KVEA BD	<u>Account Executive</u> David Alonzo	<u>Sales Office</u> Los Angeles Loc
<u>Special Handling</u>		
<u>Demographic</u> RA1849		
<u>Agy Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u> 45887	<u>Advertiser Ref</u> 44514	

And:

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
12545 FLORENCE AVE
SANTA FE SPRINGS, CA 90670
USA

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	KVEA	08/12/24	09/06/24	NOTICIERO 52 - 5AM	5A-6A		:30			NM	25	\$2,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/12/24	08/18/24	MTWTF--				6	\$100.00			
	Week:	08/19/24	08/25/24	MTWTF--				7	\$100.00			
	Week:	08/26/24	09/01/24	MTWTF--				6	\$100.00			
	Week:	09/02/24	09/08/24	MTWTF--				6	\$100.00			
N 2	KVEA	09/09/24	11/08/24	NOTICIERO 52 - 5AM	5A-6A		:30			NM	9	\$1,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	09/09/24	09/15/24	MTWTF--				1	\$200.00			
	Week:	09/16/24	09/22/24	MTWTF--				1	\$200.00			
	Week:	09/23/24	09/29/24	MTWTF--				1	\$200.00			
	Week:	09/30/24	10/06/24	MTWTF--				1	\$200.00			
	Week:	10/07/24	10/13/24	MTWTF--				1	\$200.00			
	Week:	10/14/24	10/20/24	MTWTF--				1	\$200.00			
	Week:	10/21/24	10/27/24	MTWTF--				1	\$200.00			
	Week:	10/28/24	11/03/24	MTWTF--				1	\$200.00			
	Week:	11/04/24	11/10/24	MTWTF--				1	\$200.00			
N 3	KVEA	08/12/24	09/06/24	BUENOS DIAS LA 6AM	6A-7A		:30			NM	25	\$12,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/12/24	08/18/24	MTWTF--				6	\$500.00			
	Week:	08/19/24	08/25/24	MTWTF--				6	\$500.00			
	Week:	08/26/24	09/01/24	MTWTF--				7	\$500.00			
	Week:	09/02/24	09/08/24	MTWTF--				6	\$500.00			
N 4	KVEA	09/09/24	11/08/24	BUENOS DIAS LA 6AM	6A-7A		:30			NM	18	\$12,600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)
 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

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KVEA
100 Universal City Plaza Bldg 2120
Universal City, CA 91608
(818) 684-4444

www.telemundola.com

<u>Contract / Revision</u> 1487773 /		<u>Alt Order #</u>
<u>Advertiser</u> GREATER LOS ANGELES COUNTY VECTOR		<u>Original Date / Revision</u> 07/30/24 / 07/30/24
<u>Contract Dates</u> 08/05/24 - 11/10/24	<u>Product</u> MOSQUITO CONTROL	<u>Estimate #</u> 2024

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/09/24	09/15/24	MTWTF--				2	\$700.00			
Week:		09/16/24	09/22/24	MTWTF--				2	\$700.00			
Week:		09/23/24	09/29/24	MTWTF--				2	\$700.00			
Week:		09/30/24	10/06/24	MTWTF--				2	\$700.00			
Week:		10/07/24	10/13/24	MTWTF--				2	\$700.00			
Week:		10/14/24	10/20/24	MTWTF--				2	\$700.00			
Week:		10/21/24	10/27/24	MTWTF--				2	\$700.00			
Week:		10/28/24	11/03/24	MTWTF--				2	\$700.00			
Week:		11/04/24	11/10/24	MTWTF--				2	\$700.00			
N 5	KVEA	08/12/24	09/06/24	HOY DIA	7A-11A		:30			NM	25	\$15,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/12/24	08/18/24	MTWTF--				7	\$600.00			
Week:		08/19/24	08/25/24	MTWTF--				6	\$600.00			
Week:		08/26/24	09/01/24	MTWTF--				6	\$600.00			
Week:		09/02/24	09/08/24	MTWTF--				6	\$600.00			
N 6	KVEA	08/05/24	09/06/24	NOTICIERO 52 - 5PM	5P-6P		:30			NM	5	\$6,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				1	\$1,200.00			
Week:		08/12/24	08/18/24	MTWTF--				1	\$1,200.00			
Week:		08/19/24	08/25/24	MTWTF--				1	\$1,200.00			
Week:		08/26/24	09/01/24	MTWTF--				1	\$1,200.00			
Week:		09/02/24	09/08/24	MTWTF--				1	\$1,200.00			
N 7	KVEA	08/05/24	09/06/24	NOTICIERO 52 - 6PM	6P-630P		:30			NM	8	\$12,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				2	\$1,600.00			
Week:		08/12/24	08/18/24	MTWTF--				1	\$1,600.00			
Week:		08/19/24	08/25/24	MTWTF--				2	\$1,600.00			
Week:		08/26/24	09/01/24	MTWTF--				1	\$1,600.00			
Week:		09/02/24	09/08/24	MTWTF--				2	\$1,600.00			
N 8	KVEA	08/05/24	09/06/24	NOTICIAS TELEMUNDO 630P-7P			:30			NM	5	\$9,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				1	\$1,800.00			
Week:		08/12/24	08/18/24	MTWTF--				1	\$1,800.00			
Week:		08/19/24	08/25/24	MTWTF--				1	\$1,800.00			
Week:		08/26/24	09/01/24	MTWTF--				1	\$1,800.00			
Week:		09/02/24	09/08/24	MTWTF--				1	\$1,800.00			
N 9	KVEA	08/05/24	09/06/24	NOTICIERO 52 - 11PM	11P-1135P		:30			NM	5	\$8,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				1	\$1,600.00			
Week:		08/12/24	08/18/24	MTWTF--				1	\$1,600.00			
Week:		08/19/24	08/25/24	MTWTF--				1	\$1,600.00			

(* Line Transactions: N = New, E = Edited, D = Deleted)
 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



KVEA
100 Universal City Plaza Bldg 2120
Universal City, CA 91608
(818) 684-4444

www.telemundola.com

<u>Contract / Revision</u> 1487773 /		<u>Alt Order #</u>
<u>Advertiser</u> GREATER LOS ANGELES COUNTY VECTOR		<u>Original Date / Revision</u> 07/30/24 / 07/30/24
<u>Contract Dates</u> 08/05/24 - 11/10/24	<u>Product</u> MOSQUITO CONTROL	<u>Estimate #</u> 2024

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/26/24	09/01/24	MTWTF--				1	\$1,600.00			
Week:		09/02/24	09/08/24	MTWTF--				1	\$1,600.00			
N 10	KVEA	08/05/24	09/06/24	NOTICIAS TELEMUNDO	1131135P-12AM		:30			NM	5	\$7,500.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/05/24	08/11/24	MTWTF--				1	\$1,500.00			
Week:		08/12/24	08/18/24	MTWTF--				1	\$1,500.00			
Week:		08/19/24	08/25/24	MTWTF--				1	\$1,500.00			
Week:		08/26/24	09/01/24	MTWTF--				1	\$1,500.00			
Week:		09/02/24	09/08/24	MTWTF--				1	\$1,500.00			
Totals											130	\$87,700.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
07/29/24 - 08/25/24	55	\$41,400.00	(\$6,210.00)	\$35,190.00
08/26/24 - 09/29/24	57	\$36,700.00	(\$5,505.00)	\$31,195.00
09/30/24 - 10/27/24	12	\$6,400.00	(\$960.00)	\$5,440.00
10/28/24 - 11/08/24	6	\$3,200.00	(\$480.00)	\$2,720.00
Totals	130	\$87,700.00	(\$13,155.00)	\$74,545.00

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)
 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.

Proposal Summary

Advertiser: GLACVCD

Agency: Direct

Name: Greater Los Angeles County Vector Control

Dates: 08/05/24 - 09/30/24

AE: Robert Michael

Est. Gls: 3,109,500

Est. CPM: \$9.84

Gross Cost: \$30,600.00

Net Cost: \$30,600.00

Rates and Inventory valid until 08/07/24

Product Summary

	Broadcast	Run Dates	Est. Gls	Est. CPM	Gross Cost	Net Cost
		08/05/24 - 09/30/24	3,109,500	\$9.84	\$30,600.00	\$30,600.00

EXHIBIT J



Title: Greater Los Angeles
County Vector Control
District

Advertiser: GLACVCD

Agency: Direct

Spots: 126

Gross Cost: \$30,600.00

Net Cost: \$30,600.00

Rates and Inventory valid until 08/07/24

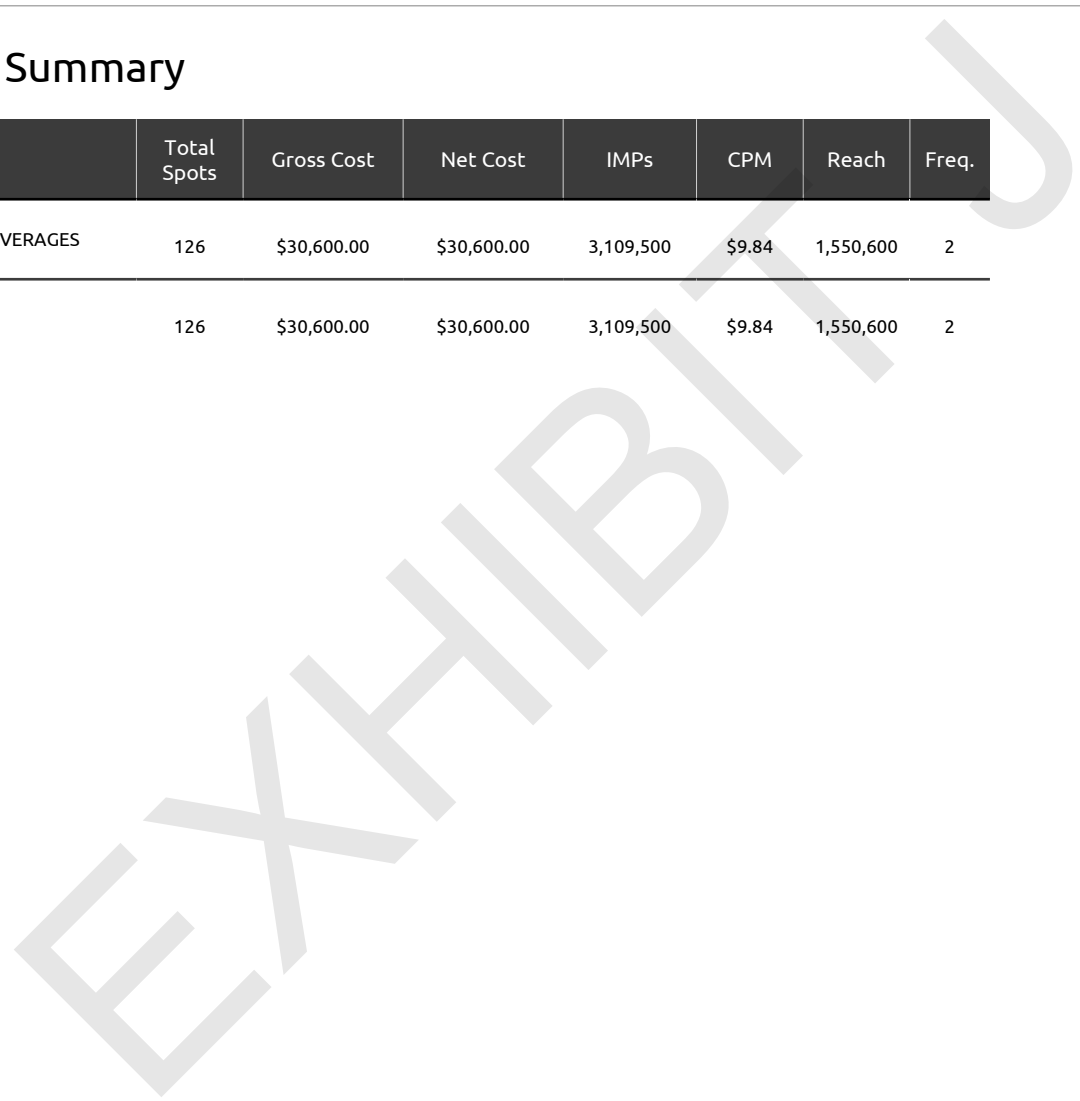
Date/Time: 07/31/24 09:10am

Audience Selection:

