

AGENDA
1124th MEETING OF THE BOARD OF TRUSTEES
OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
APRIL 10TH, 2024

TIME: 5:00 P.M.
PLACE: Join in person at the Office of the District
23187 Connecticut Street, Hayward, CA 94545 *or*
Join remotely via teleconference: <https://us02web.zoom.us/j/87132461185>
see below for additional details.

TRUSTEES: Cathy Roache, President, County-at-Large
Tyler Savage, Vice-President, City of Alameda
Valerie Arkin, Secretary, City of Pleasanton
Robin López, City of Albany: *from 1000 San Pablo Ave., Albany, CA 94706.*
P. Robert Beatty, City of Berkeley:
Kashef Qaadri, City of Dublin
City of Emeryville, vacant
John Zlatnik, City of Fremont
George Syrop, City of Hayward
Maya Manoharan, City of Livermore
Eric Hentschke, City of Newark
City of Oakland, vacant
Hope Salzer, City of Piedmont: *from 76 Cambrian Ave, Piedmont, CA*
Victor Aguilar, City of San Leandro: *from 3732 Winston Drive El Monte, CA*
Subru Bhat, City of Union City

1. Call to order.
2. Roll call.
3. Introduction of new Board Member Dr. Maya Manoharan, representing the City of Livermore (Information only).
4. President Roache invites any member of the public to speak at this time on any issue relevant to the District (each individual is limited to three minutes).
5. Approval of the minutes of the 1123rd Regular Meeting held March 13th, 2024 (**Board action required**).
6. Resolution 1124-1 authorizing the General Manager to execute an agreement with Enterprise Fleet Management (EFM) to lease no more than eight vehicles in FY 2024-25; staff will auction off eight district-owned vehicles listed in the staff report at a later date. (**Board Action Required**)
 - a. Staff report
 - b. Enterprise Fleet Management presentation, fleet synopsis, and agreements:
 - i. Master Equity Lease Agreement
 - ii. Full Maintenance Agreement
 - iii. Maintenance Management and Fleet Rental Agreement
 - iv. Assignment Agreement to Sell Customer Vehicles
 - v. Company Owned Vehicle Service Agreement
 - vi. Consignment Auction Agreement
 - c. ACMAD 2019 Capital Replacement Plan

7. Second reading of revisions to ACMAD policy (**Board Action Required**).
 - a. Reference of policy changes.
 - b. Proposed policy changes.
8. First draft of the 2023-24 budget for discussion (Information only)
9. Verbal report from the ad-hoc trustee recruitment committee (Information Only)
10. Financial Reports as of March 31st, 2024 (Information only).
 - a. Check Register
 - b. Income Statement
 - c. Investments, reserves, and cash report
 - d. Balance Sheet
11. Presentation of the Monthly Staff Report (Information only).
12. Presentation of the Manager's Report (Information only).
 - a. Trustee & Staff Anniversary Recognitions
 - b. CSDA Annual Conference: 9/9-9/12 Indian Wells, CA
 - c. Seasonal Mosquito Control Aide job description
 - d. Invasive *Aedes* detected in San Jose
 - e. New York Times Opinion article: *I'm a Doctor. Dengue Fever Took Even Me by Surprise on Vacation*
 - f. Hayward Area Shoreline Planning Agency agreement status update.
 - g. Required training expiration date:
 - i. AB 1234: Savage (12/23/23)
 - ii. AB 1825: Aguilar (8/11/23)
13. Board President asks for reports on conferences and seminars attended by Trustees.
14. Board President asks for announcements from members of the Board.
15. Board President asks trustees for items to be added to the agenda for the next Board meeting.
16. Adjournment.

RESIDENTS ATTENDING THE MEETING MAY SPEAK ON ANY AGENDA ITEM AT THEIR REQUEST.

Please Note: Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Ryan Clausnitzer at least 48 hours before the meeting at 510-783-7744 or acmad@mosquitoes.org.

HOW TO OBSERVE THE MEETING:

Telephone: Listen to the meeting live by calling Zoom at (669) 900-6833
Enter the **Meeting ID#** 871 3246 1185 followed by the pound (#) key.

Computer: Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/87132461185>

Mobile: Log in through the Zoom mobile app on a smartphone and enter **Meeting ID#** 871 3246 1185

HOW TO SUBMIT PUBLIC COMMENTS:

Before the Meeting: Please email your comments to acmad@mosquitoes.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three minutes at staff's cadence), prominently write "Read Aloud at Meeting" at the top of the email. All comments received before 12:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Trustees at the meeting. Comments received after this time will be treated as contemporaneous comments.

Contemporaneous Comments: During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. Please email your comments to acmad@mosquitoes.org, write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all comments timely received will be read aloud at the meeting (not to exceed three minutes at staff's cadence). Comments received after the close of the public comment period will be added to the record after the meeting.

MINUTES

1123rd MEETING OF THE BOARD OF TRUSTEES OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

March 13th, 2024

TIME: 5:00 P.M.
PLACE: Hybrid Meeting of the Board of Trustees
Physically held at the Office of the District
23187 Connecticut Street, Hayward, CA 94545 and
Teleconferencing at: <https://us02web.zoom.us/j/89100182936>
TRUSTEES: Cathy Roache, President, County-at-Large
Tyler Savage, Vice-President, City of Alameda
Valerie Arkin, Secretary, City of Pleasanton
Robin López, City of Albany: *from 1249 Marin Ave., Albany CA*
P. Robert Beatty, City of Berkeley
Kashef Qaadri, City of Dublin
City of Emeryville, vacant
John Zlatnik, City of Fremont
George Syrop, City of Hayward
City of Livermore, vacant
Eric Hentschke, City of Newark
City of Oakland, vacant
Hope Salzer, City of Piedmont: *from 76 Cambrian Ave, Piedmont, CA*
Victor Aguilar, City of San Leandro
Subru Bhat, City of Union City

1. Board President Roache called the regularly scheduled board meeting to order at 5:08 pm.
2. Trustees Roache, Arkin, Beatty, Qaadri, Zlatnik and Hentschke were present in-person at the district. Trustee Syrop arrived in-person at 5:11 pm. Trustees López and Salzer attended remotely from the publicly posted location above. Trustees Savage, Aguilar, and Bhat were absent.
3. President Roache invited members of the public to speak on any issue relevant to the district. Vector Biologist, Sarah Lawton, was present to record the minutes. Information & Technology Director, Robert Ferdan, was present for technical support.
4. Approval of the minutes of the 1122nd meeting held February 14th, 2024.
Discussion: None
Motion: Trustee Beatty moved to approve the minutes
Second: Trustee Arkin
Vote: motion carries: unanimous
5. Report from the ad-hoc policy review committee on the first reading of revisions to district policy

Discussion: The General Manager gave information about this process and highlighted the proposed changes. Trustee Qaadri thanked the Policy committee. Trustee Roache outlined what the Finance committee discussed as it relates to a liquid asset policy. Trustee Syrop asked if we have a social responsibility clause in the policy (discussed at finance committee, will be brought back at April meeting as related to our OPEB fund.) Trustee Roache mentioned it is nice to hear the district has the flexibility to move funds when needed. Trustee Beatty asked when the seasonal positions will be open (typically, in May, but we would accept applications now.) Trustee Hentschke found this to be a good learning experience. Trustee Qaadri asked if there is an interest in stating a limit in the policy referring to how much money the General Manager can move between funds without Board approval? Trustee Roache mentioned that this question arose during their Finance committee meeting. Trustee Arkin asked what the process has been traditionally (any withdrawal requires Trustee approval while signing checks; movements/transfers between liquid assets typically occurs at the end of the fiscal year and whenever funds are deposited in our County account.) Trustee Qaadri and President Roache emphasized that the policy should not just consider the current General Manager but should be evergreen for future Managers (our internal policies require both the Financial & HR Specialist and the General Manager to both approve transferring funds which are reported in the following financial report). Trustee Syrop asked how often this inter-fund transfer would occur (the Board already approved the use of Enhance Cash in 2022, but staff felt it was important to clearly state the authority and responsibility in policy with this added section). Trustee Zlatnik mentioned that “guard rails” can tend to be an impediment. Trustee Roache added that they still want the district to have flexibility but not “carte blanche”. Trustee Beatty pointed out that at each Board meeting, Trustees can see where the money is, and a board member would see it when they sign checks. Trustee Syrop thinks we should leave it the way it is since and he would not want to inhibit good work getting done. Trustee Arkin asked if there was a guardrail put in place, what would you suggest as an amount (policies are often written to be “evergreen” but can be adjusted if required also the law only requires an annual audit, but our district values the best practice of reporting all financial transactions each month and has been recognized and rewarded by the Government Finance Officers Association and Special District Leadership Foundation for doing so.)

6. Verbal Report from the finance committee members

Discussion: Trustee Qaadri reported that next month there will be an OPEB assets allocation presentation from PFM. The committee discussed CA CLASS fund transfers as well as vehicle and lease options which Enterprise will also give a presentation on next month. The committee also looked at the first draft of the 2024-25 budget.

7. Verbal Report from the ad-hoc trustee recruitment committee

Discussion: Trustee Zlatnik reported that Oakland has a potential Trustee who agreed to join the Board, district staff is awaiting action from the Oakland City Council to make it official. The City of Livermore is soon to appoint a Trustee. Trustee Arkin’s candidate for Emeryville now lives in Oakland, so cannot be the Trustee.

8. Financial Reports as of February 29th, 2024

Discussion: The General Manager presented highlights from the Financial Report.

9. Presentation of the Monthly Staff Report

Discussion: Vector Biologist Sarah Lawton assisted the General Manager with answering questions in the staff report. Trustee Roache asked if February is always this busy with fish service requests (yes, but there may be more in March/April.) Trustee Arkin asked about the mosquito concern with bird baths (to avoid concern: wash out weekly or the water usually evaporates quickly enough.) Trustee Zlatnik mentioned that he likes the Facebook posts he has seen. Trustee Arkin asked what mosquito spreads the most West Nile virus (the primary vector species of concern are *Culex tarsalis* and *Culex pipiens* but the latter is more likely to infect humans) Trustee Zlatnik asked if Alameda County had any human West Nile virus cases last year (yes, a Livermore resident who recovered.) Trustee Arkin asked if there were plans for any Pleasanton events like a farmer's market (The General Manager will ask the Outreach team.)

10. Presentation of the Manager's Report

Discussion: The General Manager presented highlights from the Manager's Report

11. Board President asks for reports on conferences and seminars attended by Trustees.

Discussion: No reports from Trustees but the General Manager attended the AMCA Annual Conference in Dallas and toured the Harris County Health Department in Houston which operates mosquito abatement there. He presented at the conference about Special Districts and Miguel Barretto also gave a presentation. Eric Haas-Stapleton and Erika Castillo attended the conference as well.

12. Board President asks for announcements from members of the Board.

Discussion: Trustees Arkin and Beatty had a question about the tax form related to their in lieu payments (Michelle Robles will reach out). Trustee Qaadri mentioned there will be the St. Patrick's Day parade this Saturday morning starting the weekend festival which will include a drone show on Saturday night.

13. Board President asks trustees for items to be added to the agenda for the next Board meeting.

Discussion: No items from Trustees but the General Manager mentioned that the 2024-2025 budget and policy updates will be on the agenda next month. Enterprise will present to the full board regarding leasing along with PFM on our OPEB investment policy.

14. Adjournment at 6:26 pm.

Respectfully submitted,

Approved as written and/or corrected
at the 1124th meeting of the Board of
Trustees held April 10th, 2024

Valerie Arkin, Secretary
BOARD OF TRUSTEES

Cathy Roache, President
BOARD OF TRUSTEES

RESOLUTION NO. 1124-1

**A RESOLUTION BY THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MASTER EQUITY LEASE
AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR
THE REPLACEMENT OF DISTRICT VEHICLES.**

WHEREAS, the District currently owns and maintains 21 vehicles used to provide mosquito abatement services; and

WHEREAS, under the Governmental Fleet Management Program, public agencies may contract with Enterprise Fleet Management and are eligible to lease vehicles which may include fleet management and support, as well as maintenance services and insurance; and

WHEREAS, the District would benefit from improved safety and increased fuel efficiency that comes standard on new vehicles along with cost and labor savings from the procurement and maintenance of fleet vehicles along with the flexibility for an easier transition to a fully electric fleet; and

WHEREAS, entering into a Master Lease Agreement allows the District to begin an organized replacement of its owned fleet.

NOW, THEREFORE, BE IT RESOLVED the Alameda County Mosquito Abatement District hereby approves the Master Equity Agreement and authorizes the General Manager to execute an agreement with Enterprise Fleet Management for the replacement of District vehicles and take other actions as necessary to implement the program.

PASSED and ADOPTED by the Board of Trustees of the Alameda County Mosquito Abatement District, State of California on April 10, 2024, by the following vote:

AYES:

NOES:

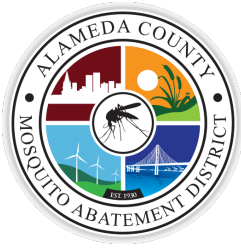
ABSENT:

ABSTAIN: 0

President, Board of Trustees, Alameda County
Mosquito Abatement District

ATTEST:

Secretary, Board of Trustees, Alameda County
Mosquito Abatement District



Staff report on Leasing Agreement with Enterprise Fleet Management (EFM):

Board of Trustees

President

Cathy Roache

County-at-Large

Vice-President

Tyler Savage

Alameda

Secretary

Valerie Arkin

Pleasanton

Robin López

Albany

P. Robert Beatty

Berkeley

Kashef Qaadri

Dublin

vacant

Emeryville

John Zlatnik

Fremont

George Syrop

Hayward

Maya Manoharan

Livermore

vacant

Oakland

Eric Hentschke

Newark

Hope Salzer

Piedmont

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

Background:

The district has a long history of preserving a well-functioning fleet through preventative maintenance, safe driving and care by field staff, and financial planning. To ensure a fully funded and functioning modern fleet, in 2019 the Board of Trustees adopted a capital asset replacement plan which determined the funding level needed to repair and replace all capital assets for the next 20 years.

Since the adoption of that plan nearly six years ago, district staff recognizes how the fleet purchasing process has changed post-COVID leading to exploring non-purchasing options. Adding to that, in 2024 the California Air Resources Control Board (CARB), began implementing electric vehicle mandates for local governments which, along with the values of our district, discourages investment in fully gasoline-powered vehicles. That led district staff to consider the benefits of leasing fleet vehicles due to the following considerations:

- Financial savings.
- Easier transition to electric vehicles, when available.
- Increased fuel efficiency and safety by replacing vehicles every five years.
- Succession planning for the Mechanical Specialist position.
- Possible bundle of EFM's additional services (fuel payments, telemetric).

Recommendation: Authorize the General Manager to execute an agreement with Enterprise Fleet Management (EFM) to lease no more than eight vehicles (of 21 total fleet vehicles) in FY 2024-25. Staff will then auction off the eight district-owned vehicles listed below, when the leased vehicles arrive:

#	Make/ Model	Primary User	Mileage*
V32	2003 FORD E-150 CARGO VAN 4X2 A/T A/C	PUB. ED.	29,151
V36	2005 FORD F-150 4X4 A/T A/C	SPARE	96,372
V39	2009 FORD F-150 4X4 A/T A/C	JOSEPH	135,087
V43	2011 FORD F-150 4X4 A/T A/C	SARAH	105,783
V46	2012 FORD F-150 4X4 A/T A/C LONG BED	ERICK	91,836
V47	2012 FORD F-150 4X4 A/T A/C LONG BED	BEN	99,582
V48	2012 FORD F-150 4X4 A/T A/C LONG BED	ALEX	153,953
V50	2014 FORD F-150 4X4 XTRA CAB 4DR A/T A/C	JOHN	115,725

*As of 1/9/24

Attachments: resolution 1124-1, presentation from EFM, fleet synopsis, Master Equity Lease Agreement, Full Maintenance Agreement, Maintenance Management Agreement, Agreement to Sell Customer Vehicle, Company Owned Service Agreement, Consignment Auction Agreement, 2019 ACMAD Capital Asset Replacement Plan



FLEET MANAGEMENT

*Alameda County
Mosquito Abatement
District*

April 2024

WE HAVE PARTNERED WITH OTHER SPECIAL DISTRICTS LIKE YOURS TO DEVELOP AND IMPLEMENT A PROACTIVE FLEET STRATEGY.