Primary: 18+ Persons
N/A

Schedule Summary

	Total Spots	Gross Cost	Net Cost	IMPs	CPM	Reach	Freq.
SCHEDULE TOTALS/AVERAGES	126	\$30,600.00	\$30,600.00	3,109,500	\$9.84	1,550,600	2
LOS ANGELES-CA	126	\$30,600.00	\$30,600.00	3,109,500	\$9.84	1,550,600	2



LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

KBIG-FM (AC - Hot AC)

Station/Daypart	Spots	Spot Distribution							Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
STATION TOTALS / AVERAGES	27	M	T	W	T	F	S	S	\$275.00		\$7,425.00	\$7,425.00	0.2	33,000	891,000	\$8.33	455,300	3.2	2.0
08/05/24 - 08/11/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
08/12/24 - 08/18/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
08/19/24 - 08/25/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
08/26/24 - 09/01/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
09/02/24 - 09/08/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
09/09/24 - 09/15/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
09/16/24 - 09/22/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1
09/23/24 - 09/29/24 - 1 week																			
Total per week	3								\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mo-Fr 6a-9a	3	X	X	X	X	X	-	-	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1

LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
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09/30/24 - 09/30/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	86,036	0.6	1.2
Mon 6a-9a	3	X - - - - -	\$275.00	15	\$825.00	\$825.00	0.2	33,000	99,000	\$8.33	92,211	0.6	1.1

	Aug/24	Sep/24	Oct/24	Nov/24	Dec/24	Jan/25	Feb/25	Mar/25	Apr/25	May/25	Jun/25	Jul/25	Aug/25
Total Spots:	9	15	3	0	0	0	0	0	0	0	0	0	0
Gross Cost:	\$2,475.00	\$4,125.00	\$825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost:	\$2,475.00	\$4,125.00	\$825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

KIIS-FM (CHR - Mainstream Hits)

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
STATION TOTALS / AVERAGES	27	M T W T F S S	\$275.00		\$7,425.00	\$7,425.00	0.2	31,600	853,200	\$8.70	463,500	3.3	1.8

08/05/24 - 08/11/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

08/12/24 - 08/18/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

08/19/24 - 08/25/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

08/26/24 - 09/01/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

09/02/24 - 09/08/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
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09/09/24 - 09/15/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

09/16/24 - 09/22/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

09/23/24 - 09/29/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

09/30/24 - 09/30/24 - 1 week

Total per week	3		\$275.00		\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	83,622	0.6	1.1
Mon 6a-9a	3	X - - - - -	\$275.00	15	\$825.00	\$825.00	0.2	31,600	94,800	\$8.70	89,041	0.6	1.1

	Aug/24	Sep/24	Oct/24	Nov/24	Dec/24	Jan/25	Feb/25	Mar/25	Apr/25	May/25	Jun/25	Jul/25	Aug/25
Total Spots:	9	15	3	0	0	0	0	0	0	0	0	0	0
Gross Cost:	\$2,475.00	\$4,125.00	\$825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost:	\$2,475.00	\$4,125.00	\$825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

KOST-FM (AC - Mainstream)

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
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STATION TOTALS / AVERAGES	27	M T W T F S S	\$300.00		\$8,100.00	\$8,100.00	0.2	33,700	909,900	\$8.90	493,500	3.5	1.8
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08/05/24 - 08/11/24 - 1 week

Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1

08/12/24 - 08/18/24 - 1 week

Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1

08/19/24 - 08/25/24 - 1 week

Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1

LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
08/26/24 - 09/01/24 - 1 week													
Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1
09/02/24 - 09/08/24 - 1 week													
Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1
09/09/24 - 09/15/24 - 1 week													
Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1
09/16/24 - 09/22/24 - 1 week													
Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1
09/23/24 - 09/29/24 - 1 week													
Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mo-Fr 6a-9a	3	X X X X X - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1
09/30/24 - 09/30/24 - 1 week													
Total per week	3		\$300.00		\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	89,143	0.6	1.1
Mon 6a-9a	3	X - - - - -	\$300.00	15	\$900.00	\$900.00	0.2	33,700	101,100	\$8.90	94,938	0.7	1.1

	Aug/24	Sep/24	Oct/24	Nov/24	Dec/24	Jan/25	Feb/25	Mar/25	Apr/25	May/25	Jun/25	Jul/25	Aug/25
Total Spots:	9	15	3	0	0	0	0	0	0	0	0	0	0
Gross Cost:	\$2,700.00	\$4,500.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost:	\$2,700.00	\$4,500.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

KRRL-FM (Hip Hop/R&B)

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
STATION TOTALS / AVERAGES	27	M T W T F S S	\$150.00		\$4,050.00	\$4,050.00	0	0	0	\$0.00	0	0.0	0.0

08/05/24 - 08/11/24 - 1 week

Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0

LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
08/12/24 - 08/18/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
08/19/24 - 08/25/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
08/26/24 - 09/01/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
09/02/24 - 09/08/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
09/09/24 - 09/15/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
09/16/24 - 09/22/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
09/23/24 - 09/29/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mo-Fr 6a-10a	3	X X X X X - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
09/30/24 - 09/30/24 - 1 week													
Total per week	3		\$150.00		\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0
Mon 6a-10a	3	X - - - - -	\$150.00	15	\$450.00	\$450.00	0	0	0	\$0.00	0	0.0	0.0

	Aug/24	Sep/24	Oct/24	Nov/24	Dec/24	Jan/25	Feb/25	Mar/25	Apr/25	May/25	Jun/25	Jul/25	Aug/25
Total Spots:	9	15	3	0	0	0	0	0	0	0	0	0	0
Gross Cost:	\$1,350.00	\$2,250.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost:	\$1,350.00	\$2,250.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

KYSR-FM (Rock - Alternative)

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
STATION TOTALS / AVERAGES	18	M T W T F S S	\$200.00		\$3,600.00	\$3,600.00	0.2	25,300	455,400	\$7.91	270,900	1.9	1.7

08/05/24 - 08/11/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

08/12/24 - 08/18/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

08/19/24 - 08/25/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

08/26/24 - 09/01/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

09/02/24 - 09/08/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

09/09/24 - 09/15/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

09/16/24 - 09/22/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

09/23/24 - 09/29/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mo-Fr 6a-9a	2	X X X X X - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

LOS ANGELES-CA

Nielsen Survey(s): Fall 2023 - DMA

Counties/Zips: N/A

Icon Key: Non-iHM stations, Out of Market/Adjacent Stations

Station/Daypart	Spots	Spot Distribution	Rate	Length	Gross Cost	Net Cost	AQH Rtg	AQH Per	IMPs	CPM	Reach	Reach %	Freq.
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09/30/24 - 09/30/24 - 1 week

Total per week	2		\$200.00		\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	46,790	0.3	1.1
Mon 6a-9a	2	X - - - - -	\$200.00	15	\$400.00	\$400.00	0.2	25,300	50,600	\$7.91	48,652	0.3	1.0

	Aug/24	Sep/24	Oct/24	Nov/24	Dec/24	Jan/25	Feb/25	Mar/25	Apr/25	May/25	Jun/25	Jul/25	Aug/25
Total Spots:	6	10	2	0	0	0	0	0	0	0	0	0	0
Gross Cost:	\$1,200.00	\$2,000.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost:	\$1,200.00	\$2,000.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Proposal Totals

	Spots	Gross Cost	Net Cost	IMPs	CPM	Reach	Reach %	Frequency
KBIG-FM	27	\$7,425.00	\$7,425.00	891,000	\$8.33	455,300	3.2	2.0
KIIS-FM	27	\$7,425.00	\$7,425.00	853,200	\$8.70	463,500	3.3	1.8
KOST-FM	27	\$8,100.00	\$8,100.00	909,900	\$8.90	493,500	3.5	1.8
KRRL-FM	27	\$4,050.00	\$4,050.00	0	\$0.00	0	0	0.0
KYSR-FM	18	\$3,600.00	\$3,600.00	455,400	\$7.91	270,900	1.9	1.7
Total	126	\$30,600.00	\$30,600.00	3,109,500	\$9.84	1,550,600	10.9	2.0

EXHIBIT J

GLACVCD KABC 2024
 Greater Los Angeles County Vector Control District
 Greater Los Angeles County Vector Control District
 08/05/2024 - 09/08/2024
 Contact: Thurston, James [P] (661)312-4701
 James.I.Thurston@abc.com



= Rate/Estimate Does Not Apply
 = Hiatus
 = Comment

Source: Nielsen

Day	Time	Program	TA2554	RATE	CPM	08/05	08/12	08/19	08/26	09/02	SPOTS	IMPS	COST
EARLY MORNING (:30)													
M-F	4a-4:30a	Eyewitness News M-F 4a	5.3	\$65	12.3	5	5	5	5	5	25	132.5	\$1,625
M-F	4:30a-5a	Eyewitness News M-F 4:30a	2.7	\$200	74.1	2	2	2	2	2	10	27.0	\$2,000
M-F	5a-6a	Eyewitness News 5a	5.6	\$300	53.6	2	2	2	2	2	10	56.0	\$3,000
M-F	6a-7a	Eyewitness News 6a	16.1	\$450	28.0	1	1	1	1	1	5	80.5	\$2,250
M-F	6a-9a	Eyewitness News 6a/GMA	15.0	\$500	33.3	1	1	1	1	1	5	75.0	\$2,500
Sat	5a-6a	Eyewitness News Sat 5a	11.4	\$250	21.9	1	2	1	2	1	7	79.8	\$1,750
Sat	6a-7a	Eyewitness News Sat 6a	15.0	\$350	23.3	1	1	1	1	1	5	75.0	\$1,750
Sat	7a-8a	Good Morning America Sat 7a	19.7	\$450	22.8	2	2	2	2	2	10	197.0	\$4,500
Sat	9a-10a	Good Morning America Sat 9a	15.7	\$350	22.3	2	2				4	62.8	\$1,400
Sun	5a-6a	Eyewitness News Sun 5a	8.2	\$200	24.4	2	2	2	2	2	10	82.0	\$2,000
Sun	6a-7a	Good Morning America Sun 6a	11.5	\$450	39.1	1	1	1	1	1	5	57.5	\$2,250
Sun	7a-8a	Eyewitness News Sun 7a	17.0	\$350	20.6	1	1	1	1	1	5	85.0	\$1,750
Sun	9a-11a	Eyewitness News Sun 9-11a	27.4	\$300	10.9	1	1	1	1	1	5	137.0	\$1,500
TA2554 CPM			24.6			22	23	20	21	20	106	1,147.1	\$28,275
Total CPM for TA2554			24.6			22	23	20	21	20	106	1,147.1	\$28,275

MEDIA BUY GOVERNED BY DISNEY ADVERTISING SALES STANDARD TERMS AND CONDITIONS FOR LINEAR ADVERTISING(link below), ADDENDUM TO AAAA/IAB STANDARD TERMS(link below), AND OTHER TERMS LOCATED IN THE DISNEY AD SALES MEDIKIT SITE(link below), WHICH TOGETHER WITH THIS PROPOSAL WILL CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL PRIOR AGREEMENTS, ORAL OR WRITTEN.

[DISNEY ADVERTISING SALES STANDARD TERMS AND CONDITIONS FOR LINEAR ADVERTISING,](https://www.disneyadsales.com/mediakit/)
[ADDENDUM TO AAAA/IAB STANDARD TERMS](#)
[HTTPS://WWW.DISNEYADSALES.COM/MEDIKIT/](https://www.disneyadsales.com/mediakit/)

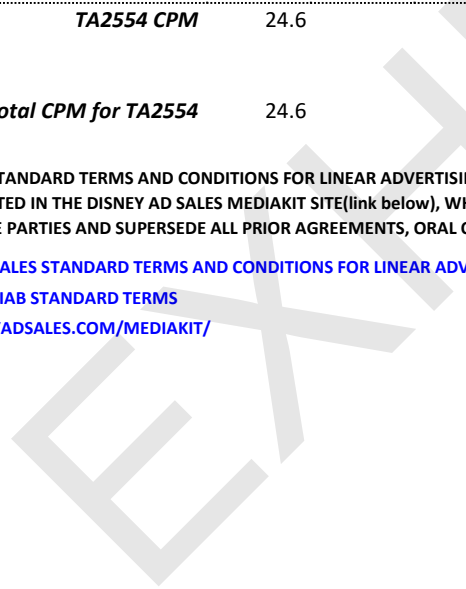


EXHIBIT L

GLACVCD

Strategy Proposal

Schedule A - Marketing Workflow

Partnership Fees:

- Paid Media: \$12,500 per month
- Creative: \$4,000 per month

Partnership Kickoff: August 1st, 2024

Partnership Term: 5 months

Partnership Onboarding & Kickoff

Partnership Kickoff

To kick off our partnership and ensure we can hit the ground running on all key marketing initiatives, we will deploy the following process:

- Share an in-depth kickoff survey with the client team to get all key stakeholders perspectives on:
 - Brand & Messaging
 - Historical Campaign Performance
 - Key KPIs & Campaign Goals
 - Communication Preferences
- Power Digital team will review all responses prior to the kickoff meeting with the team so that the conversation can be as productive as possible and dig deeper into the core brand and campaign goals

Month: 1

Paid Media Strategy

Meta Ads Campaign Takeover & Restructure

While Facebook/Instagram Advertising may be one of the most targeted forms of advertising, the targeting alone will not yield successful results for businesses. It's the approach. What differentiates Power Digital's Facebook/ Instagram Advertising Approach is that it reflects the psychology of a traditional sales cycle. The one-month build-out consists of laying both the technical & creative foundation to ensure your business will serve a highly relevant advertisement based on the user's stage of the funnel (top funnel, middle of the funnel, and

bottom of the funnel). We will create the foundation through the implementation of the following:

- Facebook Audience Research
 - When first starting the campaign build, our team will fully assess all the relevant targeting options that speak best to your target market and customer segments.
- QA Current Account Pixel Setup
 - Ensure that all tracking is firing correctly to give us the most accurate look at the data we are collecting
- Consumer Journey Mapping
 - Navigation through to current consumer journey to identify drop off points in the funnel.
- Pixel Implementation
 - Our team will pull the appropriate pixels for Facebook advertising and provide thorough instructions for implementation purposes
- Third-party tracking
 - UTM setup & implementation: Setting up UTM codes to provide analytics within GA
- Google Analytics monitoring/tracking
 - When first starting out our team will analyze the data in Google Analytics to gain more insight into the client's brand & product. We can determine an audience targeting strategy based on researching the demographics, interests, etc.

Month: 1

Meta Ads Strategy Execution

A growth-oriented Meta Ads strategy tailored to the brand's evolving needs and goals. This offering is dynamic and highly integrated with other marketing channels. Bespoke measurement and growth strategies are central to success. Aimed at delivering a bespoke, innovative and outside-the-box approach to Meta Ads that drives business growth beyond the proxy performance views that standard agencies deliver.

- Meta Ads Management activities include but are not limited to:
 - Campaign architecture development and builds
 - Audience targeting setup tailored to your objectives and consumer journey
 - Ad level builds and optimizations
 - Creative and messaging strategy and recommendations
 - Budget management and pacing
 - Active optimizations and adjustments to Meta Ads program to drive performance,

cadence and frequency determined based on volume of daily and/or monthly spend

- High-impact variable testing in alignment with business objectives
- Meta Ads strategic partnership activities include but are not limited to:
 - High impact variable testing and cadence tailored to your goals and budgets
 - Ongoing strategic iterations to evolve the Meta Ads program based on channel and business performance objectives
 - Growth mapping and execution
 - Bespoke campaign structures and testing in alignment with cross-channel efforts focused on growth

Months: 2, 3, 4, 5

Google Ads Initial Optimizations

This will be a metrics-based initiative. We will find opportunities to adjust bids, bid modifiers, change campaign settings, reactivate/pause select keywords, and build/update ad extensions to quickly improve KPIs to capitalize on low-hanging fruit across all accounts.

- Assess & adjust keyword exposure
- Measure KPIs and increase/decrease bids accordingly
- Pause keyword bleeders
- Increase ad positioning of keywords below the first-page bid
- Negate irrelevant search queries
- Optimize campaign budget allocation
- Adjust bid modifiers or implement bid rules
- Revise campaign settings
- Review ad extensions
- Ad performance review

Month: 1

Google Ads Paid Search Campaign Takeover & Restructure

This will occupy the majority of our first month's work. The campaign restructure involves in-depth research into the best keywords and audiences to target based on your advertising objectives and target market. We'll start by analyzing the effectiveness of your current keyword sets, and expanding upon them through keyword research and competitor research tools.

- Assess current keyword performance & perform keyword research

- Perform deep search term analysis
- Restructure campaigns according to best practices
- Adjust targeting, campaign settings, and bid modifications as needed
- Assess current ad messaging
- Create new ad copy test based on findings
- Create and implement automated bid rules

Month: 1

Google Ads Paid Search Strategy Execution

Maintaining search campaigns is a constant process of optimization and improvement. These optimizations will affect every element of the account including keywords, ad copy, campaign settings, audience targeting & more.

- Reallocate budget to campaigns that perform well
- Bidding adjustments
- Raise bids based on main KPI's
- Lower bids for poor performing keywords
- Extensive negative search query research to reduce unqualified traffic
- Search term research to bring in a higher volume of qualified traffic
- Tweak / Modify campaign settings to most efficiently spend budgets
- A/B test ad copy as well as the time of day for ad delivery

Months: 2, 3, 4, 5

YouTube Ads Campaign Setup & Launch

The YouTube campaigns build will involve constructing the actual campaigns in Google Ads which we'll use to serve your video creative assets. We'll conduct research to understand who your target personas are, and what targeting criteria on Google Ads best matches those personas. We'll then build out an outline of creative assets to be served in an order that fits your marketing funnel from brand introduction, to nurture, to the closing of a prospect.

- Audience Persona Research, Selection & Builds
- Matched Market Testing + Incrementality Testing
- Identify & Select Markets for Testing
- Identify Core KPIs for Measurement
- Determine Risk Tolerance

- Test Implementation + Measurement Setup
- Conversion Tracking QA & Implementation
- Budget Recommendation & Allocation
- Campaign Type Selection (Drive Awareness, Drive Traffic, or Drive Conversions)
- Construct Funnel Architecture
- Creative Recommendations + Video Asset Uploads
- Define KPIs/Goals of each campaign as well as the funnel as a whole

Month: 1

YouTube Ads Strategy Execution

The management of your YouTube campaigns involves continuous evaluation of audience and video performance. We assess success based on key performance indicators (KPIs) set at different stages of the marketing funnel, identifying top-performing video assets for each campaign's unique KPIs. To enhance performance and broaden our reach, we regularly optimize targeting settings and introduce new audiences and video assets when necessary.

- Audience analysis, research & selection
- Determine proper Campaign type alignment with client goals
- Construct funnel architecture
- Video asset analysis and ad creation
- Restructure audiences and campaigns as needed
- Evaluate performance of targeting criteria
- Evaluate performance of audiences
- Pause or reduce bids of under-performing audiences
- Boost exposure of top-performing audiences
- Test new CTAs and ad formats to achieve goals at each step in the funnel
- Recommend new video assets to improve performance as needed

Months: 2, 3, 4, 5

Creative Strategy

Meta Creative Development

Our Meta Creative package is a streamlined service for creating bespoke video creative on a rapid turnaround. We optimize existing client assets and stock media to create engaging, direct response-style concepts harnessing multi-variant testing to drive performance. This is a great

start to launching, testing, and scaling creative on your Meta platforms. This includes:

- One (1) Creative Strategist lead to work directly with our media buying team and client to produce strategic video creative each month.
- One (1) concept per month. Each concept includes:
 - Four (4) creative variations testing hooks
 - Two (2) sizes for all variations
 - Eight (8) total deliverables.
 - Format: Video, static or GIF
- Utilizing existing client & stock assets including: video b-roll, photography, & UGC content.
- Includes two (2) rounds of revisions

Months: 1, 2, 3, 4, 5

YouTube Video Ad Creative

We will take an existing video ad creative from another platform and resize + optimize as needed for YouTube ad spec requirements. This includes:

- Resizing of up to 5 videos per ad set which will be reformatted into a 16:9 aspect ratio for delivery on YouTube.
- Two (2) timing variations per video from the below options based on assets available:
 - Original duration, up to 60 seconds (skippable ad)
 - 15 second video (non-skippable ad)
 - 6 second video (bumper ad)

Months: 1, 4

Account Management & Reporting

Account Management Onboarding

The Power Digital team will also set up all communication channels, we are platform agnostic if you prefer other channels, but our typical preferences include:

- Dedicated Slack Channel with Power Digital & GLACVCD team for daily communication
- Dedicated email, GLACVCD@powerdigital.com, with Power Digital & GLACVCD team.

Month: 1

Weekly Campaign Reporting

The nova dashboard will be updated on a weekly basis with access to automated reporting and an outline of any items requiring action. Features within the nova platform include:

- Real-time reporting on campaign/program performance
- Account team updates (weekly progress reports, week objectives, challenges, solutions)
- Monthly + Annual revenue performance and goal pacing

The client will have access to view this dashboard for the duration of the partnership and work with Power Digital on additional features and functionality for reporting and analytics purposes.

Months: 1, 2, 3, 4, 5

Monthly In-Depth Campaign Reporting

- Channel-specific KPIs and executive summary
- Review of progress towards goals
- Review of any testing and insights gained
- Key wins, learnings, and initiatives

Months: 2, 3, 4, 5

CAMPAIGN AGREEMENT

This Campaign Agreement (the “Agreement”) is entered into as of August 1st, 2024 (the “Effective Date”) by Greater Los Angeles County Vector Control District located at 12545 Florence Ave. Santa Fe Springs, CA 90670, (the “Principal”), and Power Digital Marketing, Inc. located at 2251 San Diego Avenue, Suite A250 San Diego California 92110, a Delaware Corporation (the “Agent”) (Principal and Agent are each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Principal wishes to appoint the Agent as its firm to develop and implement Digital Marketing Campaigns and Strategy as set forth in Schedule A; and

WHEREAS, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreement and representations contained in this Agreement, the Parties hereby agree as follows:

1. THE SERVICES.

Subject to the terms and conditions of this Agreement, Agent will perform marketing services set forth in CAMPAIGN SERVICES AND FEES as defined in Schedule A) (the “Services”). The Agent agrees to perform all work and services under this agreement during normal business hours, Monday through Friday. The Agent will not be required to perform any work on weekends or company observed holidays. If there is a need for work outside of these times there will be an additional cost.

2. CAMPAIGN SERVICES AND FEES

(a) Principal agrees to pay the Agent the amounts outlined in the attached and signed Schedule A (the “Fees”), for the Term of this Agreement outlined in Section 3.

(i.) Invoice. For all Services, the Agent will submit a digital invoice to the Principal.

(ii.) Payment Timing. Principal shall pay to Agent the corresponding Fees, in whole, on the 1st business day of each month for that month’s Services. Should the Start Date not be the first day of the month, then the first and last month's Fees will be prorated based on the number of business days in the respective months. In such cases, the first month’s prorated Fees will be due upon commencement of the Services, and subsequent month’s Fees will be due on the first day of each month. Payments are always made upfront for that month’s work. If payment is not received prior to the first business day of the month the Agent may pause all campaigns until payment is received.

(iii.) Payment Terms. Any payments to be made by the Principal pursuant to this Agreement shall be via check, money order or direct deposit. The Principal has the option to pay by credit card, however a 3% surcharge will be added to the total transaction amount. This surcharge is to cover the costs associated with processing credit card transactions.

(iv.) Initial Payment. Upon the Principal's execution of Schedule A, and prior to the commencement of the Services, the Principal will pay the Agent the Fees set forth on Schedule A for each of the first and last month of the Term (the "Commencement Payment"). The portion of the Commencement Payment attributable to the last month of the Term will be applied to the aggregate amount owed to the Agent immediately prior to the last month of the Term (including, without limitation, the Fees for the Services to be performed during the last month of the Term) or in connection with a termination of this Agreement.

(b) Late Payments. In the event that Principal fails to pay any amount due pursuant to this Section 2 within 30 business days of the corresponding due date, (x) Agent may charge Principal a 5 percent (5%) monthly finance charge to be calculated monthly with respect to all outstanding amounts not paid by the due date, but in no event will any finance charge exceed the maximum allowed by law; (y) Agent may suspend its performance of the Services; and/or (z) Agent may terminate this Agreement pursuant to Section 3. Any questions or disputes with respect to such invoice should be brought to Agent's attention within 45 days of receipt of invoice. Failure to contact the Agent with any questions or dispute of any charges within the 45 days will be deemed as acceptance of the charges as stated in the invoice.