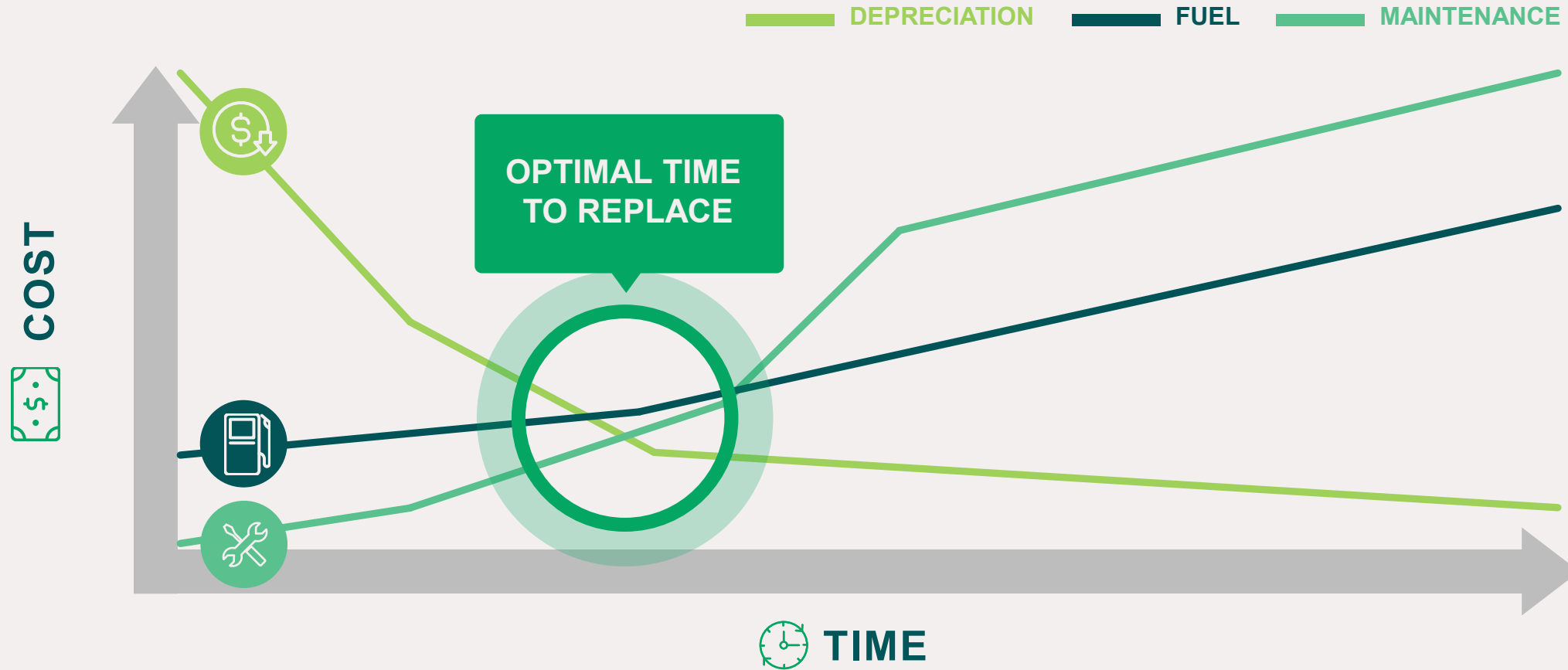
COMPREHENSIVE OFFERING, SO YOU CAN FOCUS ON YOUR OBJECTIVES

Customized to best fit the needs of your business.

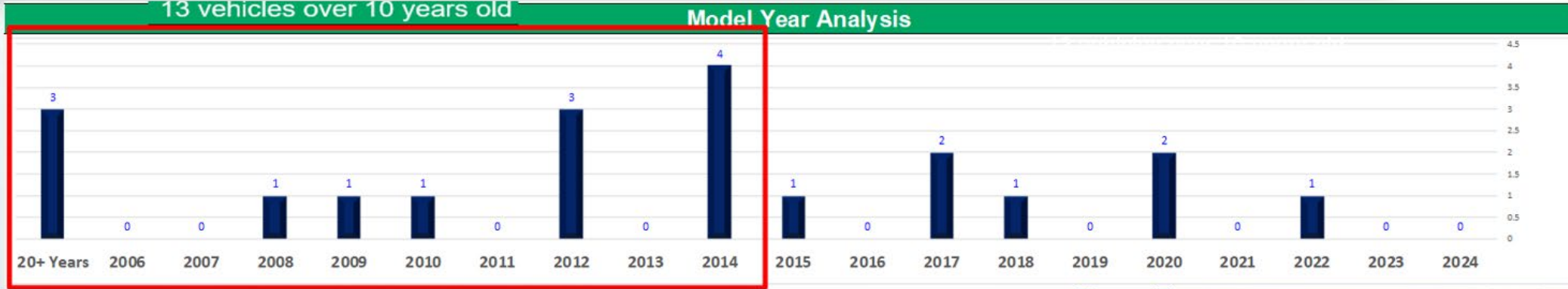


EFFECTIVE VEHICLE LIFECYCLE

Determining the right time to replace vehicles



Vehicle Safety Standard Milestones



2007

18%

- Electronic Stability Control Mandated
- Front/Side crash test

2012

45%

- Anti-Lock Braking System
- Traction control system mandated

2014

63%

- Side-Impact air bags to protect head/torso mandated

2018/2019

86%

- Rear backup cameras mandated
- Forward collision warning and braking, blind spot detection, lane departure warning, rear cross traffic alert, rear brake alert and other driver assist features now common on most new vehicles

Option C- 75% Down

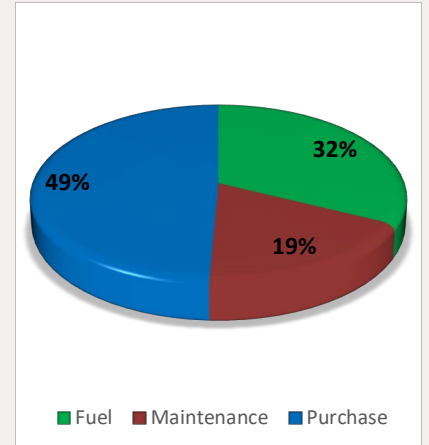
Alameda County Mosquito Abatement District - Fleet Planning Analysis

Fleet Assumptions & Proposals

Fleet Analyzed	20	Fleet Growth	0.00%	Proposed Fleet	20
Current Cycle	18.18	Annual Miles	7,000	Proposed Cycle	5.00
Current Maint.	\$128.33	Total Annual Miles	140,000	Proposed Maint.	\$36.17
Maint. Cents Per Mile	\$0.22	Current MPG	13	Price/Gallon	\$5.00

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost						Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase / Upfront Cash (75%)	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	20	1.1	20	0	82,266	0	-4,932		30,800	53,846	161,980	0
'24	20	7	13	7	213,015	19,494	-31,000	0	23,058	50,077	274,644	-112,665
'25	20	7	6	14	219,082	39,261	-45,281	0	15,317	46,308	274,686	-112,706
'26	20	3	3	17	105,818	46,434	-48,060	0	11,999	44,692	160,884	1,096
'27	20	2	1	19	52,909	51,217	-23,765	0	9,787	43,615	133,763	28,217
'28	20	1	0	20	26,455	53,608	-13,785	-146,002	8,681	43,077	-27,966	189,946
'29	20	7	0	20	213,015	53,608		-107,070	8,681	43,077	211,311	-49,332
'30	20	7	0	20	219,082	53,608		-53,588	8,681	43,077	270,860	-108,880
'31	20	3	0	20	79,364	53,608		-35,725	8,681	43,077	149,004	12,975
'32	20	2	0	20	52,909	53,608		-17,863	8,681	43,077	140,412	21,567
'33	20	1	0	20	26,455	53,608		-146,002	8,681	43,077	-14,181	176,161



10 Year Savings*

\$182,051

Net Sustainable Impact*

\$60,721

*includes total unrealized gains of \$135,671

Current Fleet Equity Analysis

YEAR	2024	2025	2026	2027	2028	Under-Utilized
QTY	7	7	3	2	1	0
Est \$	\$4,429	\$6,469	\$16,020	\$11,883	\$13,785	\$0
TOTAL	\$31,000	\$45,281	\$48,060	\$23,765	\$13,785	\$0
Estimated Current Fleet Equity**					\$161,891	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

65% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

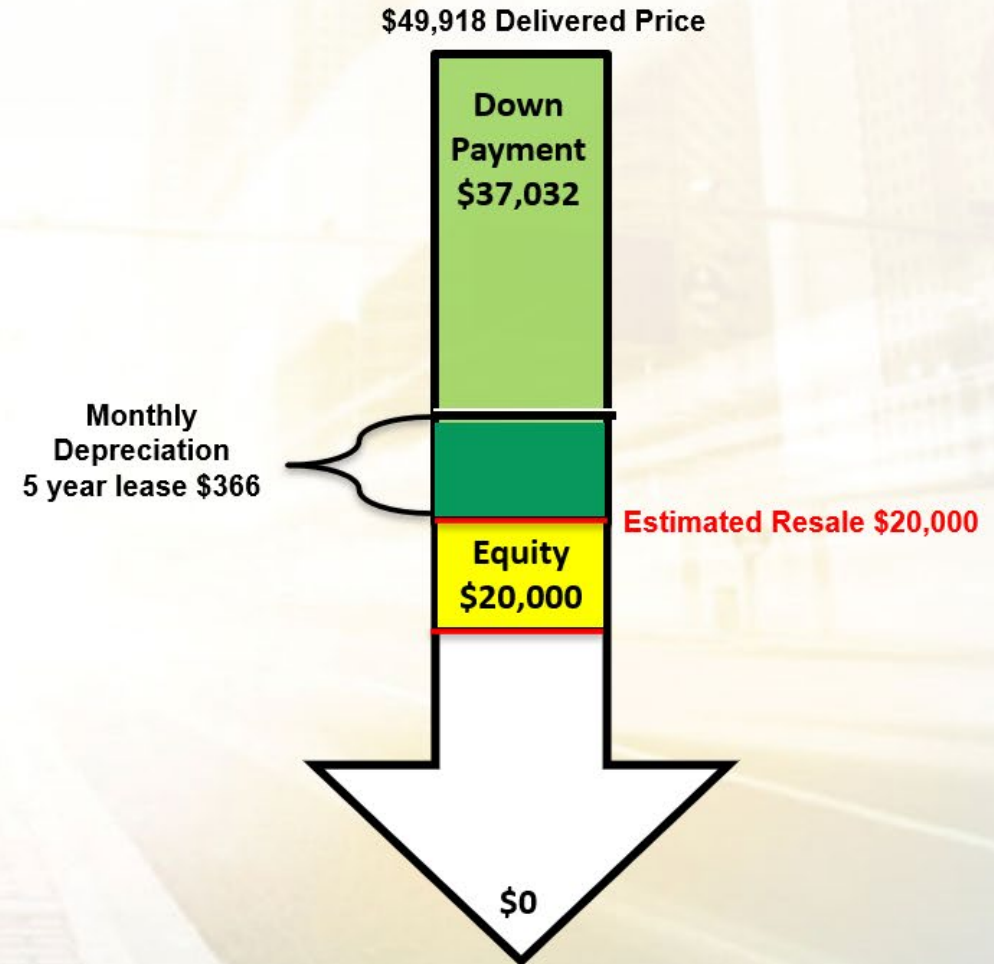
Challenged by inconsistent yearly budgets



FLEET MANAGEMENT

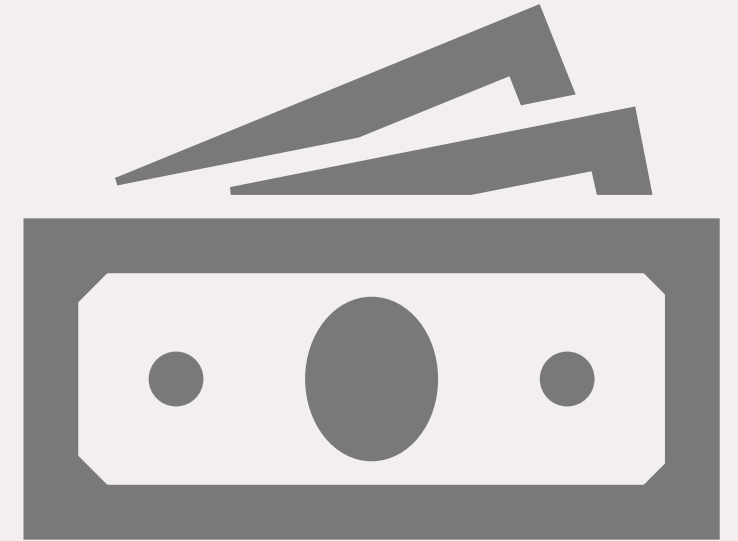
OPEN-ENDED (EQUITY) LEASE STRUCTURE

- Improve cash flow
- No mileage restrictions or wear and tear charges
- Customized terms for use and type of vehicle
- Flexibility of ownership



The Results

- Proactive succession plan
- Reduce administrative burden
- Transition to EV's with flexibility
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity
- Conservative estimate of up to \$182,000 over 10 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$31,000 in capital from the salvage of 7 vehicles in the first year
- Reduce the overall fuel spend through more fuel-efficient vehicles



THANK YOU



FLEET MANAGEMENT



FLEET MANAGEMENT

Fleet Synopsis

PREPARED FOR:

Alameda County Mosquito Abatement District

[Sophia Cassetta](#)
FLEET CONSULTANT

(909) 993 4214
PHONE

sophia.m.cassetta@efleets.com
EMAIL



THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 65% of the current light and medium duty fleet is over 10 years old
- Resale of the aging fleet is significantly reduced
- Newer vehicles have a significantly lower maintenance expense
- Newer vehicles have increased fuel efficiency with new technology implementations
- Challenged by inconsistent yearly budgets

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$32,272 in 10 years

- Shorten the current vehicle life cycle from 18.1 years to 5. years
- Provide a lower sustainable fleet cost that is predictable year over year□
- Free up more than \$31,000 in capital from the salvage of 7 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$36.17 vs. current \$128.3
- Provide flexible transition into EV vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

Currently:

- 4 vehicles predate Anti-Lock Brake standardization (2007)
- 7 vehicles predate Electronic Stability Control standardization (2012)
- 17 vehicles predate standardization of back up camera (2018)
- ESC is the most significant safety invention since the seatbelt

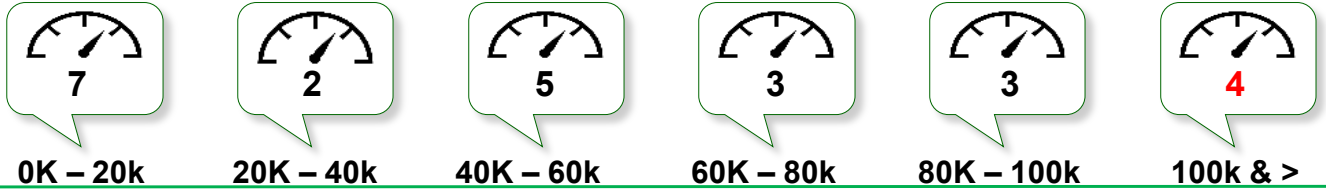
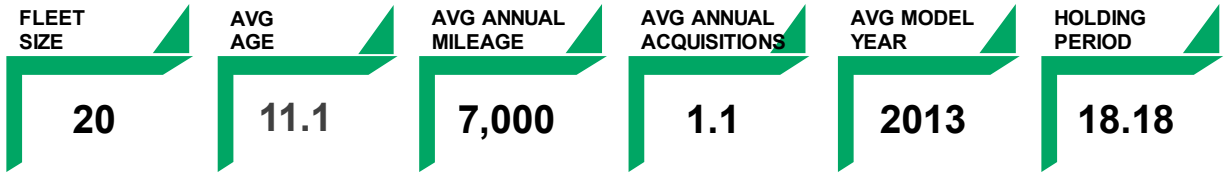
Piggyback The Sourcwell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

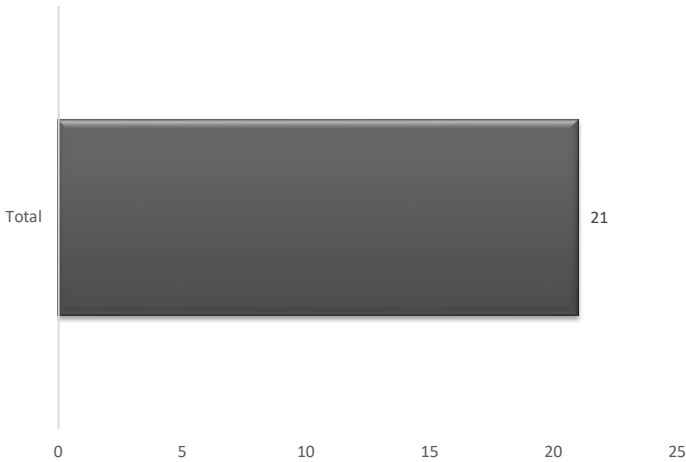
THE RESULTS

By partnering with Enterprise Fleet Management, Alameda County Mosquito Abatement District will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Alameda County Mosquito Abatement District will reduce fuel costs by 20% and reduce maintenance costs from \$128.3 on average to \$36.17 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, Alameda County Mosquito Abatement District will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, Alameda County Mosquito Abatement District will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$29,321.76

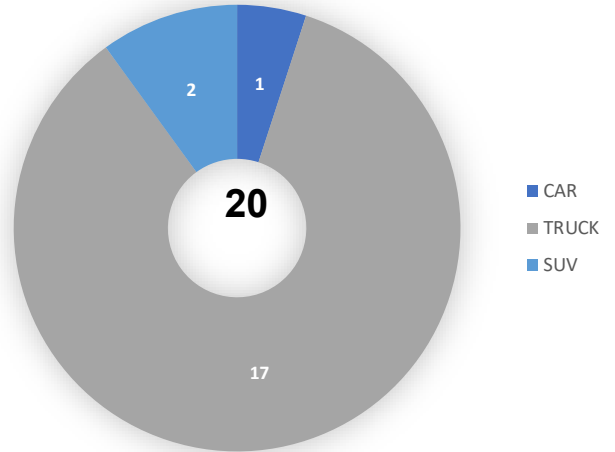
FLEET STATISTICS



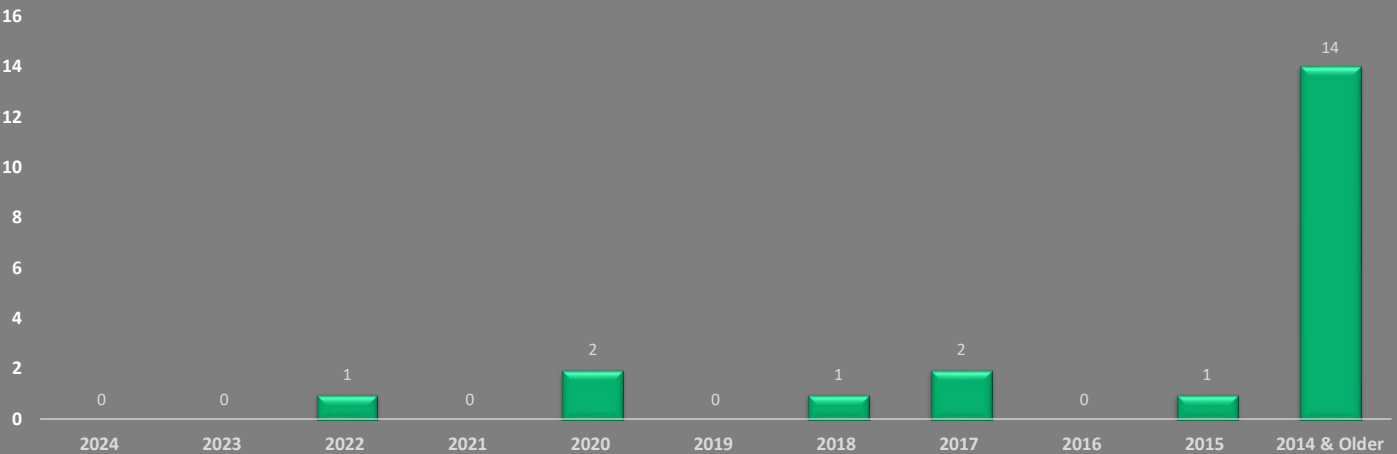
Manufacturers



Vehicle Class



Model Year Analysis

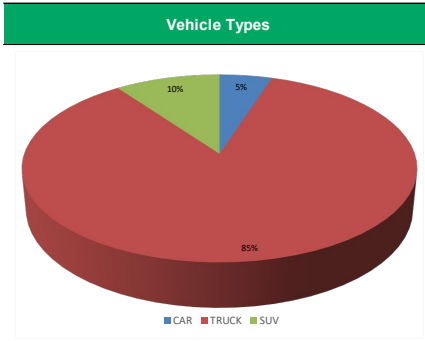


Fleet Planning Analysis | Alameda County Mosquito Abatement District

Fleet Profile Fleet Replacement Schedule Replacement Criteria

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2024	2025	2026	2027	2028	Under-Utilized
Hybrid Sedan	1	10.3	4,800	0	1	0	0	0	0
Compact SUV 4x2	2	19.3	3,900	0	2	0	0	0	0
Compact Pickup Ext 4x4	8	7.1	7,300	0	2	3	2	1	0
1/2 Ton Pickup Reg 4x2	1	10.3	5,600	0	1	0	0	0	0
1/2 Ton Pickup Reg 4x4	6	14.3	8,200	6	0	0	0	0	0
1/2 Ton Pickup Ext 4x4	2	10.3	6,600	1	1	0	0	0	0
Totals/Averages	20	11.1	7,000	7	7	3	2	1	0

- * Fiscal Year 2025 = 8 years old and older, or odometer over 80,000
- * Fiscal Year 2026 = 6 years old and older, or odometer over 60,000
- * Fiscal Year 2027 = 4 years old and older, or odometer over 40,000
- * Fiscal Year 2028 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 500



Fleet Analyzed	20	Fleet Growth	0.00%	Proposed Fleet	20
Current Cycle	18.18	Annual Miles	7,000	Proposed Cycle	5.00
Current Maint.	\$128.33	Current MPG	13	Proposed Maint.	\$36.17
Maint. Cents Per Mile	\$0.22	Leased MPG	16.25	Price/Gallon	\$5.00

Fleet Costs Analysis	
Fuel	32%
Maintenance	18%
Purchase	49%

Fleet Mix				Fleet Cost						Annual		
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase / Upfront Cash (50%)	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	20	1.1	20	0	82,266	0	-4,932	0	30,800	53,846	161,980	0
'24	20	7	13	7	142,010	34,725	-31,000		23,058	50,077	218,871	-56,891
'25	20	7	6	14	146,055	70,157	-45,281		15,317	46,308	232,555	-70,575
'26	20	3	3	17	105,818	83,006	-48,060		11,999	44,692	197,455	-35,475
'27	20	2	1	19	35,273	91,572	-23,765		9,787	43,615	156,482	5,498
'28	20	1	0	20	17,636	95,854	-13,785	-128,251	8,681	43,077	23,213	138,766
'29	20	7	0	20	142,010	95,854	0	-88,813	8,681	43,077	200,810	-38,830
'30	20	7	0	20	146,055	95,854	0	-46,974	8,681	43,077	246,693	-84,713
'31	20	3	0	20	105,818	95,854	0	-31,316	8,681	43,077	222,114	-60,135
'32	20	2	0	20	35,273	95,854	0	-15,658	8,681	43,077	167,227	-5,247
'33	20	1	0	20	17,636	95,854	0	-128,251	8,681	43,077	36,998	124,981

10 Year Savings*	\$32,272
Net Sustainable Impact*	\$29,322

* Lease Rates are conservative estimates
 **Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.



District Reduces Maintenance Expenses by 47% Through Enterprise Partnership

Turlock, CA • Government – Special District • 26 vehicles

THE CHALLENGE

Turlock Mosquito Abatement District had a fleet with an average age of 11 years. Without a fleet replacement plan, the district experienced increased fuel and maintenance expenses which resulted in lower productivity of field staff and unpredictable capital needs.

THE SOLUTION

Given the vehicle market at the time of partnership, the evaluation provided by Enterprise Fleet Management uncovered a need to reduce vehicle hold times to maximize resale values and reduce operating costs. The development of a proactive replacement plan would keep newer vehicles in the fleet with a predictable use of budget dollars.

KEY RESULTS

 **47% REDUCTION**
in maintenance expenses

 **INCREASE IN FUEL ECONOMY BY 35%**

 **LOWERED THE AGE OF FLEET BY 50%, IMPROVING SAFETY**



Since partnering with Enterprise Fleet Management, we've seen our vehicle maintenance and fuel costs go down significantly with an increase in productivity and service to the public. All the success is thanks to a fleet of newer, well-running vehicles. With newer vehicles, we have seen our fuel costs decrease even with rising gas prices. Enterprise has been a great partner and their customer service has been excellent.

– Dave Heft, General Manager, Turlock Mosquito Abatement District



THE RESULTS

Since onboarding to the Enterprise Fleet Management program, the district experienced higher productivity from their employees with fewer breakdowns and high-dollar maintenance items. The financial impact since inception was a net cash savings of \$238,686 in the first five years of partnership, including lower fuel and maintenance expenses. Standard safety equipment has been added to the fleet including airbag, anti-lock brakes and electronic stability control. Enterprise Fleet Management's solution provided an average sustainable savings of \$39,781 per year once fully implemented.

WE HAVE OVER 100 CLIENT SUCCESS STORIES. VISIT [EFLEETS.COM/CASE-STUDIES](https://efleets.com/case-studies) TO DISCOVER MORE.

Enterprise and the 'e' logo are registered trademarks of Enterprise Fleet Management, Inc. All other trademarks are the property of their respective owners. | © 2022 Enterprise Fleet Management, Inc. K07001

SAFETY

- 65% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

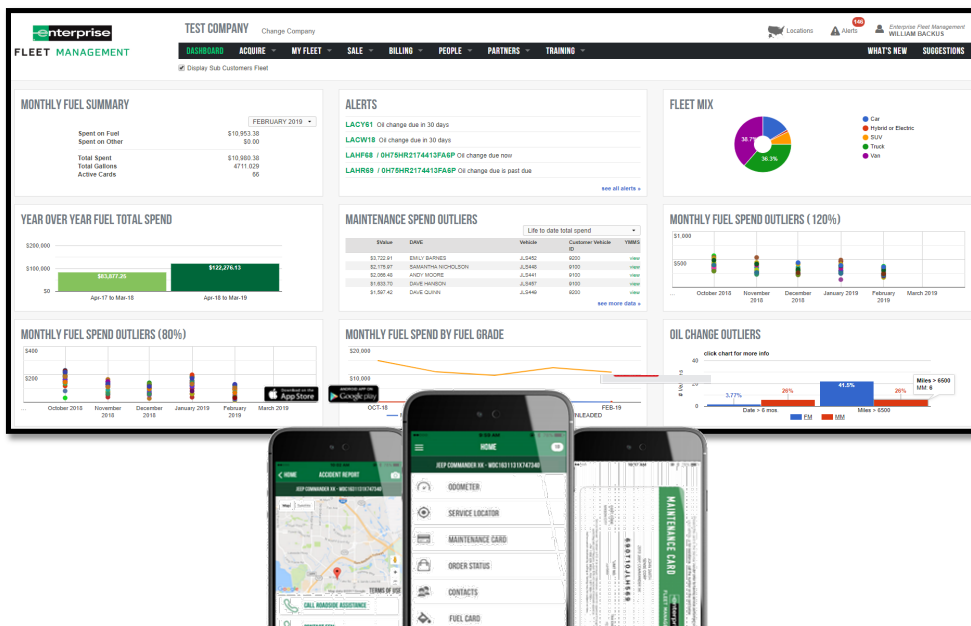
ACCOUNT MANAGEMENT

- Alameda County Mosquito Abatement District will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.
- Your dedicated Account Team meets with you 3-4 times a year for both financial and strategic planning.
- Account team will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- Consolidated Invoices - Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization - Review the life-to-date maintenance per vehicle
- Recall Information - See which units have open recalls
- License & Registration - See which plate renewals are being processed by Enterprise and view status
- Alerts - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to specific lease or transaction



References | Alameda County Mosquito Abatement District

CURRENT PARTNERS

- Alameda County Water District
- Alameda County Fire Department
- Contra Costa Water District
- Contra Costa Fire Department
- Madera County Mosquito and Vector Control District
- City of Pleasanton
- Livermore Area Recreation & Park District
- Turlock Mosquito Abatement District
- Kings County Mosquito Abatement District
- Hayward Area Recreation & Park District
- North Marin Water District
- City of Milpitas
- Dublin Unified School District
- West Contra Costa Unified School District

REFERENCES

Below is a list of client references including company name, contact person, and telephone number.

Alameda County Fire District

casey.zipton@acgov.org

Contact Person: Casey Zipton

Alameda County Water District

dan.stevenson@acwd.com

Contact Person: Dan Stevenson

COOPERATIVE PARTNERS:

- TIPS/TAPS USA
- SOURCEWELL
- E&I

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM _____ Customer _____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration

Coverage

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage
per accident - No Deductible

Florida

\$500,000 Combined Single Limit Bodily Injury and Property Damage per
accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage per accident (100/300/50)
- No Deductible

All Other States

\$300,000 Combined Single Limit Bodily Injury and Property Damage Per
Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage Per Accident (100/300/50)
- No Deductible

Initials: EFM _____ Customer _____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

Initials: EFM _____ Customer _____

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM _____ Customer _____

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Customer _____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM _____ Lessee _____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Lessee _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM_____ Company_____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. **Additional Documentation:** Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ _____ or the maximum permitted by law ("Service Fee").
4. **Sales Process:** Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. **Time for Payment:**
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. **Independent Contractor:** EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. **Unsold Vehicles:** Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC



COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

WITNESSETH:

WHEREAS, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

WHEREAS, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

- COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.
- TERM AND TERMINATION:** The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.
- ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.
- COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.
- PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.
- BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.
- VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM_____ Company_____

8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed fifty dollars (\$50.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding fifty dollars (\$50.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month. The Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

Initials: EFM _____ Company _____

10. MAINTENANCE MANAGEMENT PROGRAM: If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed seventy five dollars (\$75.00), or such other amount as may be established by EFM, in its sole discretion, from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

11. ODOMETER: Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

12. INSURANCE: During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

13. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

14. NOTICES: All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Initials: EFM _____ Company _____

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

15. MISCELLANEOUS:

- (a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- (b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- (c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- (d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- (e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.
- (g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- (h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- (i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- (j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

16. LIMITATION OF LIABILITY:

(a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. INDEMNITY:

- (a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

Initials: EFM _____ Company _____

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

18. SIGNATORY WARRANTY: Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

19. SCHEDULES, ADDENDA, AND EXHIBITS: All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

20. POWER OF ATTORNEY: The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

21. REPRESENTATIONS AND WARRANTIES:

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of

this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

22. SURVIVAL: Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM _____ Company _____

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Initials: EFM _____ Company _____


FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

Capital Asset Replacement Program Analysis and Report



Prepared by

**Mike Bakaldin
Jack Dilles
Mike Oliver**

Municipal Resource Group, LLC

March 2019

**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
DRAFT CAPITAL ASSET REPLACEMENT PROGRAM ANALYSIS AND REPORT**

PURPOSE OF THE PROJECT

The Alameda County Mosquito Abatement District (District) owns a variety of capital assets, including buildings, vehicles, water craft, machinery and equipment. The District is in a position where it has the financial capacity to set aside sufficient cash over the next few years to finance the replacement of its major capital assets for the next 20 years.

The District's services are capital asset-dependent. The District owns more than 70 capital assets, all of which will eventually need to be replaced. Municipal Resource Group, LLC (MRG) was retained by the District to prepare this Capital Asset Replacement Program Analysis and Report (Report), which identifies the District's ongoing capital asset replacement requirements and proposes capital asset replacement funding strategies.

This Report includes a Capital Asset Replacement Schedule that identifies (i) a list of existing capital assets that will be replaced; (ii) the estimated useful life of each capital asset; and (iii) the estimated current and future replacement cost of each capital asset.

The Capital Asset Replacement Schedule forms the basis for the Report's Capital Asset Funding Strategies, with each strategy projecting costs over the next 20 years. MRG first performed a Pay-As-You-Go analysis to determine annual budget requirements as part of an Annual Budget Strategy. MRG then performed a Net Present Value Analysis to determine the amount of money required to be reserved now to pay for the eventual replacement of existing capital assets as part of a Reserve Fund Strategy.

The Report also includes a Cash Flow Analysis to ensure that adequate funds would be available on an annual basis to pay for the replacement of existing capital assets under the Net Present Value Analysis/Reserve Fund Strategy, including scenarios where the net present value cost is funded over one year, three years or four years.

I. PROJECT METHODOLOGY

MRG worked collaboratively with District staff in conducting the analysis and in preparing this Report. The Project Methodology included the following steps, tasks, analyses and deliverables:

1. MRG consultants met with key District staff to confirm the project objectives and discuss the project tasks, timelines and deliverables. MRG received a preliminary list of District assets, including year of purchase and purchase price for each asset.
2. MRG conducted a second site visit, during which specific assets were visually confirmed. MRG met with District staff to discuss capital assets that would be

replaced, and proposed methodologies for determining useful lives and replacement costs.

3. Working with District staff, MRG prepared a Capital Asset Replacement Schedule, identifying for each capital asset the year it was placed in service, as well as its useful life, original cost and current replacement cost. A list of existing capital assets that are not planned to be replaced was also prepared. District staff provided input on all assumptions and data.
4. MRG prepared a Draft Capital Asset Replacement Program Analysis and Report for consideration by District staff.