(c) Market Condition Costs. The Fees set forth in this Agreement are subject to review and adjustment on an annual basis, effective on the anniversary date of this Agreement. The Principal may increase the Fees by no more than ten percent (10%) to reflect changes in market conditions and costs associated with providing the Services.

3. TERM.

(a) The initial term of this Agreement will begin on the Effective Date and will proceed for a five (5) Month term (the "Initial Term"). After the Initial Term, the Agreement will renew month-to-month (each, a "Renewal Term") unless either Party provides written notice of cancellation at least thirty days prior to the Initial Term or then-current Renewal Term end date. (The Initial Term and any Renewal Term are the "Term.") The Services that will be rendered during any Renewal Term will be the same Services outlined in the final month of the Initial Term in the attached Schedule A. No partial months will be given on cancellation and the Renewal Term will be on full month terms. For Example: If the Initial Term of a six month contract ends on March 31, and notice to terminate this Agreement is given on March 20th, the Renewal Term would be in place for the full successive six months of the original contract length.

(b) Cancellation Policy. In order to properly fulfill advertising campaigns under this agreement, substantial resources and manpower will be invested by Agent. As such, a campaign agreement may not be canceled except upon written notice of a material breach to the agreement by Agent or per section 3(d). Upon such written notice of material breach, Agent shall have fifteen (15) days in which to cure the breach. Upon cure, the agreement shall continue with Principal responsible for all unpaid invoices as of the date of cure. No cancellation of this Agreement may occur other than per section 3(d) or as a result of a material breach of the Agreement by Agent which Agent fails to cure upon written notice. Failure to bring an account current after notice will invalidate the notice and this campaign agreement will remain in full force and effect and subject to payment until termination of the agreement

under the then existing terms herein, or until the account is brought current for purposes of the notice of material breach. Principals obligation to make all payments, and to pay any other amounts due or to become due, is absolute and unconditional and not subject to delay, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever, irrespective of agent's performance of its obligations hereunder.

(c) A notice of material breach or cancellation will not be effective until all past due invoices, if any, have been made current, and the notice thereunder will take affect from the date the account is brought current rather than the date of the notice, unless such past due invoices are the subject of material breach.

(d) One-Time Cancellation. The Principal will have the right to cancel this Agreement with a thirty (30) day written notice within the first 5 months from the Effective Date ("Cancel Period"). If the Principal requests to cancel the Agreement at any point during the Cancel Period, the Agreement will effectively terminate at the end of month 6. After the Cancel Period has passed, if the Principal has not provided written notice of cancellation, the Agreement will run the remainder of the Initial Term in full.

(e) During the contract term, should the principal revoke or remove access to a platform or source channel that the agent is contracted to perform services therein, such act will be considered a material breach by the principal. Upon written notice by Agent for access, Principal shall within 2 business days provide such access to Agent. A failure by Principal to provide such access within the term herein stated will allow Agent to assess a cancellation of the then Monthly Retainer Fee for the individual channel (s) multiplied by the remaining number of months left on the agreement.

4. COOPERATION CLAUSE.

(a) To facilitate the orderly conduct of the services to be performed under this agreement, Principal agrees to comply with all reasonable requests for information or assistance related to the marketing services of Agent in the performance of the services under this agreement from the Effective Date of this agreement until completion of the services defined. Such requests may include, without limitation (i) providing feedback on deliverables in a timely fashion as requested to insure that the project program meets timely production; and (ii) that product deliverables are timely launched so as to comply with the marketing campaign terms. Any failure of cooperation under this paragraph shall be considered an improper cancellation of the agreement entitling the Agent to payment under paragraph 3(b) of this agreement.

b) The Principal acknowledges and agrees that the Agent has been engaged to manage and optimize the advertising campaigns within the designated ad engines, as outlined in the Contract and any work orders or addendums thereto. The Principal hereby undertakes not to make any changes, modifications, or alterations to the settings, configurations, or parameters of the ad engines as identified above without the prior written consent of the Agent. Any changes, modifications, or alterations to the settings, configurations, or parameters of the ad engines as identified above without the prior written consent of Agent shall void any liability of Agent as to such ad engines productivity and advertising activities, but not the Principal's obligation for payment thereof.

5. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, the Agent shall not have authority to obligate the Principal in any way except as stated in this Agreement or otherwise specifically authorized in writing by the Principal.

6. TAXES.

(a) Taxes. The Agent acknowledges that the Agent is not the Principal's employee and that the Agent is solely responsible for reporting and paying any tax assessed on the basis of the Agent's income from the Principal's payment of compensation to the Agent under this Agreement. The Principal shall pay (or reimburse Agent) for all sales, use, value added, services, or similar taxes assessed with respect to the delivery or receipt of the Services, excluding income taxes on profits which may be levied against the Agent.

(b) The Principal will not withhold taxes. The Agent acknowledges and agrees that the Principal will not withhold any amount of compensation for the Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee, or charge related to the Agent's compensation for Services under this Agreement.

7. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

8. PARTIES' REPRESENTATIONS AND WARRANTIES.

The Parties hereby represent and warrant that:

(a) Authority. Each Party is a legally existing entity with the authority to enter into this Agreement. Additionally, the undersigned representatives for each Party warrant that they have the legal authority to bind the Party or will be otherwise held personally liable for such obligations.

(b) Compliance with Law. Each Party warrants that it will comply fully with all applicable laws, regulations, statutes, and ordinances in connection with its performance of this Agreement.

9. INDEMNIFICATION.

Each Party will indemnify, hold harmless, and defend the other Party (including its affiliates, directors, officers, attorneys, and employees) from and against any and all third party claims, litigation, losses, liabilities, costs, damages, and other expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred by such other Party as a result of the indemnifying Party's gross negligence, intentional misconduct, or material breach of the terms of this Agreement. The Principal will indemnify, hold harmless, and defend the Agent (including its directors, officers, attorneys, and employees) from any Losses incurred by the Agent as a result of any act, error, or omission of the Principal.

10. USE OF TRADEMARKS.

The Agent recognizes the Principal's right, title, and interest in and to all service marks, trademarks, and trade names owned by the Principal and agrees not to directly contest, dispute, claim ownership of, or otherwise impair the Principal's right, title, and interest therein. The Agent shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names. Effective as of the termination of this Agreement, the Agent shall cease to use all of the Principal's service marks, trademarks, and trade names, except that Agent may continue to use such service marks, trademarks, and trade names to identify Principal as a former customer of Agent or otherwise to the extent use would constitute fair use under applicable trademark law.

Notwithstanding anything contained in this Agreement, Principal acknowledges and agrees that Agent will have the right to make limited use of Principal's service marks, trademark, and trade names, particularly, but not limited to, Principal's logo, for furthering the underlying purposes of this Agreement and as a reference on Agent's website and other marketing materials.

11. RELATIONSHIP OF PARTIES.

The Agent is an independent contractor and is not an employee of the Principal.

12. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective permitted successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

13. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

14. USE OF SUB-CONTRACTORS.

Agent is free to hire subcontractors or additional help in order to complete its assignments and tasks hereunder.

15. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of California, without regard to its conflicts of law provisions.

16. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium to exchange executed counterparts shall have the same force and effect as an original signature.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

18. CONFIDENTIALITY.

(a) Confidential Information. “Confidential Information” means all confidential, secret or proprietary information, including, but not limited to, all information pertaining to the Services, all information pertaining to a Party’s business, finances, technology, ideas, marketing strategies and product offerings, and all information pertaining to a Party’s procedures, developments, results, data, conclusions, technologies, inventions (whether patentable or not) and the like disclosed hereunder by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) that would reasonably be understood by the Receiving Party as being proprietary or confidential or specifically stated or disclosed to be proprietary or confidential, whether disclosed in written (including electronic), visual or oral form. For purposes of clarity, Agent’s Services and all information relating to Agent’s performance of the Services, shall be deemed the Confidential Information of Agent. Additionally, any information included in Schedule A relating to budgets or to the compensation to be paid by Principal shall be deemed to be the Confidential Information of both Parties. Notwithstanding the foregoing, Confidential Information will not include information that: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. If any issue should arise as to whether a Party is uncertain as to whether any particular information should be considered confidential, all information shall be deemed confidential unless otherwise stated in writing by the party offering the information.

(b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees, professional advisers or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty under this Agreement. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and, in any event, with no less than

reasonable care. Notwithstanding the foregoing, the Receiving Party will be allowed to disclose and use Confidential Information of the Disclosing Party to the extent that the disclosure is (i) permitted by this Agreement or otherwise approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement; or (iii) required by law or by the order of a court or similar judicial or administrative body, pursuant to a subpoena, or under any applicable securities exchange requirement, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of the required disclosure.

(c) Return of Confidential Information. Subject to the terms and conditions of this Agreement, the Receiving Party will return to the Disclosing Party or destroy all tangible copies of Confidential Information of the Disclosing Party in the Receiving Party's possession or control and make commercially reasonable efforts to permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Notwithstanding the foregoing, both Parties acknowledge that it may not be possible to permanently erase all remnants of Confidential Information stored electronically.

(d) Agent Employees as Confidential Information. Understanding that Agent's business involves specialized and proprietary knowledge, information, methods, processes, techniques, and skills for which Agent trains its employees, and which employees are provided for customers and clients of Agent, and that such employees are particular to the security and growth of Agent, Principal agrees that Principal may not directly, or indirectly through a third party contract with any of Agent's employees or hire such employees to perform the services provided by Agent through in-house use of Agent's employees, during the term of this Agreement and for a period of two years thereafter. Such obligation to refrain from such activity by Principal may be waived by Principal through the payment of a placement fee to Agent by Principal for the employee of Agent to be hired or contracted by Principal. Such placement fee shall be an amount equal to two times the then current salary of the employee to be placed by the Principal.

19. LIMITATION OF LIABILITY.

Except with respect to Agent's indemnification obligations set forth in Section 9, under no circumstance will Agent, its owners, employees, affiliates, agents, partners, or other interested entities affiliated with Agent, be held responsible or liable to Principal for any losses or damages, whether direct, indirect, incidental, special, punitive or consequential, including personal injury or death, regardless of the legal/equitable theory asserted, or for third party claims resulting directly or indirectly from, or in connection with, any actions or inaction of Agent relating to the Services performed by Agent under this Agreement. Notwithstanding anything to the contrary in this Agreement, Agent's (including its owners, employees, affiliates, agents, partners, or other interested entities affiliated with Agent) maximum liability to Principal under this Agreement, regardless of the legal/equitable theory asserted (including as a result of a claim for indemnification or the gross negligence or intentional misconduct of Agent), shall be limited to the Fees paid by Principal to Agent under this Agreement. It is expressly agreed the remedy expressed herein is the Principal's exclusive remedy. The

limitations herein shall apply even if any other remedies fail their essential purpose. As some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, liability in such jurisdictions shall be limited to the extent permitted by law.

20. CONTENT LIABILITY.

Under no circumstance will Agent, its owners, employees, affiliates, agents, partners, or other interested entities affiliated with Agent, be held responsible for any losses or damages with regard to the content created or adapted for Principal's use in the site or advertising conditions. It is expressly understood and acknowledged that Principal is responsible for all content, including links of content or other forums, and that any liability or violation of guidelines claimed against Principal by any third party entity shall not be the responsibility of Agent, except to the extent arising out of Agent's gross negligence or intentional misconduct.

21. INTELLECTUAL PROPERTY.

(a) Ownership of Product. Project deliverables will be delivered in their final edited form, including formats such as .mov, .mp4, .gif, .jpg, .tiff, and .pdf. However, it's important to note that raw images, videos, and project assets in formats such as Photoshop, Illustrator, InDesign, After Effects, Premiere, Cinema4D, Sketch, or any other working files are not included in this scope. The transfer or delivery of such raw assets can be arranged separately for an additional fee. The Principal will exclusively own all work product, creative works, deliverables, materials, and intellectual property created under this Agreement ("Work Made for Hire") for copyright purposes, regardless of any contribution by The Agent, or, if for any reason held not to be a Work Made for Hire, Agent assigns to Principal all of Agent's right, title and interest in and to the Deliverable. Agent shall cooperate with Principal and execute all reasonable documents and take other necessary actions as reasonably directed by Principal to effect the foregoing grant of rights. The Principal acknowledges that The Agent retains ownership of all know-how, methods, processes, templates, tools, generic computer coding, generic designs, generic graphics, and related materials that the Agent possessed prior to this Agreement, without accessing the Principal's Confidential Information (referred to as "Principal IP").

(b) Portfolio Display Rights. The Agent may showcase work created for the Principal in the Agent's portfolio for promotional purposes. This includes images, designs, videos, and written content. By agreeing to this clause, the Principal grants the Agent a non-exclusive, worldwide, royalty-free license to display the work in the Agent's portfolio without compensation. This license includes the right to reproduce, distribute, publicly display, and create derivative works of the displayed work. The Agent will make reasonable efforts to avoid disclosing confidential information. If the Principal identifies sensitive material, they may request its removal from the portfolio. The Agent agrees to promptly comply with such requests. This clause remains valid even after the termination or expiration of the agreement between the Principal and the Agent.

22. DATA PROTECTION OBLIGATIONS.

Principal understands and agrees that the information data provided by Principal and the content information that may involve personal data shall be controlled and maintained solely by Principal under the obligation and protection of Principal solely. Agent shall not be responsible or liable for any content data protection, as such will be within the exclusive and sole control of the Principal. Principal shall be solely and exclusively responsible for any and all personal data defined purposes and extent of needed personal data. Principal shall be solely responsible and liable for preparation of personal data documentation, or any other requirements or regulations involving the use of personal data, and Agent shall in no way be responsible for the obligations of Principal with regard to such personal data content. Principal shall indemnify, hold harmless, and defend Agent (including its affiliates, directors, officers, attorneys, and employees) with regard to, but not limited to, any potential claims, actions, complaints, investigations, or lawsuits alleging personal data mishandling or violations of any regulations or laws involving the use of personal data regardless of the State, Territory, or Country related to such claims, actions, complaints, investigations, or lawsuits.

23. ATTORNEY FEES.

Principal agrees to pay all costs and attorneys' fees realized by Agent for the purposes of collecting any amounts due hereunder, including, but not limited to, actual attorneys' fees, court costs and expenses.

24. BINDING ARBITRATION.

Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation of it, shall be settled by binding arbitration to be conducted at the Judicial Arbitration and Mediation Services located in San Diego, California. For purposes of this Agreement, the venue shall be within the County of San Diego, State of California. For purposes of the arbitration proceeding, the rules under the California Code of Civil Procedure and the California Rules of Evidence will prevail. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitrator in such hearing shall have the power and authority to award attorneys' fees and costs as identified in Paragraph 21 of this Agreement.

25. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

26. FORCE MAJEURE.

Agent shall use commercially reasonable efforts to complete all obligations under this Agreement, but Agent shall not be liable for nonperformance or delays caused by Acts of God, or causes beyond its control ("Force Majeure events"). Agent will diligently work to mitigate lost time caused by a Force Majeure event. Any delays or failure of performance by Agent arising from a Force Majeure event shall not constitute default hereunder or give rise to any claim for damages.

“Force Majeure” means a delay which impacts the timely performance of Work which neither Agent nor the Principal are liable for because such delay or failure to perform was beyond the control of the party. Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
2. Acts or omissions of any government entity;
3. Fire or other casualty for which a party is not responsible;
4. Quarantine or epidemic;
5. Earthquakes;
6. Strike or defensive lockout; and,
7. Unusually severe weather conditions.

27. OFAC SANCTIONS OWNERSHIP STATUS

A. Neither **Principal** nor any of its Subsidiaries or, to the best of its knowledge, any director, officer, or employee of **Principal** or any of its Subsidiaries is a Person who (a) is directly or indirectly owned or controlled by any Person currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by the Office of Foreign Assets Control, US Department of the Treasury (“OFAC”) or other similar list maintained by any Governmental Entity (collectively, “SDN List”), or (b) is directly or indirectly owned or controlled by any Person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other Governmental Entity.

B. **Principal** shall promptly notify **Agent** when it or any of its Subsidiaries, or any of its or any of its Subsidiaries’ directors, officers, employees, or agents becomes directly or indirectly owned or controlled by any Person (a) included on the then-current SDN List, or (b) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other Governmental Entity.

[Signature Page Follows]

Agent:

Power Digital Marketing
2251 San Diego Avenue A250
San Diego, CA 92110

Principal:

Greater Los Angeles County Vector Control
12545 Florence Ave.
Santa Fe Springs, CA 90670

By : _____

Name: _____

Title: _____

Date: _____

By : _____

Name: _____

Title: _____

Date: _____

Billing Contact Information:

Name: _____

Phone: _____

Email: _____

Address: _____

City: _____

State: _____

Zip: _____

Country: _____

RESOLUTION NO. 2024-15

A RESOLUTION OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES APPROVING THE SCIENTIFIC-TECHNICAL SERVICES PROJECTS ASSISTANT POSITION INTO THE AUTHORIZED POSITION SCHEDULE

RECITALS

- A. The Greater Los Angeles County Vector Control District (“District”) developed an in-house sterile insect technology program over the past three years.
- B. The District wishes to add a limited-term, full-time position to assist with the sterile insect technology program and other related projects.
- C. The District offers limited-term employees the same benefits as full-time employees for a limited duration.
- D. The District wishes to add a limited-term Scientific-Technical Services Projects Assistant position using approved District funds from FY 24/25.

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

- 1. The District determines that each Finding set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
- 2. The District hereby approves adding a full-time, Scientific-Technical Services Projects Assistant position on a limited-term basis.
- 3. This Resolution shall become effective the day following its adoption. The District Secretary shall certify to the passage and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED THIS 8TH DAY OF AUGUST 2024.

President

I, _____, Secretary-Treasurer of the Greater Los Angeles County Vector Control District, hereby certify that Resolution No. 2024-15 was duly adopted by the Board of Trustees at its regular meeting held on August 8th, 2024.

Secretary-Treasurer

**Greater Los Angeles County Vector Control District
Job Classifications: 2024-25**

<u>Exempt</u>	<u>Salary Range</u>	<u># of Employees</u>
Clerk of the Board/Executive Assistant	36	1
Staff Accountant	36	2
Human Resources Analyst	36	2
GIS/IT Analyst	42	1
Applications Supervisor	43	1
Environmental Program Manager	49	1
Communications Manager	49	1
Facilities & Fleet Maintenance Manager	49	1
Finance Manager	49	1
Human Resources Manager	49	1
Information Technology Administrator	47	1
Operations Manager	49	2
Director of Operations	51	1
Director of Scientific-Technical Services	51	1
Assistant General Manager	62	1
<u>Non-Exempt</u>	<u>Salary Range</u>	<u># of Employees</u>
Maintenance Worker/Janitor	16	1
Vector Field Assistant	16	2
Operations Assistant	16	1
Administrative Assistant	22	2
Junior Programmer (Part-Time)	24	1
Scientific-Technical Projects Assistant	24	1
Communications Specialist	28	3
Education Specialist	33	2
Assistant Vector Control Specialist	30	8
Maintenance Technician	36	5
Operations Projects Specialist	36	1
Vector Control Specialist	36	35
Assistant Vector Ecologist	36	1
Events & Media Coordinator	36	1
Public Information Coordinator	36	1
Senior Vector Control Specialist	38	2
Vector Ecologist	42	4
Senior Vector Ecologist	44	1
Operations Supervisor	43	6
<u>Seasonal Help</u>	<u>Salary Range</u>	<u># of Seasonals</u>
Mosquito Control Technician	10	38
<u>General Manager and Board of Trustees</u>	<u>Salary</u>	<u># of Trustees</u>
General Manager	Contract + \$500/mo. Auto allowance	1
Board of Trustees	No compensation. Up to \$100/mo. reimbursement for expenses (per CA Health & Safety Code 2030)	37

Effective 08/09/24

**Greater Los Angeles County Vector Control District
2024-25 Salary Range Schedule**

Salary Range	Annually					Monthly					Per Pay Period					Hourly				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
47	110,721	116,257	122,070	128,173	134,582	9,227	9,688	10,172	10,681	11,215	4,613.38	4,844.05	5,086.25	5,340.56	5,607.59	53.23	55.89	58.69	61.62	64.70
48	113,489	119,164	125,122	131,378	137,947	9,457	9,930	10,427	10,948	11,496	4,728.71	4,965.15	5,213.40	5,474.07	5,747.78	54.56	57.29	60.15	63.16	66.32
49	116,326	122,143	128,250	134,662	141,395	9,694	10,179	10,687	11,222	11,783	4,846.93	5,089.28	5,343.74	5,610.93	5,891.47	55.93	58.72	61.66	64.74	67.98
50	119,234	125,196	131,456	138,029	144,930	9,936	10,433	10,955	11,502	12,078	4,968.10	5,216.51	5,477.33	5,751.20	6,038.76	57.32	60.19	63.20	66.36	69.68
51	122,215	128,326	134,742	141,479	148,553	10,185	10,694	11,229	11,790	12,379	5,092.30	5,346.92	5,614.27	5,894.98	6,189.73	58.76	61.70	64.78	68.02	71.42
52	125,271	131,534	138,111	145,016	152,267	10,439	10,961	11,509	12,085	12,689	5,219.61	5,480.59	5,754.62	6,042.35	6,344.47	60.23	63.24	66.40	69.72	73.21
53	128,402	134,823	141,564	148,642	156,074	10,700	11,235	11,797	12,387	13,006	5,350.10	5,617.61	5,898.49	6,193.41	6,503.08	61.73	64.82	68.06	71.46	75.04
54	131,613	138,193	145,103	152,358	159,976	10,968	11,516	12,092	12,696	13,331	5,483.85	5,758.05	6,045.95	6,348.25	6,665.66	63.28	66.44	69.76	73.25	76.91
55	134,903	141,648	148,730	156,167	163,975	11,242	11,804	12,394	13,014	13,665	5,620.95	5,902.00	6,197.10	6,506.95	6,832.30	64.86	68.10	71.50	75.08	78.83
56	138,275	145,189	152,449	160,071	168,075	11,523	12,099	12,704	13,339	14,006	5,761.48	6,049.55	6,352.03	6,669.63	7,003.11	66.48	69.80	73.29	76.96	80.81
57	141,732	148,819	156,260	164,073	172,276	11,811	12,402	13,022	13,673	14,356	5,905.51	6,200.79	6,510.83	6,836.37	7,178.19	68.14	71.55	75.12	78.88	82.83
58	145,276	152,539	160,166	168,175	176,583	12,106	12,712	13,347	14,015	14,715	6,053.15	6,355.81	6,673.60	7,007.28	7,357.64	69.84	73.34	77.00	80.85	84.90
59	148,907	156,353	164,171	172,379	180,998	12,409	13,029	13,681	14,365	15,083	6,204.48	6,514.70	6,840.44	7,182.46	7,541.58	71.59	75.17	78.93	82.87	87.02
60	152,630	160,262	168,275	176,689	185,523	12,719	13,355	14,023	14,724	15,460	6,359.59	6,677.57	7,011.45	7,362.02	7,730.12	73.38	77.05	80.90	84.95	89.19
61	156,446	164,268	172,482	181,106	190,161	13,037	13,689	14,373	15,092	15,847	6,518.58	6,844.51	7,186.73	7,546.07	7,923.38	75.21	78.98	82.92	87.07	91.42
62	160,357	168,375	176,794	185,633	194,915	13,363	14,031	14,733	15,469	16,243	6,681.54	7,015.62	7,366.40	7,734.72	8,121.46	77.09	80.95	85.00	89.25	93.71
63	164,366	172,584	181,214	190,274	199,788	13,697	14,382	15,101	15,856	16,649	6,848.58	7,191.01	7,550.56	7,928.09	8,324.50	79.02	82.97	87.12	91.48	96.05
64	168,475	176,899	185,744	195,031	204,783	14,040	14,742	15,479	16,253	17,065	7,019.80	7,370.79	7,739.33	8,126.29	8,532.61	81.00	85.05	89.30	93.76	98.45
65	172,687	181,321	190,387	199,907	209,902	14,391	15,110	15,866	16,659	17,492	7,195.29	7,555.06	7,932.81	8,329.45	8,745.92	83.02	87.17	91.53	96.11	100.91
66	177,004	185,854	195,147	204,904	215,150	14,750	15,488	16,262	17,075	17,929	7,375.18	7,743.93	8,131.13	8,537.69	8,964.57	85.10	89.35	93.82	98.51	103.44
67	181,429	190,501	200,026	210,027	220,528	15,119	15,875	16,669	17,502	18,377	7,559.55	7,937.53	8,334.41	8,751.13	9,188.69	87.23	91.59	96.17	100.97	106.02
68	185,965	195,263	205,026	215,278	226,042	15,497	16,272	17,086	17,940	18,837	7,748.54	8,135.97	8,542.77	8,969.91	9,418.40	89.41	93.88	98.57	103.50	108.67
69	190,614	200,145	210,152	220,660	231,693	15,885	16,679	17,513	18,388	19,308	7,942.26	8,339.37	8,756.34	9,194.16	9,653.86	91.64	96.22	101.03	106.09	111.39
70	195,380	205,149	215,406	226,176	237,485	16,282	17,096	17,950	18,848	19,790	8,140.81	8,547.85	8,975.25	9,424.01	9,895.21	93.93	98.63	103.56	108.74	114.18
71	200,264	210,277	220,791	231,831	243,422	16,689	17,523	18,399	19,319	20,285	8,344.33	8,761.55	9,199.63	9,659.61	10,142.59	96.28	101.09	106.15	111.46	117.03
72	205,271	215,534	226,311	237,626	249,508	17,106	17,961	18,859	19,802	20,792	8,552.94	8,980.59	9,429.62	9,901.10	10,396.15	98.69	103.62	108.80	114.24	119.96
73	210,402	220,922	231,969	243,567	255,745	17,534	18,410	19,331	20,297	21,312	8,766.77	9,205.10	9,665.36	10,148.63	10,656.06	101.15	106.21	111.52	117.10	122.95
74	215,662	226,446	237,768	249,656	262,139	17,972	18,870	19,814	20,805	21,845	8,985.93	9,435.23	9,906.99	10,402.34	10,922.46	103.68	108.87	114.31	120.03	126.03
75	221,054	232,107	243,712	255,898	268,693	18,421	19,342	20,309	21,325	22,391	9,210.58	9,671.11	10,154.67	10,662.40	11,195.52	106.28	111.59	117.17	123.03	129.18
76	226,580	237,909	249,805	262,295	275,410	18,882	19,826	20,817	21,858	22,951	9,440.85	9,912.89	10,408.53	10,928.96	11,475.41	108.93	114.38	120.10	126.10	132.41
77	232,245	243,857	256,050	268,852	282,295	19,354	20,321	21,337	22,404	23,525	9,676.87	10,160.71	10,668.75	11,202.19	11,762.29	111.66	117.24	123.10	129.26	135.72
78	238,051	249,954	262,451	275,574	289,352	19,838	20,829	21,871	22,964	24,113	9,918.79	10,414.73	10,935.47	11,482.24	12,056.35	114.45	120.17	126.18	132.49	139.11
79	244,002	256,202	269,012	282,463	296,586	20,334	21,350	22,418	23,539	24,716	10,166.76	10,675.10	11,208.85	11,769.30	12,357.76	117.31	123.17	129.33	135.80	142.59
80	250,102	262,607	275,738	289,525	304,001	20,842	21,884	22,978	24,127	25,333	10,420.93	10,941.98	11,489.07	12,063.53	12,666.71	120.24	126.25	132.57	139.19	146.15