II. CAPITAL ASSET REPLACEMENT SCHEDULE

The District's capital assets include major building systems, vehicles, shop equipment, fish equipment, and lab equipment. Several non-capital assets were included in the schedule and analysis at the request of the District, because even though these items do not qualify as capital assets, the District has an ongoing need to finance periodic replacement of these costly items.

A Capital Asset Replacement Schedule has been prepared (**Exhibit A**), which includes approximately 70 separate capital assets, each with a current replacement cost in excess of five thousand dollars. Existing capital assets that will not be replaced and assets with a replacement cost of less than five thousand dollars are not included in the Capital Asset Replacement Schedule.

The Capital Asset Replacement Schedule provides the following information:

Year Purchased/In Service – the year in which the capital asset was either purchased or placed into service by the District.

Asset Description – a brief description and/or the brand/model of the capital asset.

Service Life – the estimated *useful* life of the capital asset. Useful lives range from five years for certain equipment to 40 years for parking lot concrete pavement.

Original Acquisition Cost – the *cost*, according to the District's financial records, of the capital asset when it was purchased.

Current Replacement Cost – the *estimated* cost to replace the capital asset in 2019.

Replacement Cost Source – the *methodology* or the source of information used to estimate the current (2019) replacement cost of the capital asset. Several methods and/or sources were used to estimate current replacement cost:

Cost + ENR-BCI – for major building systems, the analysis uses the original cost and adjusts that cost by the Engineering News Record – 20 City Average Building Construction Cost Index (ENR-BCI) from the date the capital asset was placed into service to 2019. The ENR-BCI is a commonly used index that tracks the average cost of construction. The ENR-BCI annual average over the past 20 years is 2.92%.

Cost + CPI – for some capital assets, the analysis uses the original cost and adjusts that cost by a Consumer Price Index (CPI) factor. The analysis applies a 2.79% annual CPI factor from the date the capital asset was purchased to 2019, consistent with the Consumer Price Index – All Urban Consumers – San Francisco-Oakland-San Jose, which has averaged 2.79% annually over the past 20 years.

Brand Names – MRG and/or District staff researched supplier and trade industry costs for some of the capital assets. For example, brand name assets such as “Alco HVAC,” “John Deere,” “Mar-Len,” “Fisher Scientific” and other brands were researched to determine actual current prices (including sales tax).

District – replacement cost is based on District staff’s experience in acquiring capital assets.

MRG – replacement cost is based on MRG’s experience in conducting similar analyses.

A. Assets Not Included in the Capital Asset Replacement Schedule

The District has a “capitalization” standard of five thousand dollars, meaning that any asset purchase in an amount less than five thousand dollars is “expensed” and not carried in the District’s financial statements as an asset. The Capital Asset Replacement Schedule does not include existing assets with a current replacement cost of less than five thousand dollars.

District staff identified certain capital assets that will not be replaced, because of obsolescence or for other reasons. These capital assets are also not included in the Capital Asset Replacement Schedule.

When the District purchases a new vehicle, the older vehicle it has replaced is sometimes placed in a fleet “pool” and is used by staff as a back-up vehicle, until it is eventually disposed of at auction in accordance with surplus property procedures. These pool vehicles are not subsequently replaced, and are not included in the Capital Asset Replacement Schedule.

While major building systems that will require eventual replacement are included in the Capital Asset Replacement Schedule (such as roofs and HVAC systems), complete

replacement of the District’s permanent buildings is not included in the Capital Asset Replacement Schedule, for several reasons. First, assets that “depreciate” are typically included in a replacement schedule; buildings do not necessarily depreciate over time, and may in fact appreciate in value. Second, if District facilities were to be relocated to another location in the future, there would be significant resale value attributable to the existing buildings and facilities, the value of which is not known at this time. Third, purchase or construction of any future replacement buildings would likely be financed by bond proceeds, with debt service payments made in the years following the purchase or construction of the new facilities, rather than reserved in advance. Fourth, the analysis in this Report is based on a 20-year period, and the District’s relatively new buildings and facilities will not likely be replaced within that time frame.

Exhibit B lists the five existing capital assets that have been excluded from the Capital Asset Replacement Schedule for the reasons identified above.

III. CAPITAL ASSET FUNDING STRATEGIES

The Capital Asset Replacement Schedule forms the basis of this Report’s analysis for the Capital Asset Funding Strategies. There are two primary Capital Asset Funding Strategies presented below.

A. Pay-As-You-Go Analysis/Annual Budget Strategy

The Pay-As-You-Go Analysis estimates the cost of replacing each existing capital asset in the year in which it is expected to be replaced (when the useful life expires). The cost in the replacement year is “inflation-adjusted” by one of the two following factors:

1. For major building systems, the replacement cost in the year in which the asset is expected to be replaced is based on the current replacement cost adjusted by an average annual 2.92% ENR-BCI factor from 2019 to the expected replacement year. For example, a capital asset with a current (2019) replacement cost of \$100,000 that is scheduled to be replaced in 2020 would have a 2020 replacement cost of \$103,000 (all replacement costs are rounded).
2. For equipment, vehicles and other purchased assets, the replacement cost in the year in which the asset is expected to be replaced is based on the current (2019) replacement cost, adjusted by an average annual 2.79% CPI factor from 2019 to the replacement year.

Exhibit C provides the Pay-As-You-Go Analysis. It provides the inflation-adjusted replacement cost for all District-owned capital assets, with 2019 as the base year replacement cost and continuing from 2020 through 2039, a 20-year period. All existing capital assets will be replaced at least once during the 20-year period, except for the parking lot concrete pavement and two 800 gallon fish tanks, which are scheduled to be replaced

after the 20-year period. Assets with relatively short useful lives may be replaced more than once during the 20-year period.

Exhibit C can be used as an Annual Budget Strategy tool, in that it estimates the amount in inflation-adjusted dollars required in any given year to replace capital assets that have reached the end of their useful lives.

The Pay-As-You-Go Analysis/Annual Budget Strategy indicates that the annual replacement cost (in inflation-adjusted dollars) would range from \$66,000 in 2028 to \$487,000 in 2035. Exhibit C identifies the replacement cost for each capital asset from 2019 through 2039. **Table IV-1**, below, provides a summary of the Annual Budget Strategy requirements in inflation-adjusted dollars.

Table IV-1: Annual Budget Strategy Requirements, Inflation-Adjusted Dollars

Year	Capital Budget Requirement
2019	\$74,000
2020	\$386,000
2021	\$185,000
2022	\$313,000
2023	\$83,000
2024	\$164,000
2025	\$440,000
2026	\$241,000
2027	\$407,000
2028	\$66,000
2029	\$219,000
2030	\$95,000
2031	\$205,000
2032	\$411,000
2033	\$97,000
2034	\$378,000
2035	\$487,000
2036	\$215,000
2037	\$404,000
2038	\$482,000
2039	\$251,000

It is noted that any new capital assets added to the District's inventory in future years would need to be added to the Capital Asset Replacement Schedule, and the Pay-As-You-Go Analysis would need to be rerun at regular intervals.

B. Net Present Value Analysis/Reserve Fund Strategy

The District is in a position where it has the financial capacity to set aside sufficient cash over the next few years to finance the replacement of its major capital assets for the next 20 years.

The Net Present Value Analysis estimates the amount of money that would need to be set aside in a reserve fund in 2019, which if invested at a given interest rate (also known as a discount rate) would provide sufficient funding to pay for the inflation-adjusted cost of replacing all current capital assets over the 20-year period.

The Net Present Value Analysis assumes that money in a reserve fund would accrue interest income at an annual interest rate of 2.26%, which has been the average annual California State Treasurer Local Agency Investment Fund (LAIF) interest rate over the past 20 years. A lower interest rate (discount rate) would result in a higher net present value and a higher amount required to be set aside in 2019 to fully fund the replacement of all existing capital assets. Similarly, a higher interest rate (discount rate) would result in a lower net present value and a lower amount required to be set aside in 2019 to fully fund the replacement of all existing capital assets.

Table IV-2, below, provides the Net Present Value Analysis. Based on the Capital Asset Replacement Schedule and an assumed interest rate/discount rate of 2.26%, the District would need to set aside \$4,319,711 in a reserve fund in 2019, which would be invested and would accrue interest at an annual rate of 2.26% over the 20-year period to provide sufficient funding for the replacement of the District’s existing capital assets.

Table IV-2: Net Present Value Analysis, Inflation-Adjusted Dollars, 2.26% Discount Rate

Year	Inflation-Adjusted Expense
2019	\$74,000
2020	\$386,000
2021	\$185,000
2022	\$313,000
2023	\$83,000
2024	\$164,000
2025	\$440,000
2026	\$241,000
2027	\$407,000
2028	\$66,000
2029	\$219,000
2030	\$95,000
2031	\$205,000
2032	\$411,000
2033	\$97,000
2034	\$378,000
2035	\$487,000
2036	\$215,000
2037	\$404,000
2038	\$482,000
2039	\$251,000
Net Present Value ¹	\$4,319,711

¹The Net Present Value Discount Rate of 2.26% is based on the average quarterly Local Agency Investment Fund interest rate as reported by the California State Treasurer over the past 20 years.

If the District chose to fund the net present value over three years, it could do so by making annual deposits of \$1,472,000 into the Capital Replacement Fund in the years 2019, 2020 and 2021.

Alternatively, if the District chose to fund the net present value over four years, it could do so by making annual deposits of \$1,116,000 into the Capital Replacement Fund in the years 2019, 2020, 2021 and 2022.

It is noted that any new capital assets that are added to the District's inventory in the future would need to be added to the Capital Asset Replacement Schedule, and the Net Present Value Analysis/Reserve Fund Strategy would need to be rerun at regular intervals.

C. Cash Flow Analysis

The Cash Flow Analysis is based on the Net Present Value Analysis. It provides the annual flow of funds in the Capital Replacement Fund, under three different scenarios. Under the three scenarios, initial capital replacement reserve deposits over one, three, or four years are assumed, plus 2.26% annual interest on the fund balance over 20 years, less capital asset expenditures over 20 years, resulting in a \$0 Capital Replacement Fund balance at the end of 20 years. The Cash Flow Analysis is provided to confirm that annual funding is adequate for the replacement of the existing capital assets under the Net Present Value/Reserve Fund Strategy, based on the assumptions described in this Report. However, it is noted that the analysis is interest rate sensitive. While the interest rates have averaged 2.26% over the past 20 years, the rates fluctuate over time. If interest rates trend low for an extended period of time or do not achieve the long-term 2.26% average, the initial Capital Reserve Fund deposits will not be sufficient to fully fund the replacement of all capital assets.

Under the first scenario, as presented in **Table IV-3**, below, the District would make a one-time deposit of \$4,319,711, to the Capital Replacement Fund in 2019, using approximately \$500,000 in funds from the Repair and Replacement Fund and from other available funds.

**Table IV-3: Scenario 1: Cash Flow Analysis/Capital Reserve Fund
Using a One-Time Cash Deposit of \$4,319,711**

Year	Beginning Fund Balance	Plus: Interest Income (2.26%)	Less: Capital Expense	Ending Fund Balance
2019	\$4,319,711	\$97,625	(\$74,000)	\$4,343,336
2020	\$4,343,336	\$98,159	(\$386,000)	\$4,055,495
2021	\$4,055,495	\$91,654	(\$185,000)	\$3,962,150
2022	\$3,962,150	\$89,545	(\$313,000)	\$3,738,694
2023	\$3,738,694	\$84,494	(\$83,000)	\$3,740,189
2024	\$3,740,189	\$84,528	(\$164,000)	\$3,660,717
2025	\$3,660,717	\$82,732	(\$440,000)	\$3,303,449
2026	\$3,303,449	\$74,658	(\$241,000)	\$3,137,107
2027	\$3,137,107	\$70,899	(\$407,000)	\$2,801,006
2028	\$2,801,006	\$63,303	(\$66,000)	\$2,798,308
2029	\$2,798,308	\$63,242	(\$219,000)	\$2,642,550
2030	\$2,642,550	\$59,722	(\$95,000)	\$2,607,272

Year	Beginning Fund Balance	Plus: Interest Income (2.26%)	Less: Capital Expense	Ending Fund Balance
2031	\$2,607,272	\$58,924	(\$205,000)	\$2,461,196
2032	\$2,461,196	\$55,623	(\$411,000)	\$2,105,819
2033	\$2,105,819	\$47,592	(\$97,000)	\$2,056,411
2034	\$2,056,411	\$46,475	(\$378,000)	\$1,724,886
2035	\$1,724,886	\$38,982	(\$487,000)	\$1,276,868
2036	\$1,276,868	\$28,857	(\$215,000)	\$1,090,725
2037	\$1,090,725	\$24,650	(\$404,000)	\$711,376
2038	\$711,376	\$16,077	(\$482,000)	\$245,453
2039	\$245,453	\$5,547	(\$251,000)	\$ - 0 -

Under the second scenario, as presented in **Table IV-4**, below, the District would make annual deposits of \$1,472,000 in 2019, 2020 and 2021 into the Capital Replacement Fund, using approximately \$500,000 in funds available from the Repair and Replacement Fund and other available funds.

Table IV-4: Scenario 2: Cash Flow Analysis/Capital Reserve Fund Using Three Annual Deposits

Year	Beginning Fund Balance	Deposits	Plus: Interest Income (2.26%)	Less: Capital Expense	Ending Fund Balance
2019	\$ - 0 -	\$1,472,000	\$33,267	(\$74,000)	\$1,431,267
2020	\$1,431,267	\$1,472,000	\$65,614	(\$386,000)	\$2,582,881
2021	\$2,582,881	\$1,472,615	\$91,654	(\$185,000)	\$3,962,150
2022	\$3,962,150		\$89,545	(\$313,000)	\$3,738,695
2023	\$3,738,695		\$84,495	(\$83,000)	\$3,740,189
2024	\$3,740,189		\$84,528	(\$164,000)	\$3,660,718
2025	\$3,660,718		\$82,732	(\$440,000)	\$3,303,450
2026	\$3,303,450		\$74,658	(\$241,000)	\$3,137,108
2027	\$3,137,108		\$70,899	(\$407,000)	\$2,801,006
2028	\$2,801,006		\$63,303	(\$66,000)	\$2,798,309
2029	\$2,798,309		\$63,242	(\$219,000)	\$2,642,551
2030	\$2,642,551		\$59,722	(\$95,000)	\$2,607,273
2031	\$2,607,273		\$58,924	(\$205,000)	\$2,461,197
2032	\$2,461,197		\$55,623	(\$411,000)	\$2,105,820
2033	\$2,105,820		\$47,592	(\$97,000)	\$2,056,412
2034	\$2,056,412		\$46,475	(\$378,000)	\$1,724,886
2035	\$1,724,886		\$38,982	(\$487,000)	\$1,276,869
2036	\$1,276,869		\$28,857	(\$215,000)	\$1,090,726
2037	\$1,090,726		\$24,650	(\$404,000)	\$711,377
2038	\$711,377		\$16,077	(\$482,000)	\$245,454
2039	\$245,454		\$5,547	(\$251,000)	\$ 1

Under the third scenario, as presented in **Table IV-5**, below, the District would make annual deposits of approximately \$1,116,000 in 2019, 2020, 2021 and 2022 into the Capital Replacement Fund, using approximately \$500,000 in funds available from the Repair and Replacement Fund and other available funds.

**Table IV-5: Scenario 3: Cash Flow Analysis/Capital Reserve Fund
Using Four Annual Deposits**

Year	Beginning Fund Balance	Deposits	Plus: Interest Income (2.26%)	Less: Capital Expense	Ending Fund Balance
2019	\$ - 0 -	\$1,116,000	\$25,222	(\$74,000)	\$1,067,222
2020	\$1,067,222	\$1,116,000	\$49,341	(\$386,000)	\$1,846,562
2021	\$1,846,562	\$1,116,807	\$66,972	(\$185,000)	\$2,845,342
2022	\$2,845,342	\$1,116,808	\$89,545	(\$313,000)	\$3,738,694
2023	\$3,738,694		\$84,494	(\$83,000)	\$3,740,189
2024	\$3,740,189		\$84,528	(\$164,000)	\$3,660,717
2025	\$3,660,717		\$82,732	(\$440,000)	\$3,303,449
2026	\$3,303,449		\$74,658	(\$241,000)	\$3,137,107
2027	\$3,137,107		\$70,899	(\$407,000)	\$2,801,006
2028	\$2,801,006		\$63,303	(\$66,000)	\$2,798,308
2029	\$2,798,308		\$63,242	(\$219,000)	\$2,642,550
2030	\$2,642,550		\$59,722	(\$95,000)	\$2,607,272
2031	\$2,607,272		\$58,924	(\$205,000)	\$2,461,196
2032	\$2,461,196		\$55,623	(\$411,000)	\$2,105,819
2033	\$2,105,819		\$47,592	(\$97,000)	\$2,056,411
2034	\$2,056,411		\$46,475	(\$378,000)	\$1,724,886
2035	\$1,724,886		\$38,982	(\$487,000)	\$1,276,868
2036	\$1,276,868		\$28,857	(\$215,000)	\$1,090,725
2037	\$1,090,725		\$24,650	(\$404,000)	\$711,376
2038	\$711,376		\$16,077	(\$482,000)	\$245,453
2039	\$245,453		\$5,547	(\$251,000)	\$ - 0 -

IV. SUMMARY, RECOMMENDATIONS AND CONCLUSION**A. Summary**

This Capital Asset Replacement Program Analysis and Report provides a current Capital Asset Replacement Schedule and strategies to fund the replacement of the District's existing capital assets over the next 20 years.