THE GREATER LOS ANGELES COUNTY

VECTOR CONTROL DISTRICT

INVESTMENT POLICY FY 20~~2423~~-20~~2524~~

SECTION 1. Investment Policy Purpose

The purpose of this investment policy is to formalize procedures for the management of the Greater Los Angeles County Vector Control District (the “District” investment (portfolio)).

The investment policies and practices of the District are based on state law and prudent money management. All funds will be invested in accordance with the District’s Investment Policy and all applicable California Government Code Sections.

SECTION 2. Scope

This policy shall apply to all funds and investment activities under the direct authority of the District.

SECTION 3. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, and in accordance with written procedures and policies. The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio.

SECTION 4. Objectives

The investment objectives of the District are, in priority order:

1. **Safety.** All investments (portfolio) of the Agency shall be undertaken in a manner that seeks to ensure preservation of principal in the investments.
2. **Liquidity.** All investments (portfolio) will remain sufficiently liquid to enable the District to meet its normal cash flow requirements.
3. **Return on Investment.** All investments (portfolio) shall be designed to maximize return consistent with the District’s objectives of safety and liquidity.

SECTION 5. Investment Authority and Guidelines

1. Funds not required for foreseeable near term expenditures shall be fully invested or deposited to maximize investment returns.
2. Funds of the District shall be invested under the “prudent person” standard rule (Civic Code §2261 *et seq.*).

3. The District shall utilize only those eligible investments instruments set forth under Section 6, “Permitted Investment Instruments.”
4. No person may engage in an investment transaction except as provided under the limits of this policy. Responsibility for investment and verification shall be vested in the General Manager, and recording of transactions vested in the Finance Manager ~~Director of Fiscal Operations~~.
5. No investment shall provide for maturity in excess of 2 years, except for obligations of a state or federal governmental entity, unless as otherwise provided in Government Code §53601. No more than fifty percent (50%) of the District’s funds shall be kept in one institution except the Los Angeles County Treasury and Local Agency Investment Fund (LAIF). If the fifty percent (50%) limitation is exceeded, the General Manager may, within 90 days of notification, invest the excess funds provided in Section 6.
6. All District investments shall be reported monthly by providing the Board of Trustees with a Summary of Cash Accounts that includes the most recent financial transactions associated with all investments, including deposits, withdrawals, and interest received; all agencies reporting quarterly to the District on investments will be recorded on the monthly Summary of Cash Accounts on the following month of receipt.
7. The Policy Committee shall meet annually to review District investments and new or pending legislation that may affect District investments or the fiduciary compliance of the District.

SECTION 6. Permitted Investment Instruments

The following are permitted investment instruments as provided for in §53601 of the Government Code and are the only instruments permitted as authorized investments for the District.

1. Authorized investments below are strictly limited to the District except in circumstances associated with item B:
 - a. County Treasury Accounts—by minute order (August 10, 1995) the Board approves a maximum balance of \$10,000,000 to remain in the County Treasury with the remaining collected revenues to be deposited in the Local Agency Investment Fund;
 - b. Local Agency Investment Fund; permitted by Resolution 6-77.
 - ~~c.~~ CalTRUST short-term and medium-term funds, permitted by Resolution 2016-14.
 - ~~e.d.~~ California Cooperative Liquid Assets Securities System (CLASS) by Resolution 2024-XX
2. Authorized investments below are permitted by the District, but only when yields of these instruments may become exceptionally or significantly higher than those in item A and fiscally advantageous to the District:
 - ~~d.e.~~ Negotiable Certificates of Deposit

e.f. United States Treasury Notes, Bonds, Bills or Certificates of Indebtedness

f.g. Government Agency Issues

g.h. California Municipals

h.i. Repurchase Agreements (Federally Sponsored Credit Agency Securities)

i.j. Medium-Term Corporate Notes

j.k. Insured Certificates of Deposit

Investments in these instruments shall be made by mutual agreement of the District's Finance Manager~~Director of Fiscal Operations~~ and General Manager, and the Board shall be subsequently notified of any transactions associated with these investments.

The following sections define in detail the parameters of each approved investment type. **The purchase of structured notes, inverse floaters, dual index floaters, inverse securities, range notes, interest-only strips that are derived from a pool of mortgages or any security that could result in zero interest accrual if held to maturity or any other derivate products and the use of leverage ARE PROHIBITED regardless of security type or issuer.**

k.l. **Negotiable certificates of deposit** or deposit notes issued by a nationally or state-chartered bank or a state or federal saving and loan association or by a state-licensed branch of a foreign bank; rated in the highest short-term rating category by Moody's or Standard & Poor's (i.e., A, P1).

l.m. **United States Treasury Notes** and other government obligations for which the full faith and credit of the United States are pledge for the payment of principal and interest.

m.n. **Government Agency Issues** refers to obligations, participation, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise, including, but not limited to:

1. Government National Mortgage Association (GNMA)
2. Federal Home Loan Banks (FHLB)
3. Federal Home Loan Mortgage Corporation (FHLMC)
4. Federal National Mortgage Association (FNMA)
5. Federal Farm Credit Banks (FFCB)

n.o. **California Municipals** are bonds, notes or other municipal obligations issued by the State of California or any local agency within the state which are rated "AAA": by Moody's Investors Service, Inc. or Stander & Poor's.

p. Repurchase Agreements used solely as short-term investment not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Section 6B.2 and 6B.3, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the District's custodian bank versus payment or be handled under a tri-party repurchase agreement. The District or its trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement. The market value of securities that underlie a Repurchase Agreement shall be valued at 102% or greater of the funds borrowed against those securities, and the value shall be reviewed on a regular basis and adjusted no less than weekly. Market value of underlying collateral must be reviewed regularly or each time there is a substitution of collateral.

The District may enter into Repurchase Agreements only with primary dealers in U.S. Government securities who are eligible to transact business with, and who report to, the Federal Reserve Bank of New York. The District will have specific written agreements with each firm with which it enters into Repurchase Agreements. Reverse repurchase agreements are not allowed.

p-q. Medium-term corporate notes (MCN) issued by corporations and operating within the United States or by depository institutions licenses by the U.S. or any state and operating within the U.S. MCNs shall be rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. The term of the note from date of purchase to maturity may not exceed two (2) years. Purchase of MCNs may not exceed 15% of the District's investment portfolio.

r. Insured Certificates of Deposit (ICD) are FDIC insured or fully collateralized time certificates of deposit in financial institution located in California. ICDs shall not exceed the insured dollar limit established by the FDIC in any financial institution.

r-s. Local Agency Investment Fund (LAIF) is a voluntary program offering local agencies the opportunity to participate in multi-billion dollar portfolio. LAIF is part of the State of California's Pooled Money Investment Account (PMIA). Oversight of the PMIA is provided by a board whose members include the State Treasurer, Director of Finance and the State Controller. All Securities are purchased under the authority of Government Code §§16430 and 16480.4

s-t. CalTRUST is a voluntary, local government, joint investment pool with a multi-billion dollar asset portfolio. Oversight is provided by a Board of Trustees and investment funds are managed by a contracted CalTRUST Asset Management Institution. All CalTrust funds are in compliance with the California investment guidelines for public agencies.

Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

SECTION 7. Sale of Investment

Although the District invests with intent to hold investment to maturity, sale may be required prior to maturity, for cash flow purposes.

SECTION 8. Safekeeping and Custody

All District Investment shall have the District as Depositor and registered owner and shall be kept in the custody of the District or the trust department of its designate third party institution for safekeeping. When the District investment are in safekeeping of third parties, the District shall have on file from its designated third party, a written statement that the District has a satisfactory title or interest in all securities held in the trust department. The trust department shall be required to send the District a monthly statement designating securities are being kept, the monthly income there from, and their current value. The District shall have access to buy the sell securities, if held for safekeeping, independent of any broker (per Section 5 (d)). All security transactions, excluding FDIC insured deposits, but including collateralized repurchase agreements shall be excluded using the deliver vs. payment procedure.

SECTION 9. Compliance with State Law

All District investment shall comply with Government Code §§ 53600 through 53684, as may be amended from time to time. If there is ever any conflict between a provision of this District Investment Policy and the Government Code, the provision of the Government Code shall govern.

This Investment Policy shall be submitted by the General Manager for review, amendment and adoption at a public meeting annually by the Board of Trustees.

RESOLUTION 2024-16

A RESOLUTION OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES ADOPTING AN INVESTMENT POLICY FOR FISCAL YEAR 2024-2025

WHEREAS, § 53646 of the Government Code, requires local government agencies to prepare and file annual investment policy statements and quarterly or monthly investment reports; and

WHEREAS, the Government Code further restricts the types of instruments in which a local public agency may invest its funds and imposes procedural requirements for certain types of investments; and

WHEREAS, The Greater Los Angeles County Vector Control District (District) as a local public agency has a fiduciary responsibility to maximize the use of public funds entrusted to its care, manage those funds wisely and prudently, and protect those funds from financial catastrophes; and

WHEREAS, the objective and purpose of the District's investment program is to maintain a level of investment, of all temporarily idle funds, as near 100% as possible, with due consideration given to such factors as safety, liquidity, yield, and cash flow requirements; and

WHEREAS, the District wants to adopt the policy it adopted for fiscal year 2023-2024 with the addition California Cooperative Liquid Assets Securities (CLASS) System permitted investment instrument.

NOW, THEREFORE, the Board of Trustees (Board) of the District hereby resolves:

Section 1. The Board hereby adopts that certain "Investment Policy FY 2024-2025" attached hereto as "EXHIBIT N" and incorporated by this reference, effective July 1, 2024.

Section 2. Such Investment Policy supersedes all prior investment policies adopted by the Board.

Section 3. The Board Secretary-Treasurer shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 8th day of August 2024.

Marilyn Sanabria, Board President

ATTEST:

Susanne Klueh, General Manager

I hereby certify that Resolution 2024-16 was duly adopted by the Board of Trustees of the Greater Los Angeles County Vector Control District at a regular meeting of the Board of Trustee held on the 8th day of August 2024.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Melissa Ramoso, Secretary-Treasurer

EXHIBIT N

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

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PRESIDENT

Marilyn Sanabria, Huntington Park

VICE PRESIDENT

Ali Saleh, Bell

SECRETARY-TREASURER

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SOUTH GATE

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VERNON

Leticia Lopez

WHITTIER

Mary Ann Pacheco

GENERAL MANAGER

Susanne Klueh

MEMORANDUM

To: GLACVCD Board of Trustees
From: Susanne Klueh, General Manager
Date: August 1, 2024
Subject: INVESTMENT STRATEGIES

Background

District staff researched investing the California Local Agency Investment Fund, which is run by the State Treasurer, and also researched the California Cooperative Liquid Assets Securities System (CLASS), which is a Joint Powers Authority (JPA) that functions similar to the Local Agency Investment Fund (LAIF), but has features that make it an attractive alternative. Both LAIF and CLASS investments are a stable net asset valuation, which generally means there is no risk of losing principal. In any public investment strategy, the key rules are to consider safety of the investment first, then liquidity, and then yield. This is frequently referred to as the SLY method of investing.

Both funds follow California State Code Section 53601, offer same day withdrawals (liquidity), and feature safe investments that will not lose principal (safety).

The CLASS Prime fund is AAA rated by Moody's and Standard & Poor's, which means that they have the highest principal stability. The assets have a weighted average maturity of less than 60 days, and the fund maintains a \$1 stable net asset valuation, which protects from the risk of principal loss.

As of July 22, 2024, the Daily Effective Yield in the CLASS Prime Fund was 5.43%, while the yield for LAIF was 4.48% as of June 30, 2024, 2024. In general LAIF has longer maturity assets than CLASS and as such, LAIF has not been able to capitalize on rising interest rates. While yield is not the primary concern of an investment strategy, if all other things are equal, which appears to be the case with LAIF and CLASS, then a higher yield is preferred.

The proposed action is consistent with policies adopted by the Board including the Investment Policy. If the Board accepts staff's recommendation, staff will make all necessary revisions to the District's investment Policy.

Recommendation

Staff recommends that the District open the CLASS account and invest \$XXXX, the total of the district reserves accounts, into the new CLASS account. Staff recommends an additional transfer of \$XXXX to a General Fund account in CLASS, which would earn higher interest than LAIF at this time.

Attachment(s): CLASS Information Statement, CLASS Features and Benefits, CLASS Registration Packet. <https://californiaclass.com/>

Sincerely



Susanne Klueh
General Manager

What is California CLASS?

California Cooperative Liquid Assets Securities System (California CLASS) is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement by and among California public agencies. California CLASS offers public agencies a convenient method for investing in highly liquid, investment-grade securities carefully selected with the goal of optimizing yields while prioritizing safety and liquidity. The California CLASS Prime and Enhanced Cash funds help assist public agencies in strengthening and diversifying their cash management programs in accordance with the safety, liquidity, and yield hierarchy that provides the framework for the investment of public funds.

How is it governed and managed?

California CLASS is overseen and governed by a Board of Trustees. The Board is made up of public agency finance professionals who participate in California CLASS and are members of the Joint Powers Authority (JPA). The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

How can we participate?

Enrolling in California CLASS is simple. Public agencies may become Participants simply by filling out the Participant Registration Form that can be found in the document center on the California CLASS website. Public agencies may submit the completed registration packet to California CLASS Client Services for processing at clientservices@californiaclass.com. To obtain account forms and fund documents, visit www.californiaclass.com/document-center/.

Sponsored By:



www.calcities.org



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Districts Association**
Districts Stronger Together

www.csda.net

Participants

benefit from the following:

- Same-day availability of funds in Prime Fund (11:00 a.m. PT cut-off)
- Contributions by wire or ACH
- Ratings of 'AAAm' & 'AAAf/S1'
- Portfolio securities marked-to-market daily
- Secure online access for transactions and account statements
- No redemption notices for Prime Fund
- Participant-to-Participant transactions
- Dividends accrue daily and pay monthly
- No maximum contributions
- No minimum investment requirements
- No transaction fees*
- Annual audit conducted by independent auditing firm**
- Dedicated client service representatives available via phone or email on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from California CLASS for such transactions.
**External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of California CLASS?

Safety

The primary investment objective of the California CLASS Prime fund is preservation of principal. Both California CLASS portfolios are managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The custodian for California CLASS is U.S. Bank, N.A.

Liquidity

When you invest in the California CLASS Prime fund, you have access to your funds on any business day. You must notify California CLASS of your funds transaction requests by 11:00 a.m. PT via the online transaction portal. There are no redemption notices for the daily-liquid California CLASS Prime fund. Enhanced Cash is a variable NAV fund that provides next-day liquidity and a one-day notification of redemption.

Competitive Returns

California CLASS strives to provide competitive yields while adhering to the objectives of safety and liquidity. Participants can benefit from the investment expertise and institutional knowledge provided by the team of Public Trust professionals. The portfolio performance objective is strengthened by the knowledge of

California public agency cash flows that the Public Trust team possesses.

Ease of Use

To make cash management streamlined and efficient, California CLASS includes many features that make it easy to access account information and simplify record keeping. Participants can transact on any business day via the California CLASS Online Transaction Portal at www.californiaclass.com.

Flexibility

You may establish multiple California CLASS subaccounts. You will receive comprehensive monthly statements that show all of your transaction activity, dividend accruals, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your records.

Legality

California CLASS only invests in securities permitted by California State Code Section 53601; permitted investments are further restricted to those approved by the Board of Trustees as set forth in the California CLASS Investment Policies.

Have Questions? Contact us or visit www.californiaclass.com for more information.



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Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the California CLASS Information Statement before investing. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS prime-style fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the California CLASS Information Statement(s) before investing. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. California CLASS Prime is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. California CLASS Enhanced Cash is rated by 'AAAf/S1' by FitchRatings. The 'AAAf' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

California
CLASS



Prime Fund Information Statement

July 2023

Introduction

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) and the Investment Policy for the Prime Fund described herein (located in the Document Center at 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

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

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 and seeks to provide 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

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

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

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

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

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

Investing involves risks including the possible loss of principal.

Interest Rate Risks

The prices of the fixed-income securities in 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 Prime Fund will default on the security by failing to pay interest or principal when due. If an issuer defaults, Participants in Prime Fund may incur losses. 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 California CLASS is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Liquidity Risk

Prime Fund is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

Board of Trustees

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 for a description of the current Trustees and officers of the California CLASS.

Investment Advisor & Administrator

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

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

An independent certified public accounting firm, Cohen & Co. 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

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). Please email all completed forms to 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

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 notice via the Participant Transaction Portal 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

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 instruction via the Participant Transaction Portal 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 instructions will include 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

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

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

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

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. 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

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

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

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

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

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.

Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. 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. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Prime Fund seeks to preserve the value of your investment at \$1.00 per Share, it cannot guarantee it will do so. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

07/23 Managed by Public Trust Advisors, LLC

CONTACT INFORMATION

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**California Cooperative Liquid Assets Securities System
(CA CLASS Prime)**

**Principal Stability Fund
Ratings Definitions**

AAAm 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

AAm A fund rated 'AAm' demonstrates very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. It differs from the highest-rated funds only to a small degree.

Am A fund rated 'Am' demonstrates strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk, but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than funds in higher-rated categories

BBBm A fund rated 'BBBm' demonstrates adequate capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. However, adverse economic conditions or changing circumstances are more likely to lead to a reduced capacity to maintain principal stability.

BBm A fund rated 'BBm' demonstrates speculative characteristics and uncertain capacity to maintain principal stability. It is vulnerable to principal losses due to credit risk. While such funds will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposures to adverse conditions.

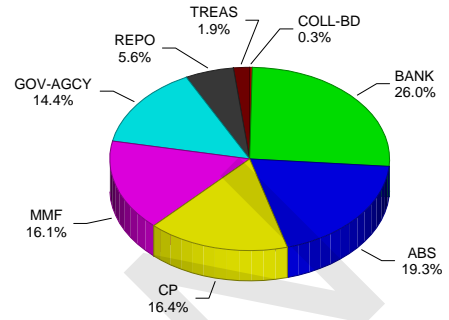
Dm A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

Plus (+) or Minus (-)
The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

About the Fund

Fund Rating	AAAm
Fund Type	General Purpose Taxable
Investment Adviser	Public Trust Advisors, LLC
Portfolio Manager	Randy Palomba, CFA & Neil Waud, CFA
Fund Rated Since	April 2022
Custodian	U.S. Bank
Distributor	Public Trust Advisors, LLC (Public Trust)

Portfolio Composition as of March 28, 2023



BANK - Bank Deposits; ABS - Asset-backed security; CP - Commercial Paper; MMF - Money Market Fund; GOV-AGCY - Agency and Government; REPO - Repurchase Agreement; TREAS - Treasury; COLL-BD - Collateralized Bank Deposits

Rationale

California Cooperative Liquid Assets Securities System (CA CLASS Prime) is rated 'AAAm' by S&P Global. The rating signifies our forward-looking opinion about a fixed-income fund's ability to maintain principal value (i.e., stable net asset value, or 'NAV'). This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis.

agreements, and 2a-7 money market funds. All participants are voluntary, and the net asset value of the fund is calculated daily using a mark-to-market methodology.

Overview

California CLASS Prime is a joint powers authority as codified in California Government Code Section 6500 of Title 1, Division 7, Chapter 5, Article 1 and is managed to comply with the requirements of California Government Code Section 53601. The investment objective of California CLASS Prime is to preserve principal, provide daily liquidity, and maintain a \$1.00 net asset value per share while generating additional investment income for participants.

Management

Public Trust Advisors LLC (PTA), based in Denver, is the investment adviser and administrator for the fund. PTA currently manages 12 local government investment pools rated 'AAAm' by S&P Global Ratings, including California CLASS Prime. PTA also manages one local government investment pool rated 'AAAf/S1' and another rated 'AA+f/S1' by S&P Global Ratings. U.S. Bank N.A. is the custodian for California CLASS Prime.

Portfolio Assets

California CLASS Prime seeks to achieve its investment objectives by investing in various money market securities, including U.S. Treasury securities, U.S. agencies, state municipal obligations, bankers' acceptances, commercial paper, certificates of deposit, repurchase

S&P Global Ratings Analyst: Marissa Zuccaro - (303) 721 4762

www.spratings.com

Investors should consider the investment objectives, risks and charges and expenses of the fund before investing. The prospectus which can be obtained from your broker-dealer, contains this and other information about the fund and should be read carefully before investing.

An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund.

Principal Stability Rating Approach and Criteria

A S&P Global Ratings principal stability fund rating, also known as a "money market fund rating", is a forward-looking opinion about a fixed income fund's capacity to maintain stable principal (net asset value). When assigning a principal stability rating to a fund, S&P Global Ratings analysis focuses primarily on the creditworthiness of the fund's investments and counterparties, and also its investments' maturity structure and management's ability and policies to maintain the fund's stable net asset value. Principal stability fund ratings are assigned to funds that seek to maintain a stable or an accumulating net asset value.