The Pay-As-You-Go/Annual Budget Strategy provides the estimated annual inflation-adjusted amount the District would need to budget each year to replace existing capital assets. The range of inflation-adjusted budget requirements over a 20-year period ranges from \$66,000 in 2028 to \$487,000 in 2035.

The Net Present Value/Reserve Fund Strategy calculates the amount that would need to be set aside today, to be invested and accruing interest at an average of 2.26%, to fund the eventual replacement of all of the District's existing capital assets over the next 20 years should the District decide to fund the entire amount at one time. The Net Present Value/Reserve Fund Strategy amount that should be set aside in the Capital Replacement fund is \$4,319,711.

The Cash Flow Analysis, based on the Net Present Value/Reserve Fund Strategy, demonstrates that adequate funding would be available, assuming that a deposit of

\$4,319,711 is made into the Capital Replacement Fund, with interest accruing on that deposit at 2.26% annually, and that capital assets are replaced at the replacement costs and in the replacement years identified in this Report. The Cash Flow Analysis also shows that adequate funding would be available if, instead, annual deposits of \$1,472,000 were made in the years 2019, 2020 and 2021, or if annual payments of \$1,116,000 were made in the years 2019, 2020, 2021 and 2022.

There are several variables and scenarios under which these analyses and strategies would need to be updated and revised. These would include, at a minimum:

- Capital assets are not replaced based on the Capital Asset Replacement Schedule;
- Capital assets are replaced at inflation-adjusted costs that differ from this Report's estimated capital asset replacement costs;
- Additional capital assets not currently on the Capital Asset Replacement Schedule are acquired and replaced; or
- Interest rates remain low for an extended period of time and do not increase reasonably early in the 20-year period to achieve the long-term 2.26% average.

Therefore, as the District replaces existing capital assets or acquires new capital assets, it should update the Capital Asset Replacement Schedule. In addition, the District should periodically review and update the Pay-As-You-Go and Net Present Value Analyses to ensure that adequate funds are being set aside for capital asset replacement.

B. Recommendations

Recommendation 1: MRG recommends the Net Present Value/Reserve Fund Strategy with payments over either three or four years. This would require either annual deposits of \$1,472,000 in years 2019, 2020 and 2021; or annual deposits of \$1,116,000 in years 2019, 2020, 2021 and 2022.

The District has previously and prudently established a Capital Repair and Replacement Fund. In addition, the District has other reserves, and currently has a significant positive operating margin that could be used to fund the Capital Replacement Fund. MRG does not recommend the Pay-As-You-Go/Annual Budget Strategy, since it would require an uneven annual budgetary commitment, ranging from \$66,000 in 2028 to \$487,000 in 2035 in inflation-adjusted dollars. MRG also does not recommend the Net Present Value/Reserve Fund Strategy with an up-front one-time deposit of \$4,319,711 in 2019, because it appears that insufficient funds are available at this time.

Recommendation 2: MRG recommends that the District update the Capital Asset Replacement Schedule as it acquires new assets or replaces existing assets.

Maintaining an accurate and up-to-date Capital Asset Replacement Schedule will make future analyses much simpler to perform. MRG will provide instructions, separate from this

Report, to assist the District in establishing a system for updating the Capital Asset Replacement Schedule.

Recommendation 3: MRG recommends that the District update the Pay-As-You-Go and Net Present Value Analyses at approximately five-year intervals to ensure that adequate funds are being set aside for capital asset replacement.

Regular updates to the Pay-As-You-Go and Net Present Value Analyses will ensure that the District can adjust its funding needs as new assets are acquired, existing assets are replaced, economic conditions evolve, and asset replacements outside the initial 20-year period come due. MRG will provide instructions, separate from this Report, to assist the District in establishing a system for updating the analyses.

C. Conclusion

Implementation of the recommended approach to funding the Net Present Value/Reserve Fund Strategy on a three- or four-year basis, with periodic reviews, will ensure adequate funds are available to replace the items currently listed on the Capital Asset Replacement Schedule. It is important to note that as both new and replacement items are added to the list there will be a need for the District to begin to add funds to the Reserve Fund to make certain there is adequate funding for their replacement.

A five-year review and replacement fund analysis will ensure the District identifies the future replacement costs for the new and replacement items. MRG is available to assist the District in creating a review schedule and protocol to make certain the Capital Asset Replacement Schedule is maintained adequately to meet the District's future needs.

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

Capital Asset Replacement Program Analysis and Report

Exhibits

YEAR PURCHASED / IN SERVICE	ASSET DESCRIPTION	SERVICE LIFE	ORIGINAL ACQUISITION COST	CURRENT REPLACEMENT COST	REPLACEMENT COST SOURCE
<u>BUILDING MAJOR SYSTEMS</u>					
2005	HVAC (small)	20	n/a	\$8,000	ALCO HVAC
2005	HVAC (small)	20	n/a	\$8,000	ALCO HVAC
2005	HVAC (medium)	20	n/a	\$9,000	ALCO HVAC
2005	HVAC (medium)	20	n/a	\$9,000	ALCO HVAC
2005	HVAC (medium)	20	n/a	\$9,000	ALCO HVAC
2005	HVAC (large)	20	n/a	\$10,000	ALCO HVAC
2009	Electric Gate	20	\$10,275	\$14,000	Cost + ENR-BCI
2011	Roof Gutter System	15	\$17,075	\$21,000	Cost + ENR-BCI
2015	Parking Lot Asphalt Pavement	20	\$77,668	\$87,000	Cost + ENR-BCI
2005	Parking Lot Concrete Pavement (5,200 s. f.)	40	n/a	\$104,000	MRG
2015	Roof - Shop	20	\$50,608	\$57,000	Cost + ENR-BCI
2018	Roof - Office	20	\$107,000	\$133,000	District
1990	Public Ed Shed	35	n/a	\$8,000	MRG
1985	Wash Rack - Pad and Separator	40	\$8,000	\$50,000	Hydro Tech/MRG
1985	Parking Structure Roof (6,400 s.f.)	35	n/a	\$96,000	MRG

Future Cost Based on Current Cost Plus 2.92% Annual ENR-BCI

YEAR PURCHASED / IN SERVICE	ASSET DESCRIPTION	SERVICE LIFE	ORIGINAL ACQUISITION COST	CURRENT REPLACEMENT COST	REPLACEMENT COST SOURCE
	VEHICLES				
2003	2003 Ford E-150 Cargo Van 4X2	20	\$27,070	\$42,000	Cost + CPI
2005	2005 Jeep Wrangler 4X4 RHD (White)	20	\$30,140	\$44,000	Cost + CPI
2005	2005 Jeep Wrangler 4X4 RHD (Red)	20	\$30,140	\$44,000	Cost + CPI
2019	2008 Ford Ranger 4DR 4X4	10	\$22,530	\$37,000	District
2009	2009 Ford F-150 4X4	12	\$29,495	\$39,000	Cost + CPI
2019	2009 Ford Ranger 4DR 4X2	10	\$29,225	\$37,000	District
2011	2011 Ford Ranger 4DR 4X4	10	\$22,899	\$37,000	District
2011	2011 Ford F-150 4X4	12	\$29,582	\$37,000	Cost + CPI
2011	2011 Ford Ranger 4DR 4X2	10	\$22,899	\$37,000	District
2012	2012 Ford F-150 4X4 Long Bed	12	\$27,764	\$34,000	Cost + CPI
2012	2012 Ford F-150 4X4 Long Bed	12	\$27,764	\$34,000	Cost + CPI
2012	2012 Ford F-150 4X4 Long Bed	12	\$27,764	\$34,000	Cost + CPI
2014	2013 Jeep Wrangler 4X4 RHD	20	\$34,909	\$40,000	Cost + CPI
2014	2014 Ford F-150 4X4 XTRA Cab	12	\$30,783	\$35,000	Cost + CPI
2014	2014 Ford F-150 4X4 XTRA Cab	12	\$26,783	\$31,000	Cost + CPI
2014	2014 Ford Fusion Hybrid	12	\$28,146	\$32,000	Cost + CPI
2015	2014 Ford F-150 4X2 Long Bed	12	\$26,984	\$30,000	Cost + CPI
2015	2015 Nissan Frontier 4X4 XTRA Cab	12	\$26,690	\$30,000	Cost + CPI
2017	2017 GMC Canyon 4X4	12	\$37,000	\$39,000	Cost + CPI
2017	2017 GMC Canyon 4X4	12	\$37,000	\$39,000	Cost + CPI
2018	2018 GMC Canyon 4X4	12	\$37,910	\$39,000	Cost + CPI
2011	Argo All-Terrain	10	\$28,519	\$30,000	Argo Advent.
2012	Argo All-Terrain	10	\$23,949	\$30,000	Argo Advent.
2014	Argo All-Terrain	10	\$27,428	\$30,000	Argo Advent.
2015	Argo All-Terrain	10	\$27,687	\$30,000	Argo Advent.

Future Cost Based on Current Cost Plus 2.79% Annual CPI

Alameda County Mosquito Abatement District
Capital Asset Replacement Schedule

Exhibit A

Municipal Resource Group LLC
February 2019

YEAR PURCHASED / IN SERVICE	ASSET DESCRIPTION	SERVICE LIFE	ORIGINAL ACQUISITION COST	CURRENT REPLACEMENT COST	REPLACEMENT COST SOURCE
	SHOP EQUIPMENT				
2016	Mar-Len, Pressure Water System	5	\$6,875	\$8,000	Mar-Len Supply
2000	Vehicle Lift	25	\$10,000	\$15,000	Ferris Hoist District
2000	Tire Balancer	25	n/a	\$5,000	District
2000	Tire Changer	25	n/a	\$5,000	Ferris Hoist
2000	Two Ton Crane Hoist	25	\$5,000	\$8,000	District/MRG
1991	Oil Tank (BVA) and Slab	35	n/a	\$50,000	Leading Edge
2005	Mozzie Electric ULV	15	\$8,000	\$15,000	Leading Edge
1985	Leco Gas ULV/Larvicidal Rig	35	\$7,000	\$15,000	District
2018	London Fogger	10	\$17,000	\$17,000	

Future Cost Based on Current Cost Plus 2.79% Annual CPI

YEAR PURCHASED / IN SERVICE	ASSET DESCRIPTION	SERVICE LIFE	ORIGINAL ACQUISITION COST	CURRENT REPLACEMENT COST	REPLACEMENT COST SOURCE
FISH EQUIPMENT					
1990	Fish Tank (2,400 gal)***	35	n/a	\$24,000	Sac. Koi
2002	Filtration (large)	20	n/a	\$12,000	Sac. Koi
2015	Fish Tank, Sac. Koi (800 gal)	25	\$10,827	\$12,000	Sac. Koi
2015	Filtration (small)	10	\$7,000	\$8,000	Sac. Koi
2016	Fish Tank, Sac. Koi (800 gal)	25	\$10,469	\$12,000	Sac. Koi
LAB EQUIPMENT					
2015	Microscope	10	\$6,267	\$23,000	Fisher Scientbtific
2015	Microscope	10	\$6,267	\$23,000	Fisher Scientbtific
2015	Lifetech PCR Machine	5	\$33,978	\$31,000	Fisher Scientbtific
2015	Incubator	8	n/a	\$11,000	Fisher Scientbtific
2016	Lifetech Nucleic Acid Isolator	5	\$24,511	\$25,000	Fisher Scientbtific
2016	Bio Tek Spec Plate Reader	8	\$8,828	\$11,000	Fisher Scientbtific
2018	Autoclave	10	\$7,493	\$7,000	District
2018	Minus 80 Freezer	8	\$17,720	\$17,000	District
2018	Drone	5	\$26,820	\$27,000	District
NON-CAPITAL ASSETS					
2017	Mosquito District Database	5	\$233,000	\$246,000	Cost + CPI
2005	Painting - Exterior Main Building	15	n/a	\$25,000	Shine Painting/MRG
2005	Painting - Interior Main Building	15	n/a	\$15,000	Shine Painting/MRG
2005	Painting - Parking Structure	15	n/a	\$15,000	Shine Painting/MRG
2005	Flooring - Main Building (7,200 s. f.)	15	n/a	\$108,000	MRG
2000	Landscaping	20	n/a	\$15,000	MRG

*** Fish Tank (2,400 gal) will be replaced by two Fish Tanks (800 gal) according to District

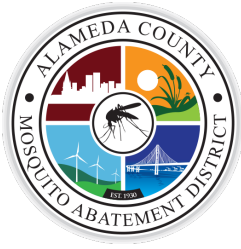
Alameda County Mosquito Abatement District
 Assets Not Included in Asset Replacement Schedule

Exhibit B

Municipal Resource Group LLC
 February 2019

YEAR PURCHASED / IN SERVICE	ASSET DESCRIPTION	REASON
	<u>BUILDINGS</u>	
1985/2005	Main Building	buildings excluded by policy
2018	Pesticide Shed	buildings excluded by policy
Unknown	Parking Structures	buildings excluded by policy
	<u>BUILDING MAJOR SYSTEMS</u>	
2014	CCTV	will not be replaced
	<u>VEHICLES</u>	
2005	2005 Ford F-150 4X4	will not be replaced (spare vehicle)

YEAR PURCHASED / IN SERVICE	ASSET DESCRIPTION	SERVICE LIFE	ORIGINAL ACQUISITION COST	CURRENT REPLACEMENT COST	2038	2039
BUILDING MAJOR SYSTEMS						
Future Cost Based on Current Cost Plus 2.92% Annual ENR-BCI						
2005	HVAC (small)	20	n/a	\$8,000		
2005	HVAC (small)	20	n/a	\$8,000		
2005	HVAC (medium)	20	n/a	\$9,000		
2005	HVAC (medium)	20	n/a	\$9,000		
2005	HVAC (medium)	20	n/a	\$9,000		
2005	HVAC (large)	20	n/a	\$10,000		
2009	Electric Gate	20	\$10,275	\$14,000		
2011	Roof Gutter System	15	\$17,075	\$21,000		
2015	Parking Lot Asphalt Pavement	20	\$77,668	\$87,000		
2005	Parking Lot Concrete Pavement (5,200 s. f.)	40	n/a	\$104,000		
2015	Roof Installation - Shop	20	\$50,608	\$57,000		
2018	Roof Installation - Office	20	\$107,000	\$133,000	\$230,000	
1990	Public Ed Shed	35	n/a	\$8,000		
1985	Wash Rack - Pad and Separator	40	\$8,000	\$50,000		
1985	Parking Structure Roof (6,400 s.f.)	35	n/a	\$96,000		
VEHICLES						
Future Cost Based on Current Cost Plus 2.79% Annual CPI						
2003	2003 Ford E-150 Cargo Van 4X2	20	\$27,070	\$42,000		
2005	2005 Jeep Wrangler 4X4 RHD (White)	20	\$30,140	\$44,000		
2005	2005 Jeep Wrangler 4X4 RHD (Red)	20	\$30,140	\$44,000		
2019	2008 Ford Ranger 4DR 4X4	10	\$22,530	\$37,000	\$64,000	
2009	2009 Ford F-150 4X4	12	\$29,495	\$39,000		
2019	2009 Ford Ranger 4DR 4X2	10	\$29,225	\$37,000	\$64,000	
2011	2011 Ford Ranger 4DR 4X4	10	\$22,899	\$37,000		
2011	2011 Ford F-150 4X4	12	\$29,582	\$37,000		
2011	2011 Ford Ranger 4DR 4X2	10	\$22,899	\$37,000		
2012	2012 Ford F-150 4X4 Long Bed	12	\$27,764	\$34,000		
2012	2012 Ford F-150 4X4 Long Bed	12	\$27,764	\$34,000		
2012	2012 Ford F-150 4X4 Long Bed	12	\$27,764	\$34,000		
2014	2013 Jeep Wrangler 4X4 RHD	20	\$34,909	\$40,000		
2014	2014 Ford F-150 4X4 XTRA Cab	12	\$30,783	\$35,000	\$59,000	
2014	2014 Ford F-150 4X4X TRA Cab	12	\$26,783	\$31,000	\$52,000	
2014	2014 Ford Fusion Hybrid	12	\$28,146	\$32,000	\$54,000	
2015	2014 Ford F-150 4X2 Long Bed	12	\$26,984	\$30,000	\$52,000	
2015	2015 Nissan Frontier 4X4 XTRA Cab	12	\$26,690	\$30,000	\$52,000	
2017	2017 GMC Canyon 4X4	12	\$37,000	\$39,000		
2017	2017 GMC Canyon 4X4	12	\$37,000	\$39,000		
2018	2018 GMC Canyon 4X4	12	\$37,910	\$39,000		
2011	Argo All Terrain Vehicle	10	\$28,519	\$30,000		
2012	Argo All Terrain Vehicle	10	\$23,949	\$30,000		
2014	Argo All Terrain Vehicle	10	\$27,428	\$30,000		
2015	Argo All Terrain Vehicle	10	\$27,687	\$30,000		
SHOP EQUIPMENT						
Future Cost Based on Current Cost Plus 2.79% Annual CPI						
2016	Mar-Len, Pressure Water System	5	\$6,875	\$8,000		
2000	Vehicle Lift	25	\$10,000	\$15,000		
2000	Tire Balancer	25	n/a	\$5,000		
2000	Tire Changer	25	n/a	\$5,000		
2000	Two Ton Crane Hoist	25	\$5,000	\$8,000		
1991	Oil Tank (BVA) and Slab	35	n/a	\$50,000		
2005	Mozzie Electric ULV	15	\$8,000	\$15,000		
1985	Leco Gas ULV/Larvicidal Rig	35	\$7,000	\$15,000		
2018	London Fogger	10	\$17,000	\$17,000	\$29,000	
FISH EQUIPMENT						
Future Cost Based on Current Cost Plus 2.79% Annual CPI						
1990	Fish Tank (2,400 gal)	35	n/a	\$24,000		
2002	Filtration (large)	20	n/a	\$12,000		
2015	Fish Tank, Sac. Koi (800 gal)	25	\$10,827	\$12,000		
2015	Filtration (small)	10	\$7,000	\$8,000		
2016	Fish Tank, Sac. Koi (800 gal)	25	\$10,469	\$12,000		
LAB EQUIPMENT						
Future Cost Based on Current Cost Plus 2.79% Annual CPI						
2015	Microscope	10	\$6,267	\$23,000		
2015	Microscope	10	\$6,267	\$23,000		
2015	Lifetech PCR Machine	5	\$33,978	\$31,000		
2015	Incubator	8	n/a	\$11,000	\$19,000	
2016	Lifetech Nucleic Acid Isolator	5	\$24,511	\$25,000		
2016	Bio Tek Spec Plate Reader	8	\$8,828	\$11,000		
2018	Autoclave	10	\$7,493	\$7,000	\$12,000	
2018	Minus 80 Freezer	8	\$17,720	\$17,000		
2018	Drone	5	\$26,820	\$27,000	\$46,000	
NON-CAPITAL ASSETS						
Future Cost Based on Current Cost Plus 2.79% Annual CPI						
2017	Mosquito District Database	5	\$233,000	\$246,000		
2005	Painting - Exterior Main Building	15	n/a	\$25,000		
2005	Painting - Interior Main Building	15	n/a	\$15,000		
2005	Painting - Parking Structure	15	n/a	\$15,000		
2005	Flooring - Main Building (7,200 s. f.)	15	n/a	\$108,000		
2000	Landscaping	20	n/a	\$15,000		
TOTAL, ALL ASSETS (Inflation-Adjusted Dollars)					\$482,000	\$251,000



23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Summary of 2024 Proposed Policy Changes, 2nd reading:

Board of Trustees

President

Cathy Roache

County-at-Large

Vice-President

Tyler Savage

Alameda

Secretary

Valerie Arkin

Pleasanton

Robin López

Albany

P. Robert Beatty

Berkeley

Kashef Qaadri

Dublin

vacant

Emeryville

John Zlatnik

Fremont

George Syrop

Hayward

vacant

Livermore

Maya Manoharan

Oakland

Eric Hentschke

Newark

Hope Salzer

Piedmont

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

The only change from the 1st policy reading in March are italicized below.

218.6

Addition of an investment authority policy to clearly state the applicable government code investment limitations and reporting requirements while allowing staff authority for liquid asset adjustments *for only existing accounts*. (best practice).

303.1.1

Swapping two district holidays, from strategic plan.

301.2.2 & .3

Step increase schedule to match MOU language (clean-up/ consistency).

302.8 (h)

Updates to reasonable accommodation policy (best practice)

303.3.2 (b)

Compliance with seasonal employee sick leave state law

303.6

Compliance with California Family Rights state law.

303.8

Compliance with bereavement leave state law.

307

Compliance with workplace violence policy language state law.

502.5

Management commitment to diversity, equity, and inclusion hiring practices, from strategic plan.

CHAPTER 200. FINANCIAL

Section 201. Expenditures

By resolution of the Board of Trustees, the Board established the following policy to ~~more efficiently review and approve District expenditures~~review and approve District expenditures more efficiently.

- 201.1 The District budget will be reviewed, approved, and modified as necessary by the Board, consistent with existing District policies, procedures, and state law.
- 201.2 The Board authorizes the General Manager to issue warrants that are consistent with the objectives of the budget.
- 201.3 The General Manager shall act as Purchasing Agent unless the Board of Trustees designates another employee. The General Manager may delegate purchasing authority to other personnel in accordance with work functions and operational feasibility.
- 201.4 Any designated Purchasing Agent, within the intent and limits of the District budget, can purchase all materials, supplies, equipment, furnishings, and other property for the District. No purchase of property by any person other than the General Manager or their designated Purchasing Agent shall be binding upon the District or constitute a lawful charge against any District funds.

Section 202. Bidding Policies

- 202.1 Less than \$5,000. Bidding is not required when the item or service to be purchased is less than \$4,999 in value.
- 202.2 \$5,000 to \$15,000. Informal bidding shall be required when the item or service to be purchased costs between \$5,000 and \$15,000. Such bidding may be accomplished by written request for bids sent to selected bidders; by telephone survey of prices; by electronic requests for bids or surveys of prices; or by such other efforts directed towards obtaining a minimum of three bids. The Purchasing Agent shall award the bid to the lowest responsible bidder, unless the Purchasing Agent determines that the public interest requires a different action. The Board will receive a report of all purchases in this cost range. The Board of Trustees authorizes the Purchasing Agent to purchase items described by this policy, provided they do not exceed \$15,000 and do not exceed the District's approved budget amount for the item or service in consideration.
- 202.3 Above \$15,000. When the cost of the item or service to be purchased exceeds \$15,000, formal bidding shall be required. Such bidding process shall require that a notice be posted at the District office at least ten (10) days prior to the bid opening and that formal requests for bids be solicited either by newspaper

publication, trade journal publication, use of a bid service, or other reasonable solicitation. Solicited sealed bids shall be reviewed by the Board and awarded to the lowest responsible bidder based on the Purchasing Agent's analysis and recommendation, unless the Board makes a determination that it would be in the public's best interest to do otherwise. All bids will be retained as part of the District's official record per District record retention policy. See Appendix 800-1.

202.4 Bidding is Not Required for the following:

- (a) When an emergency-situation exists – Designation of an emergency shall be determined General Manager with the consent of the Board President or available Board officer;
- (b) When requiring the services of specialized professionals, such as scientists, engineers, attorneys, or accountants;
- (c) When the item or service can only be obtained from one vendor; or
- (d) When the public interest may otherwise require that bidding be dispensed with, provided that the facts constituting the basis for the exception are documented by the Board or General Manager as appropriate. Documentation for exceptions shall be retained as part of the District's official records for at least two years.

Any warrant issued under this Section 202.4 shall indicate on the warrant list the specific exemption relied upon.

202.5 The General Manager shall first review all bids received to determine if they are responsive to the bid request. The General Manager is authorized to waive minor deviations and irregularities in the bids.

202.6 The General Manager shall also have the authority to inspect and test products for quality and fitness described or identified in any bid to determine its appropriateness, and further, may investigate the character and reputation of any bidder to determine responsibility and capability. The General Manager's analysis of these factors shall be used in the determination and recommendation of the lowest responsible bidder.

202.7 The District contract shall be awarded to the lowest responsible bidder, except as otherwise provided above. When feasible, preference may be given to Alameda County vendors. If two or more bids are substantially identical, the District may accept any such bid. In its sole discretion, the District may reject any and all bids received, and it may re-advertise for additional bids, have District staff perform such work, or negotiate with the lowest bidder.

Section 203. Contracts

- 203.1 The General Manager is hereby authorized to sign and enter into contracts on the District's behalf when the dollar value of the contract is \$25,000 or less.
- 203.2 The Board authorizes the General Manager to enter into contracts that are consistent with the objectives of the budget upon receiving approval from the Board.

Section 204. Warrants

- 204.1 The Board shall review warrants at least monthly to ensure expenditures are within the limitations of the budget, and to raise questions, when appropriate, about any of the listed expenditures.
- 204.2 The Board hereby authorizes the withdrawal of funds from the general fund upon a warrant signed by one member of the Board and the General Manager, or ~~his/her designee~~their designee. Following substantial deposits in April and December, funds are withdrawn from the general fund and deposited into the Operational Fund. A balance adequate for covering county adjustments and administrative fees is retained.
- 204.3. In an emergency ~~situation~~ where there is not sufficient time to secure prior authorization from the Board, the Board hereby authorizes the General Manager emergency powers to withdraw funds up to \$5,000, bypassing the dual signature requirement, as noted in Section 204.2 from the District's transfer bank only. If emergency funds are withdrawn, the Board shall be notified immediately, or as reasonably possible, and the issue shall be placed on the next Board agenda for discussion.

Section 205. Meeting Stipends

- 205.1 Consistent with Health and Safety Code section 2030, the members of the Board of Trustees may receive their actual and necessary traveling and incidental expenses incurred while on official business. In lieu of paying for actual expenses, the Board of Trustees may by resolution provide for the allowance and payment to each Trustee a sum not to exceed one hundred dollars (\$100) per month for expenses incurred while on official business. A Trustee may waive the payments permitted by this subdivision. Such compensation is in addition to any reimbursement for meals, lodging, ~~travel~~travel, and expenses consistent with this policy. (Health & Safety Code § 2051.)
- 205.2 Meetings and Service Subject Monthly In Lieu of Allowance. To be entitled to the monthly In Lieu Allowance under this policy, the official business in question must constitute one of the following:

- (a) A meeting of the District Board of Trustees within the meaning of Government Code section 54952.2(a);
- (b) A meeting of a District committee within the meaning of Government Code section 54952(b);
- (c) An advisory body meeting within the meaning of Government Code section 54952(b);
- (d) A conference within the meaning of Government Code section 54952.2(c)(2);
- (e) A meeting of any multi-jurisdictional governmental body on which the General Manager serves as the District's designated representative; or
- (f) Any meeting attended, or service provided, on a given day at the formal request of the District Board of Trustees and for which the District Board of Trustees approves payment of In Lieu of Allowance stipend.

Section 206. Travel and Payment of Expenses While on Official Business

206.1 Travel and Payment of Expenses While on Official Business will be approved if:

- (a) There is a substantial benefit to the residents of Alameda County;
- (b) It includes discussion of the community's concerns with local, regional, state, and federal officials;
- (c) There is participation in local, regional, state, and national organizations whose activities affect the District;
- (d) Educational seminars are attended designed to improve officials' skill and information levels; and
- (e) Public service, team building, or leadership is promoted with service to ACMAD.

Section 207. ACMAD Expense Policy

The following policy governs expenditures of District funds and reimbursement of expenses:

207.1 Authorized Expenses. District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized District business. The following types of expenses generally constitute authorized expenses, as long as the other requirements of this policy are met:

- (a) Expenses associated with communicating with representatives of regional, state, and national government on District adopted policy positions;
- (b) Expenses associated with attending educational seminars designed to improve officials' skill and information levels;
- (c) Expenses associated with participating in regional, state and national organizations whose activities affect the District's interests;
- (d) Expenses associated with attending District events;
- (e) Expenses associated with meetings, such as those listed above for which a meeting stipend is expressly authorized under this policy, or
- (f) Expenses associated with legislative and other District-related local, regional, state, and federal agency business, conducted over meals, where each meal expenditure must also comply with the limits and reporting requirements of local, regional, state, and federal law.

207.2 Any expenditures not included in the budget require approval by the District Board of Trustees.

207.3 Examples of personal expenses that the District will not reimburse include, but are not limited to:

- (a) The personal portion of any trip;
- (b) Political or charitable contributions or events;
- (c) Family expenses, including partner's expenses when accompanying official on District-related business, as well as children- or pet-related expenses;
- (d) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf related expenses), or other cultural events;
- (e) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance, or gasoline; and
- (f) Personal losses incurred while on District business.

Any questions regarding the propriety of a particular type of expense should be resolved by the purchasing agent before the expense is incurred.

207.4 Expense Report Content and Submission Deadline. Expense reports must document that each expense claimed has met the requirements of the policy. For example, if the meeting is with a legislator, the local agency official should explain whose meals were purchased, what issues were discussed and how those relate

to the District's adopted legislative positions and priorities. Trustees and employees must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the required documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the individual.

- 207.5 Reports to Governing Board. At the following District Board meeting, each official shall provide a brief oral or written report on meetings or functions attended at District expense. If multiple District representatives attended, a joint report may be provided.
- 207.6 Compliance with Laws. District officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.
- 207.7 Violation of this Policy. Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges, (2) demand for restitution to the District, (3) the District's reporting the expenses as Trustee or employee income to state and federal tax authorities, and (4) prosecution for misuse of public resources.

Section 208. Cost Control

To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines.

- 208.1 Transportation. District personnel are expected to use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route. ~~If~~ in the event that a more expensive transportation mode or route is used, the cost borne by the District will be limited to the cost of the most economical, direct, efficient, and reasonable mode of transportation. District personnel are encouraged to use public transit when available and feasible and to carpool/ride share when several people are traveling to the same event by automobile. Automobile mileage is reimbursable at Internal Revenue Service prevailing rates in effect. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. Parking, tolls, and other similar expenses relating to travel by auto are reimbursable if necessarily incurred in connection with a meeting or function authorized under this policy.
- 208.2 Lodging. Lodging costs will be reimbursed or paid for by the District when travel on official District business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging costs should not exceed any group rate published by the conference sponsor for the meeting in question. In any

event, lodging expenses should be moderate, taking into account community standards and prevailing lodging costs for the area.

- 208.3 Meals. Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. A helpful source of guidance is Internal Revenue Service per diem rates for meals and incidental expenses, which include adjustments for higher cost locations. Alcohol/personal bar bills are not an appropriate use of District resources and will not be reimbursed.
- 208.4 Telephone/Fax/Mobile. Individuals will be reimbursed for actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business.
- 208.5 Airport Parking. Long-term parking should be used for travel exceeding 24 hours.
- 208.6 Cash Advance Policy. From time to time, it may be necessary for a District representative to request a cash advance to cover anticipated expenses while traveling or doing business on the District's behalf. Such request for an advance should be submitted to the General Manager at least 14 days prior to the need for the advance with the following information:
- (a) The purpose of the expenditure(s);
 - (b) The benefits of such expenditure to the residents of District;
 - (c) The anticipated amount of the expenditure(s) (for example, actual or expected hotel rates, meal costs, and transportation expenses); and
 - (d) The dates of the expenditure(s).

Any unused advance must be returned to the District treasury within two business days of the official's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

- 208.7 Credit Card Use Policy. The District does not issue credit cards to individual Trustees, but does have credit cards for selected District expenses. Trustees may use the District's credit card for such purposes as airline tickets and hotel reservations by following the same procedures as for cash advances. Receipts documenting expenses incurred on the District credit card and compliance with this policy must be submitted within five business days of use. District credit cards may not be used for personal expenses, even if the Trustee or employee subsequently reimburses the District. Purchasing agents have a credit card. Employees can purchase items approved in the budget. Employees are responsible for submitting their receipts to the Districts credit card portal. ~~Receipts are given to the Office Assistant or Administrator.~~ The receipts are reconciled to the statements and then recorded to the general ledger. Disbursement goes through the warrant process noted above.

- 208.8 In the event circumstances should arise appearing to warrant deviation from these policies, the General Manager shall secure the approval of the Board before making any changes.

Section 209. Conference Policy

- 209.1 Out of State National Mosquito Control Conference. The General Manager or their delegate, trustees, and limited staff may be permitted to attend.
- 209.2 Mosquito and Vector Control Association of California (MVCAC) Conference - Outside of the Bay Area. The General Manager may require certain staff to attend. Any additional staff may request approval, and this approval will be based on workload and conference involvement.
- 209.3 MVCAC - Within the Bay Area. The General Manager may select any number of District personnel to attend such sessions as ~~he or she~~ they may designate from which, in their opinion, the employees and the District would derive the most benefit.
- 209.4 MVCAC Seminars and Workshops. Trustees are encouraged to represent the District at MVCAC seminars, workshops, committee meetings and regional meetings. Approved cost for registration, travel, lodging, and meal will be reimbursed.