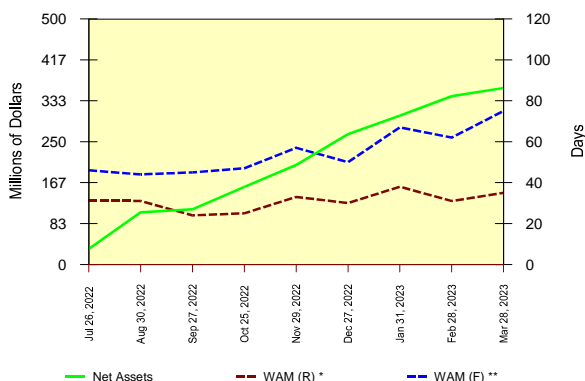
Generally, when faced with an unanticipated level of redemption requests during periods of high market stress, the manager of any fund may suspend redemptions for up to five business days or meet redemption requests with payments in-kind in lieu of cash. A temporary suspension of redemptions or meeting redemption requests with distributions in-kind does not constitute a failure to maintain stable net asset values. However, higher rated funds are expected to have stronger capacities to pay investor redemptions in cash during times of high market stress because they generally comprise shorter maturity and higher quality investments.

Principal stability fund ratings, or money market fund ratings, are identified by the 'm' suffix (e.g., 'AAAm') to distinguish the principal stability rating from a S&P Global Ratings traditional issue or issuer credit rating. A traditional issue or issuer credit rating reflects S&P Global Ratings view of a borrower's ability to meet its financial obligations. Principal stability fund ratings are not commentaries on yield levels.

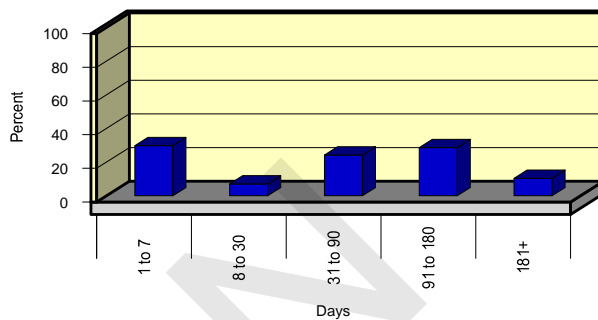
Data Bank as of March 28, 2023

Net Asset Value per Share.....	\$0.99991	Net Assets (millions).....	\$359.35	Inception Date.....	July 2022
WAM (R) *	35 days	WAM (F) **.....	75 days	7 Day Yield.....	4.86%
* Weighted Average Maturity (Reset)		** Weighted Average Maturity (Final)			

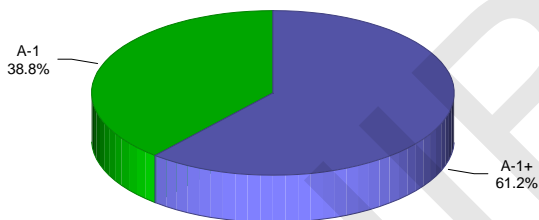
Net Assets, WAM (R) and WAM (F)



Portfolio Maturity Distribution as of March 28, 2023

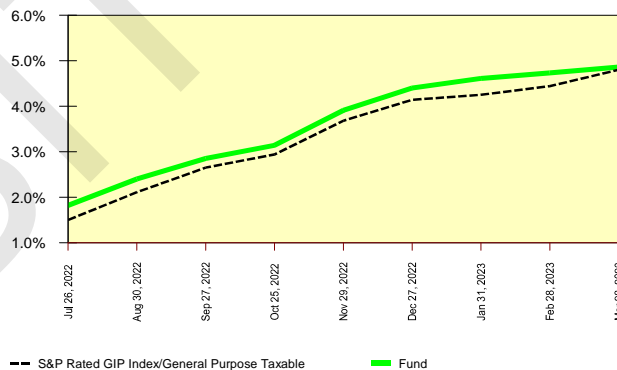


Portfolio Credit Quality as of March 28, 2023 *



*As assessed by S&P Global Ratings

Portfolio 7 Day Net-Yield Comparison *



*S&P 'AAAm' Money Fund Indices are calculated weekly by iMoneyNet, Inc., and are comprised of funds rated or assessed by S&P Global Ratings to within the specific rating categories. The S&P Global Ratings Rated LGIP Indices are calculated weekly by S&P Global Ratings and are comprised of 'AAAm' and 'AAm' government investment pools. *The yield quoted represents past performance. Past performance does not guarantee future results. Current yield may be lower or higher than the yield quoted. Performance data current to the most recent month-end may be available by calling the Fund at the phone number listed in the "About the Fund" section on page 1.*

Fund portfolios are monitored weekly for developments that could cause changes in the ratings. Rating decisions are based on periodic meetings with senior fund executives and public information.

S&P Global Ratings is neither associated nor affiliated with the fund.

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California
CLASS



California CLASS Registration Packet



Welcome to California CLASS

Thank you for choosing California CLASS!

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.

California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although California CLASS Prime seeks to preserve the value of your investment at \$1.00 per share, there is no guarantee it will do so. Please read the applicable California CLASS Information Statements carefully before making an investment decision. 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.

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).
- 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). California CLASS recommends having multiple Authorized Signers to help prevent fraud.
- 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 Enhanced Cash Participant Acknowledgement Form (page 9) and the California CLASS Enhanced Cash Fund Account(s) to be Established Form; you may open as many accounts as you wish (page 10).
- 7) Should you be interested in establishing Dual Authorization on the account, the Dual Authorization Form can be completed (page 11)
- 8) 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.

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

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

Through the California CLASS website, 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 Representative

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 and its transfer agent and administrator are authorized by the Participant to act on any instructions believed to be genuine for any service authorized on this form. To the extent permitted by law, the Participant agrees that California CLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and agrees to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. 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(s). 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

*If there will only be one Authorized Signer on the California CLASS account, bank contact must be provided to verify bank account information

Authorized Contacts

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

Authorized Signer

Print First and Last Name

Title

Signature Required

Phone (Required)** Extension

Email (Required)

Mobile**

Additional Contact (Optional) – Note: California CLASS strongly advises each Participant to have multiple authorized signers to help prevent fraud

Print First and Last Name

Title

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

Phone (Required)** Extension

Email (Required)

Mobile**

Permissions (check one only)

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

Additional Contact (Optional)

Print First and Last Name

Title

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

Phone (Required)** Extension

Email (Required)

Mobile**

Permissions (check one only)

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

**** A phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.**

All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

Title

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

Phone (Required)** Extension

Email (Required)

Mobile**

Permissions (check one only)

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

Additional Contact (Optional)

Print First and Last Name

Title

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

Phone (Required)** Extension

Email (Required)

Mobile**

Permissions (check one only)

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

Additional Contact (Optional)

Print First and Last Name

Title

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

Phone (Required)** Extension

Email (Required)

Mobile**

Permissions (check one only)

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

**** A phone number that you can be reached at directly is required to receive the multi-factor authentication code via phone call. Mobile numbers can receive the code via phone call or text.**

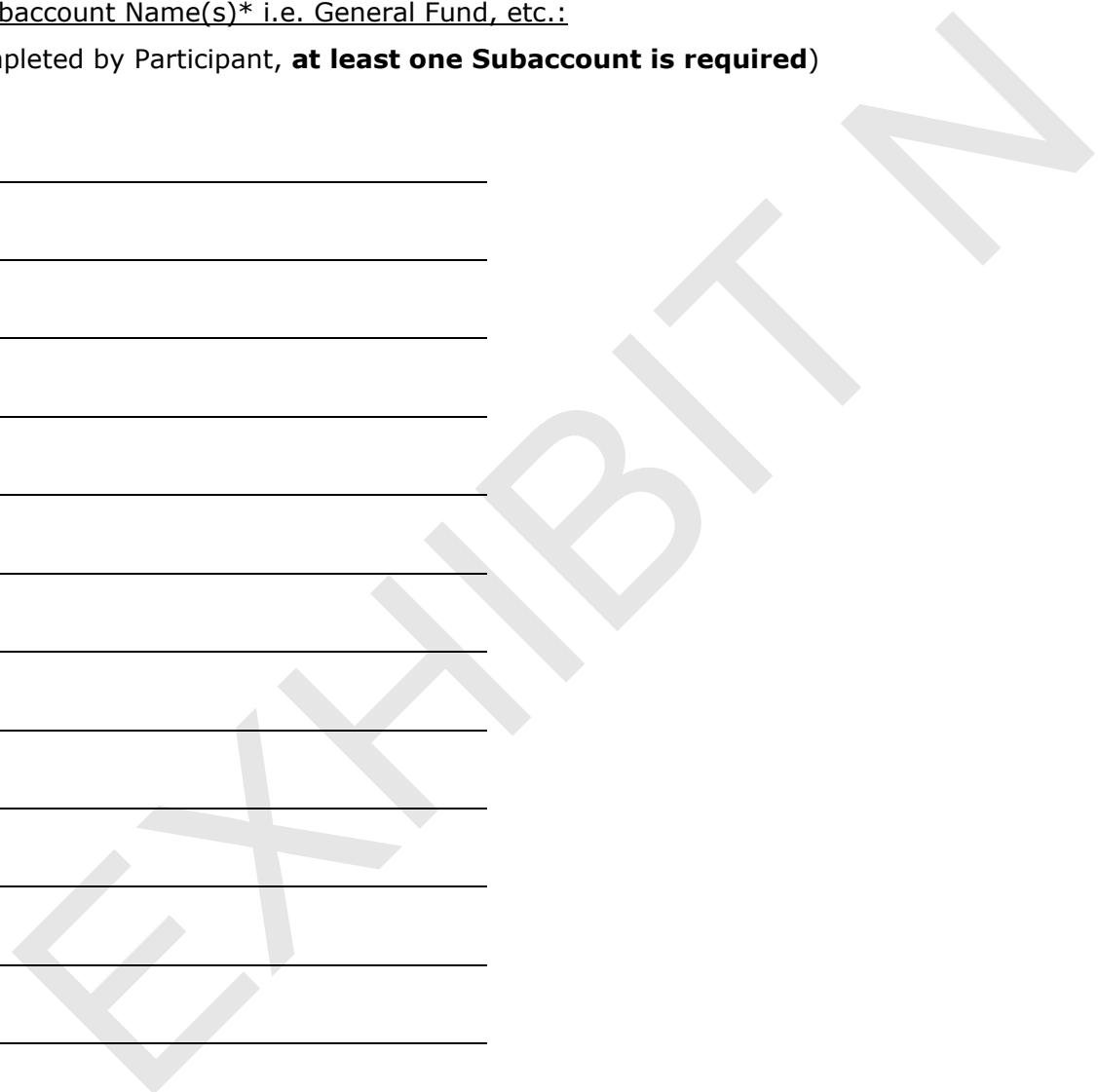
All contacts listed on an account will receive email notifications when transaction confirmation documents and monthly statements are available for download in the online portal.

California CLASS Prime Fund Account(s) to be Established

Entity Name (Participant): _____

Desired Subaccount Name(s)* i.e. General Fund, etc.:

(To be completed by Participant, **at least one Subaccount is required**)



*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. 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.

Enhanced Cash Participant Acknowledgement Form

Participant Information

Entity Name (Participant) _____

Participant Acknowledgement

The undersigned Authorized Signer for the Participant hereby acknowledges the following:

- The Participant has received and reviewed the California CLASS Enhanced Cash Information Statement.
- All Enhanced Cash investments are made in accordance with the California CLASS Enhanced Cash Investment Policy.
- California CLASS Enhanced Cash is designed to complement the daily liquidity of the California CLASS Prime Fund by gaining exposure to a diversified portfolio of high-quality securities. California CLASS Enhanced Cash is better suited for funds not needed on a frequent or near-term basis. California CLASS Enhanced Cash is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.
- California CLASS Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Unlike the California CLASS Prime Fund, investing in California CLASS Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.
- Withdrawals are unlimited and met on a transaction date plus one (1) business day basis (T+1).

Authorized Signer

Signature _____

Date _____

Printed Name _____

Title _____

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Additionally, this registration provides no guarantee of return or protection against loss. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable California CLASS Information Statements carefully before making an investment decision. 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.



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

Entity Name (Participant): _____

Desired Subaccount Name(s)*:

(To be completed by Participant)

California CLASS Enhanced Cash is designed to complement the daily liquidity of the California CLASS Prime Fund. California CLASS Enhanced Cash is better suited for funds not needed on a frequent or near-term basis. California CLASS Enhanced Cash is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

California CLASS Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Unlike the California CLASS Prime Fund, investing in California CLASS 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.

*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. 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.

Dual Authorization Form (Optional)

Participant Name: _____

Please utilize this form to request dual authorization capabilities on your California CLASS account. Dual authorization ensures that any transaction entered via the California CLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note:** All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by the 11:00 a.m. PT cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

_____	_____
Authorized Signer's Signature	Date
_____	_____
Printed Name	Title