Section 210. Loss or Damage to Personal Property

The District will not be responsible for loss or damage to personal items when the loss or damage incurred was not work-related. Each occurrence of loss or damage to the employee's personal property will be reviewed by the Board on a case-by-case basis.

Section 211. Policy for Disposition of Fixed Assets

- 211.1 Fixed assets of \$5,000 or greater current value are considered Capital Assets, have an expected useful life of three years or greater, and must have Board approval before disposal. Disposal of other fixed assets must be approved by the General Manager.
- 211.2 Disposition of fixed assets may be initiated by a Purchasing Agent. A disposal form must be completed by the initiator and approved by the General Manager and Board, consistent with District policy, before the item is disposed of, salvaged, or sold. Money received through the disposition of fixed assets shall be deposited in the Repair and Replace Fund.

Section 212. Policy on Petty Cash

The District shall maintain a petty cash fund of \$500 to be used for incidental District expenditures. All reimbursements to employees must be approved by the General Manager, and the transaction documented by pre-numbered voucher with attached receipt of purchase and signed employee request for reimbursement form. The fund disbursements shall be reviewed by the Board.

Section 213. Fraud Policy

- 213.1 Designated positions as defined in appendix 100-1 are responsible for the detection and prevention of fraud, misappropriations, and other irregularities. "Fraud" is defined as the intentional, false representation, or concealment of a material fact for the purpose of inducing another to act upon it to their injury. Those defined as a designated position will be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indication of irregularity. Any fraud that is detected or suspected must be reported to the General Manager or alternatively, to the Finance Committee, who coordinates all investigations.
- 213.2 Actions Constituting Fraud. The terms "fraud," "embezzlement," "misappropriation," and other fiscal irregularities refer to, but are not limited to:
- (a) Any dishonest or fraudulent act;
 - (b) Forgery or alteration of any document or account belonging to the District;
 - (c) Forgery or alteration of a check, bank draft, or any other financial document;
 - (d) Misappropriation of funds, securities, supplies, equipment, or other assets;
 - (e) Impropriety in the handling or reporting of money or financial transactions;
 - (f) Disclosing confidential and proprietary information to outside parties;
 - (g) Accepting or seeking anything of material value from contractors, vendors, or persons providing goods or services to the District;
 - (h) Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment; or
 - (i) Any similar or related irregularity.
- 213.3 Investigation Responsibilities. The District Finance Committee has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. The Finance Committee may utilize whatever internal and/or external resources it considers necessary in conducting an investigation. If an

investigation substantiates that fraudulent activities have occurred, the Finance Committee will issue reports to the appropriate personnel, and if appropriate, the District Board of Trustees. Decisions to prosecute or refer the investigation results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final dispositions of the case.

- 213.4 Confidentiality. The Finance Committee will treat all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the General Manager or the Finance Committee immediately, and should not attempt to personally conduct investigations or interviews related to the suspected fraudulent act. (See Reporting Procedures in Section 213.6, below.) Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important ~~in order~~ to avoid damaging the reputations of persons suspected, but subsequently found innocent of wrongful conduct and to protect the District from potential civil liability.
- 213.5 Investigation Authority. Members of the District Finance Committee will have free and unrestricted access to all District records and premises and authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises, without the prior knowledge or consent of any individual who may use or have custody or any such items or facilities, when it is within the scope of the Committee's investigations.
- 213.6 Reporting Procedures. Care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is underway.

An employee who discovers or suspects fraudulent activity will contact the General Manager or the Finance Committee immediately. Alternatively, the employee may use the Employee Risk Management Authority (ERMA), a part of the VCJPA self-insurance group coverage. Call Employee Reporting Line at 1-877-651-3924 to make an anonymous report. This line is monitored 24 hours a day.

The employee or other complainant may remain anonymous to the extent that the law will allow. All inquiries concerning the activity under investigation from the suspected individual(s), their legal counsel, or any other inquirer should be directed to the Finance Committee or District legal counsel. No information concerning the status of an investigation will be given out. The proper response to any inquiry is, "I am not at liberty to discuss this matter."

The individual making the report should be counseled to not contact the suspected individual in an effort to determine facts or demand restitution and to not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the District legal counsel or the Finance Committee.

Section 214. Security

- 214.1 Accounting Security. Petty cash is stored in a locked file cabinet. The General Manager ~~and~~ or ~~their~~ designee will be the only employee(s) with keys to the petty cash cabinet.
- 214.2 Access to Electronically Stored Accounting Data. It is the policy of the District to utilize passwords to restrict access to accounting software and data. Only duly authorized accounting personnel with data input responsibilities will be assigned passwords that allow access to the system.
- 214.3 Storage of Backup Files. It is the policy of the District to maintain back-up copies of electronic data files. Access to back-up files shall be limited to individuals authorized by management.
- 214.4 General Office Security. During normal business hours, all visitors are required to check in at the front ~~counter~~. After hours, a key and security passcode are required for access to the District's office. Keys are issued only to employees (and janitorial services).

Section 215. Financial Transactions

- 215.1 Warrant Authorization Signers. Warrant Requests require two signatures from the following group: Board Members and the General Manager or their designee.
- 215.2 Electronic Funds Transfers. The General Manager is authorized to transfer funds between reserve accounts, the general fund, and any vendors where electronic payments are a more efficient process. The General Manager will get pre-approval via the warrant authorization process in the previous section.
- 215.3 Cash Receipts. When miscellaneous checks come in the mail, staff will deposit the funds to the transfer account, which will then be transferred to the Districts Operational Fund. ~~prepare a deposit form and mail to the general fund with the check.~~ The District ~~keeps a copy of the~~keeps the check for records. All revenue shall be entered in the ledger.
- 215.4 Bank and Cash Account Reconciliations. The Payroll account, transfer account, and reserve accounts are reconciled monthly. The general fund ledger detail and VCJPA statements are reconciled quarterly. ~~Reserve accounts and VCJPA statements shall be reconciled once a year at the end of the year. The general fund cash general ledger detail is reconciled as soon as it is received. The Payroll imprest account is reconciled monthly.~~

Section 216. Liabilities and Assets

- 216.1 Pension Liability. The District's retirement fund shall be at least 80% funded.

- 216.2 Capital Assets. The Financial & HR Specialist maintains a capital depreciation schedule. Items valued over \$5,000 are placed on the depreciation schedule. Disposal or sale of capital assets on this schedule must have Board approval.

Section 217. Payroll and Benefits

- 217.1 The District uses a third party administrator (TPA) for payroll. Payroll is paid bisemi-monthly. The TPA prepares and files the 941 and DE6 forms. ~~The TPA delivers payroll checks to the District. Employees have the option to have direct deposit handled by the TPA.~~
- 217.2 Payroll will be recorded to the general ledger twice a month. Payroll is paid out of a separate imprest bank account. ~~Employees enter time into the District database. The reports are reviewed monthly by the management staff.~~
- 217.3 ~~Administrative/Finance Manager prepares~~Financial & HR Specialist prepares a payroll spreadsheet that is approved and signed by the General Manager, ~~or their designee~~. This report is support for the transfer of funds from the ~~County cash Operational Fund account~~ to the payroll account. A float equivalent to one payroll is maintained in the payroll account.

Section 218. District Fund Policy

218.1 Policy Statement

- 218.1.1 The District recognizes the importance of adopting policies for financial reserves and reserve funds that adhere to Government Accounting Standards Board (GASB) guidelines and professional standards/best practices such as those identified by, but not limited to Government Finance Officers Association (GFOA). Written, adopted financial policies regarding designated reserves are a critical element of sound short- and long-term fiscal management. The designation of funds for long-term financial goals is an important element of prudent fiscal management.

218.2 Fund Policy

- 218.2.1 This policy follows the guidelines set in the Governmental Accounting Standards Board ("GASB") Statement No. 54, regarding Fund Balance Reporting and Governmental Fund Type Definitions.
- 218.2.2 In order to achieve the objectives of this policy, the Board of Trustees shall adhere to the guidelines as set forth herein.
- 218.2.3 Funds may be established from time to time by the Board of Trustees as an important component of sound financial management to meet

both short- and long-term financial objectives, and to ensure prudent financial management practices.

218.2.4 Classification of Funds. Funds may be designated by the Board of Trustees as “restricted” or “non-restricted.” These classifications are defined under GASB 54 as follows:

- (a) Restricted Funds shall be segregated and limited in use to specific and designated purposes as defined and established by the Board of Trustees. According to GASB 54, Restricted Funds are those that are constrained to specific purposes by the constitution, external resource providers (such as grantors, bondholders, and higher levels of government), or through enabling legislation. Examples of Restricted Funds, but not limited to, are pension stabilization and Other Post-Employment Benefits (OPEB).
- (b) Non-restricted Funds may be classified as “Committed” or “Assigned.” These funds do not require the physical segregation of funds, but may be segregated if desirable.
- (c) Committed Funds are defined by GASB 54 as those that are constrained to specific purposes by a formal action of the agency’s highest-level decision-making authority (the District’s Board of Trustees). Committed Funds cannot be used for any other purpose, unless the District takes the same highest-level action to remove or change the constraint. The District’s Committed funds include the Public Health Emergency, Repair and Replace, Operating Reserve, and Capital Reserve funds.
- (d) Assigned Funds are defined as those that are intended for a specific purpose, but do not meet the criteria to be classified as Restricted or Committed. Intent can be expressed by the Board of Trustees or by an official or body to which the Board of Trustees delegates the authority. The District currently has no Assigned Funds.

~~218.2.5 Investment earnings from Restricted and Non-Restricted Funds shall be credited to the District General Fund, unless otherwise stated herein.~~

218.2.65 Approval by the District’s Board of Trustees shall be required prior to the expenditure of Restricted or Committed Funds. Approval shall be determined by action at a public meeting of the Board.

218.2.76 The Board of Trustees shall maintain a written Fund Policy.

218.2.87 The Board of Trustees shall annually review the District Policy at a public meeting ~~in order~~ to determine appropriate changes, additions, and/or deletions.

218.3. Funds

218.3.1 The Board of Trustees hereby establishes and **commits** the following funds:

(a) Public Health Emergency Fund. Appendix 200-1.

(b) Repair and Replace Fund. Appendix 200-2.

(c) Operating Reserve Fund. Appendix 200-3.

(d) Capital Reserve Fund. Appendix 200-4.

218.3.2 The Board of Trustees hereby establishes and **restricts** the following funds:

(a) Pension Stabilization Fund. Appendix 200-5.

(b) Other Post-Employment Benefits (OPEB) Fund Appendix 200-6

218.4. Target Fund Levels

218.4.1 The Board of Trustees shall establish a stated target fund level for each designated fund.

218.5. Annual Evaluation

218.5.1 The General Manager shall perform a review and analysis of each designated fund for presentation to the Board of Trustees at a public meeting upon the occurrence of the following:

(a) Upon consideration by the Board of Trustees of the annual budget;

(b) Upon any significant change to and/or expenditure(s) from a designated fund; or

(c) Upon determination that a fund balance is less than the established target fund level for a designated fund.

218.6 Investment Authority

218.5.2 The District's investment program is derived from California Government Code Section 53607. The Board of Trustees retain ultimate fiduciary responsibility for the portfolio. Therefore, the Finance Committee and Board of Trustees shall receive monthly reports. The Finance Committee shall review policy 218 annually and provide feedback on the liquid assets investment strategy.

The Board has delegated the primary responsibility for the District's investment program and the authority to make investments on behalf of the District to the General Manager. Pursuant to Government Code Section 53607, this delegation shall be reconsidered during Policy 218's review.

Such investments shall be limited to the instruments authorized under applicable law, including California Government Code Sections 53601 and 53635, and includes only transfers between existing investment instruments utilized by the district. Unless removed by the General Manager, the District's Financial & HR Specialist has the authority to access online financial information from the asset manager.

APPENDIX 200-1

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT PUBLIC HEALTH EMERGENCY FUND

Purpose of Fund:

The purpose of the Public Health Emergency Fund is to mitigate the financial impact of unusually high levels of vector-borne disease activity or prevent a future threat to public health from a newly detected invasive mosquito species.

Policy:

~~To In order to~~ achieve the objectives of this policy the Board of Trustees shall adhere to the following guidelines:

1. This fund shall be known as the “Public Health Emergency Fund.”
2. The Public Health Emergency Fund shall be designated as a Committed Fund.
3. These funds will be used to replenish operating cash flow in the General Fund should circumstances cause the District to incur greater than normal expenses to prevent or manage an imminent threat to public health from vectors and vector-borne disease.
4. Expenditure of Public Health Emergency Funds must be authorized by the Board of Trustees at a publicly noticed meeting.
5. Expenditures from this designated fund that are subsequently recovered, either partially or fully, from State sources, shall be utilized solely for the purpose of refunding the Public Health Emergency Fund.
6. Investment earnings from the Public Health Emergency Fund may be credited to the District’s General Fund.
7. The Public Health Emergency Fund may be invested in financial institutions and instruments that maintain the highest level of liquidity, such as checking, savings, and interest earning savings accounts.
8. Annual replenishment will vary, depending upon other designation requirements and current year expense requirements.
9. This policy shall be reviewed on an annual basis for long-term adequacy and use restriction.

Target Fund Level:

The target balance of this fund is based on an estimate of likely operational needs should

the most likely public health threat scenario become reality. This target balance will be reviewed annually and adjusted as needed to remain current. However, it is recognized that having a minimum fund balance of \$500,000 would be prudent.

APPENDIX 200-2

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT REPAIR AND REPLACE FUND

Purpose of Fund:

The purpose of the Repair and Replace Fund is to set aside sufficient financial resources to ensure timely replacement and upgrade of the District's vehicles, mobile equipment, laboratory equipment, operational equipment, administrative equipment, and facilities.

Policy:

~~In order to~~To achieve the objectives of this policy the Board of Trustees shall adhere to the following guidelines:

1. This fund shall be known as the "Repair and Replace Fund."
2. The Repair and Replace Fund shall be designated as a Committed Fund.
3. These funds will be used to pay for capital assets according to the District budget and purchasing policies.
4. Each year, funds can be transferred from the Repair and Replace Fund to the General Fund to cover the cost of capital purchases designated and approved during the annual budgeting process.
5. Funds transferred from the Repair and Replace Fund shall be expended solely for the purpose of replacement, repair, and upgrade of existing District vehicles and equipment, or for renovations or replacement of District facilities.
6. The Repair and Replace Fund may be invested in financial institutions and instruments that maintain the highest level of liquidity, such as checking, savings, and reserve accounts.
7. Investment earnings from the Capital Improvement Fund may be credited to the District's General Fund.
8. Annual replenishment will vary, depending upon other designation requirements and current year expense requirements.
9. This policy shall be reviewed on an annual basis for long-term adequacy and use restriction.

Target Fund Level:

The target balance for this fund is determined by the District's capital asset replacement program and the total cumulative depreciation for the District's capital assets as stated in the District's Basic Financial Statements prepared by the auditor each year. This target

will be reviewed annually and adjusted as needed with the additions, deletions, or replacements of capital assets. A more thorough review shall be completed every 5 years to update the escalation rates, the discount rate, net present value, and overall cash flow required to extend the replacement plan another 5 years. This fund shall be funded in order of preference in 3 or 4-year installments, a lump sum payment, or pay as you go.

APPENDIX 200-3

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT OPERATING RESERVE FUND

Purpose of Fund:

This fund ~~would~~will act as a rate stabilizer, covering unforeseen losses in revenue caused by drastic reductions in property taxes. ~~This fund~~and will preserve the District's credit worthiness, ensure adequate financial resources are available for timely payment of District obligations, and provide liquidity throughout the fiscal year.

Policy:

~~In order to~~To achieve the objectives of this policy the Board of Trustees shall adhere to the following guidelines:

1. The fund shall be known as the "Operating Reserve Fund."
2. The Operating Reserve shall be designated as a Committed reserve fund.
3. Each year, funds can be transferred from the General Fund to the Operating Reserve Fund to ensure the target fund balance is met.
4. Funds transferred from the Operating Reserve Fund shall be expended solely for the purpose covering unforeseen losses in revenue caused by drastic reductions in property taxes.
5. Investment earnings from the Operating Reserve Fund may be credited to the District's General Fund.
6. Annual replenishment will vary, depending upon other designation requirements and current year expense requirements.
7. This policy shall be reviewed on an annual basis for long-term adequacy and use restrictions.

Target Fund Level:

The target fund level for the Operating Reserve Fund is to maintain a minimum equal to 60% of discretionary General Fund revenues, as of July 1st of each fiscal year. If underfunded, 25% of excess revenues will be deposited into the Operation Reserve Fund. This target fund level was established based upon the following general guidelines:

1. The District shall maintain a balance in the Operating Reserve Fund equal to approximately 60% of budgeted expenditures for the fiscal year.
2. For the purpose of this policy, budgeted expenditures shall include all expenditures associated with the following:

- (a) Salaries and Employee Benefits; and
- (b) Services and Supplies.

APPENDIX 200-4

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT CAPITAL RESERVE FUND

Purpose of Fund:

The purpose of the Capital Reserve Fund is to set aside money for large projects rather than withdrawing those funds from the general fund account. Projects may include future capital assets that are ineligible for repair and replace funding such as flooring and painting, or adding new capital assets that are not listed in the capital asset replacement program.

Policy:

~~In order to~~To achieve the objectives of this policy the Board of Trustees shall adhere to the following guidelines:

1. This fund shall be known as the “Capital Reserve Fund.”
2. The Capital Reserve Fund shall be designated as a Committed Fund.
3. These funds will be used to finance large projects that may be identified in the strategic plan.
4. Each year, funds can be transferred from the General Fund to Capital Reserve Fund to ensure the target fund balance is met.
5. Funds transferred from the Operating Capital Reserve shall be expended solely on capital projects that have been identified in the strategic plan
6. This policy shall be reviewed on an annual basis for long-term adequacy and use restriction.

Target Fund Level:

The target balance of this fund is based on large future capital project needs. This target balance will be reviewed annually and adjusted as needed to remain current. If underfunded, 25% of excess revenues will be deposited into the Capital Reserve Fund.

APPENDIX 200-5

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT PENSION STABILIZATION FUND

Purpose of Fund:

The purpose of the Pension Stabilization Fund is to ensure that increasing pension costs are offset by investments in interest-earning accounts.

Policy:

~~In order to~~To achieve the objectives of this policy the Board of Trustees shall adhere to the following guidelines:

1. This fund shall be known as the "Pension Stabilization Fund."
2. The Pension Stabilization Fund shall be designated as a Restricted Fund.
3. These funds will be used to offset increases in pension costs from unfunded liabilities.
4. The Pension Stabilization Fund will be invested in financial institutions that restrict the funds for only pension-related expenses.
5. This policy shall be reviewed on an annual basis for long-term adequacy and use restriction.

Target Fund Level:

The target balance of this fund is based on the annual CalPERS actuarial report of unfunded liability. This target balance will consider funds in CalPERS combined with the amount in PARS to not exceed 100% of liabilities. If under-funded, 25% of excess revenues will be deposited into the PARS 115 Trust.

Withdrawal:

Withdrawals may be considered ~~in the event of~~when:

1. Pension costs affecting operational costs;
2. ~~If~~the growth of pension contribution rates (in dollars) is greater than the growth in property tax revenue;
3. Paying off specific pension liabilities that will result in interest savings greater than interest earnings on the Trust Fund;
4. Economic conditions or fiscal demands arise, e.g. non-discretionary expenditures exceeding revenues.

APPENDIX 200-6

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT OTHER POST-EMPLOYEE BENEFITS (OPEB) FUND

Purpose of Fund:

The purpose of the Other Post-Employee Benefits (OPEB) Fund is to ensure that agreed-upon health, dental, and vision benefits to retired employees will be fulfilled.

Policy:

~~In order to~~To achieve the objectives of this policy the Board of Trustees shall adhere to the following guidelines:

1. This fund shall be known as the "Other Post-Employee Benefits (OPEB) Fund."
2. The Other Post-Employee Benefits (OPEB) Fund shall be designated as a Restricted Fund.
3. These funds will be used to annually replenish expenses occurred in the General Fund used to provide health, dental, and vision benefits to qualified retired employees along with fund management.
4. The Other Post-Employee Benefits (OPEB) Fund will be invested in financial institutions that restrict the funds for only OPEB-related expenses.
5. This policy shall be reviewed on an annual basis for long-term adequacy and use restriction.

Target Fund Level:

It is the intent of the District to fully fund the OPEB. The funded status of the OPEB will be assessed based upon the most recent actuarial valuation. Should the plan drop below 90% funded, the District shall consider making an annual contribution equal to at least 50% of the annual determined contribution (ADC) as defined by the most recent actuarial valuation (or whatever percentage the District deems appropriate) from excess revenues. Additionally, the District will review this policy at a minimum biennially, coincident with preparation of the actuarial valuation, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits.

Withdrawal:

Annual withdrawals are calculated after the close of the fiscal year by adding the prior year's retiree health care, dental, and vision costs along with retiree reimbursements and US Bank and PFM administrative fees.

CHAPTER 300. SALARIES AND WORKING CONDITIONS OF EMPLOYEES

Section 301. Salaries

301.1 Compensation Plan

301.1.1 The District has developed a compensation plan that is intended to achieve and support the following goals and objectives:

- (a) ~~The plan~~To enables the District to recruit and retain highly qualified employees;
- (b) ~~The plan~~To provides equitable salaries within a structure where positions are paid in appropriate relationship to each other in the organization and comparable agencies;
- (c) ~~The plan~~To recognizes employee performance and motivates employees to improve their level of performance on the job; and
- (d) ~~The plan is~~To be flexible in administration.

301.1.2 Salaries, benefits, and working conditions are subject to the meet and confer process with recognized employee bargaining units. In establishing a framework for review of compensation, the District ~~takes into account~~considers compensation in place in Alameda County as well as adjacent mosquito abatement districts, unless otherwise modified through the bargaining process.

301.1.3 The compensation of the General Manager shall be considered independently of other District positions.

301.2 Salary Steps

301.2.1 Entry-level field personnel shall be hired at the position of Assistant Mosquito Control Technician or Assistant Vector Scientist for a minimum of six months and until certification as a Vector Control Technician is received, at which time they shall advance to the position of Mosquito Control Technician or Associate Vector Scientist. The salary for the position of Assistant Mosquito Control Technician and Assistant Vector Scientist is approximately 5% below step 1 of Mosquito Control Technician and Associate Vector Scientist respectively.

301.2.2 The positions of Mosquito Control Technician, Associate Vector Scientist, ~~Financial & HR Specialist, Public Outreach Coordinator, Lab Director, and Field Operations Supervisor~~and all other personnel

consist of a series of salary ranges, each containing five steps. Each step is approximately 5% above the preceding step in that range.

~~301.2.3 The positions of IT Director, Regulatory & Public Affairs Director, and Mechanical Specialist consist of a series of salary ranges, each containing five steps. Each step is approximately 2.5% above the preceding step in that range.~~

301.2.43 For each salary range, the first step is considered the entrance rate and the top step the maximum. Possible exceptions, for example, are that the General Manager finds merit, the candidate possesses exceptional skills or qualifications that would be highly beneficial to the District, or due to the difficult nature of the recruitment, few qualified candidates were available, and it is necessary to hire at an advanced step ~~in order~~ to obtain a person to fill the vacancy. Ordinarily, new employees would start at the minimum rate and progress to the second step after six months of satisfactory service. The third step is achieved after an additional six months of satisfactory service. Each remaining step is reached after one year of satisfactory service at the preceding step, except the Mosquito Control Technician and Associate Vector Scientist Positions step 5 which may qualify to apply for the Vector Biologist and Vector Scientist positions after six months.

301.2.54 The position of Vector Biologist consists of two steps and Vector Scientist consists of three steps. Each step is approximately 5% above the salary range of the previous step and can be achieved after one year of satisfactory service or if, for example, ~~that~~ the General Manager finds merit, the candidate possesses exceptional skills or qualifications that would be highly beneficial to the District, or due to the difficult nature of the recruitment, few qualified candidates were available, and it is necessary to hire at an advanced step in order to obtain a person to fill the vacancy.

301.2.65 If an employee is promoted or changes position in the District service to another position in a higher salary schedule, the salary shall be the amount provided in the schedule step for the new position, which is at least one step higher than the amount received in the former position, but may not exceed the salary schedule. Such salary will be pro-rated from the effective date of promotion to the end of the subject pay period. The date of promotion or advancement will be the new anniversary date established for the employee for purposes of evaluation and advancement in the salary range.

301.2.76 The Board may provide for longevity pay as agreed upon in the Employees' Association Memorandum of Understanding.

301.3. Workweek and Pay Days

- 301.3.1 The standard workweek is defined as any consecutive seven-day period beginning at 12:00 a.m. of any Sunday and ending at 11:59 p.m. the following Saturday.
- 301.3.2 Established paydays for the District are the 15th and last working day of the month. Wages earned between the 1st and 15th days, inclusive of any calendar month, must be paid no later than the 26th day of the month during which the labor was performed, and wages earned between the 16th and the last day of the month must be paid by the 10th day of the following month.

301.4. Alternate Workweek

- 301.4.1 The General Manager may approve an alternate work schedule (including a 9/80 schedule, a 4/10 schedule, or some other alternate schedule based on a 40-hour workweek) for individual employees based on staffing needs, the employee's performance, and the nature of the position. An alternate work schedule for an employee may be implemented at the sole discretion of the General Manager and may be thereafter modified or eliminated as needed at any time by the General Manager.
- 301.4.2 Employees approved to work an alternate 9/80 work schedule will work nine (9) hours for four fixed days in each workweek and eight (8) hours the remaining day of one workweek. The employee will be off work on the remaining day in the other workweek. As such, during the two-week work period, the employee will work a total of 44 hours one calendar week and 36 hours the other calendar week, with the hours worked split between two workweeks as defined in Section 301.4.3, below.
- 301.4.3 The Fair Labor Standards Act (FLSA) workweek for employees on the 9/80 work schedule will begin and end four hours into the day of the week the employee is normally scheduled to have a day off. Using this method, an employee will work a total of 40 hours during each scheduled workweek. Overtime and compensation time apply to non-exempt employees for hours worked beyond 40 in any established workweek.
- 301.4.4 The employee will be eligible to request an alternate work schedule, subject to the recommendation of their supervisor and the approval of the General Manager.
- 301.4.5 The employee will continue accruing vacation and sick leave hours at the same rate as before being assigned to an alternate work schedule. An employee who is using vacation or sick leave will be charged the number of hours used.

301.4.6 Compensation for holidays will not change when an employee is assigned to an alternate work schedule. Employees normally receive eight hours of holiday pay when assigned to a standard 40 hour per week work schedule. Under the alternate work schedule option, an employee will continue to receive eight hours of holiday pay. If the holiday falls on a day when the employee is scheduled to work more than eight hours, the employee may use their accrued compensatory time off time or vacation time to make up the difference. If the holiday falls on a day when the employee is not scheduled to work, the eight hours will be added to the employee's accrued time off.

301.5 Working Hours

301.5.1 Established hours of District operation are between 7 a.m. and 5:30 p.m., Monday through Friday. Reporting times, defined as the time when employees are expected to be present and ready to start work, may vary based on the specific job requirements. The supervisor will establish the reporting times for each group of employees.

301.5.2 Employees must be present at their job during the "core hours" of 8 a.m. to 11 a.m. and 1:30 p.m. to 3:30 p.m., unless their supervisor and/or the General Manager modifies those hours. For employees approved to use an alternate work schedule, the employee and the employee's supervisor will establish the work hours for the employee based on established guidelines and as determined by the supervisor and General Manager.

301.5.3 Each employee is provided a 30-minute unpaid meal period on any workday the employee works longer than six hours.

301.5.4 Employees are entitled to take one 10-minute rest period for every four hours of work. Rest periods may not be combined with the 30-minute meal period or be used to arrive late to work or leave work early.

301.5.5 Employees are expected to arrive at work at their regularly scheduled reporting time.

(a) — If an unforeseen delay results in arriving at work 15 minutes past the regularly scheduled reporting time, the employee is expected to contact their supervisor and either make that time up or request time off.

301.6 Overtime

301.6.1 "Overtime work" for a non-exempt employee is hours worked over 40 hours in any one workweek. For the purpose of calculating overtime, holidays are considered work hours. Vacation and sick hours taken during the workweek will not be credited towards overtime hours.

Overtime must be for definite work performance that was ordered and approved by the supervisor or General Manager. The General Manager or authorized designee may authorize overtime work during Saturdays, Sundays, or holidays for any or all personnel.

301.6.2 Overtime work shall be compensated at the rate of one and one-half times the base hourly rate for each hour worked in excess of 40 hours in a workweek and two hours for each hour worked on a holiday that is recognized by the District. Overtime may be paid in cash, or accrued as compensatory time off (CTO) as set forth in Section 301.7, below.

301.7 Compensatory Time Off (CTO)

301.7.1 Compensatory time off (CTO) may be granted to those non-exempt employees who work overtime as provided in Section 301.6 above, and with whom the District has a prior agreement or understanding that the employee will accept CTO in lieu of cash payment for overtime.

301.7.2 Compensatory time off is earned at the overtime rate (one and one-half hour for each hour worked in excess of 40 hours in a workweek and two hours for each hour worked on a holiday that is recognized by the District).

301.7.3 Employees are encouraged to use their accrued CTO, and the District will make every effort to grant reasonable requests for the use of CTO when sufficient advance notice is given and the workplace is not unduly disrupted.

301.7.4 The maximum number of CTO hours that an employee may accrue is 240. Any employee who has reached this maximum will not work any additional overtime until the employee's accrued compensatory time has fallen below the maximum allowed, unless the employee receives advance written authorization and receives payment in cash for any such additional overtime.

301.7.5 The District reserves the right at any time to pay an employee in cash for any or all accrued compensatory time and/or to require the employee to use accumulated CTO.

301.7.6 Employees who separate from District service for any reason shall be paid for accrued and unused CTO.

301.8 Uniform Allowance

301.8.1 The District ~~shall grant~~provides designated employees a sufficient number of uniforms to maintain an adequate supply for the changes necessary to keep the uniforms clean and in good condition. The District will also provide for a laundry service. The color and type of

uniform will be determined by the General Manager with the cooperation of the employees.

- (a) The uniforms will include the District's insignia placed on the shirts and jackets selected.
- (b) The District shall also furnish each employee with name patches, to be placed on the front of the shirt or jacket so as to be visible at all times. This clothing will be worn during working hours unless specifically exempted by the General Manager. Uniforms will not be modified without permission from the General Manager.

301.8.2 The District, in order to reduce injuries to workers, ~~will~~ provides an allowance not to exceed the limits set by the Board of Trustees to purchase safety boots that meet Cal/OSHA standards for toe and penetration protection. Safety shoes are to be above ankle height. Employees ~~are to~~ will be reimbursed up to the allowance set by the Board upon presenting a receipt of purchase to the District. Employees may have the option of purchasing safety boots at an approved supplier that will bill the District.

All employees of the District working outside of the office are required to wear approved safety boots or other approved footwear. Safety boots are not required for attending meetings, public education events, or continuing education training.

301.9 Professional Development

- 301.9.1 It is the policy of the District to encourage participation by all employees in continuing education. The General Manager is authorized to reimburse employees for job-related education and training.
- 301.9.2 General Manager approval is required for any educational or training course work for which an employee will be seeking reimbursement. Approval must be granted before the course begins.
- 301.9.3 Reimbursement for approved job-related education and training will be processed following successful completion of the course or training, upon presentation of documentation of successful completion, and submission of all associated receipts.
- 301.9.4 Training should be scheduled so that it is not disruptive to the employee's normal job duties.

302. Health and Welfare Benefits

302.1 Health, Dental, and Vision Benefits

302.1.1 As defined in plan documents, health insurance is available to full-time employees of the District as well as eligible members of the employee's family. Dental benefits are available to full-time employees after six months of satisfactory service. The District reserves the right to select and contract with health, dental, and vision insurance providers and to change providers and plans. Impacts associated with changes in health, dental, and vision insurance coverage or carriers will be negotiated with affected employee bargaining groups.

302.1.2 District contributions to health, dental, and vision insurance premiums are negotiated as a part of the bargaining process and are documented in the relevant Memoranda of Understanding and/or Compensation Agreements. Health plan summaries and specific plan information are available from the General Manager or designee.

302.2 Group Term Life Insurance. Full-time regular employees are provided, at District cost, group term life insurance coverage. The General Manager or designee can provide additional information, plan documents, and literature regarding this benefit.

302.3 Unemployment Insurance. Unemployment insurance provides compensation payable to individuals unemployed through no fault of their own and who are actively seeking employment and are available and able to work. The District will adhere to California Employment Development Department (EDD) unemployment insurance requirements for claim responses. The decision to provide an individual with unemployment insurance is solely at the discretion of the EDD. The General Manager or designee can provide additional information regarding this benefit.

302.4 Consolidated Omnibus Budget Reconciliation Act (COBRA)

302.4.1 Employees and dependents who lose group health coverage due to termination of employment or other "qualifying events" (i.e., death of employee, divorce, or separation) may continue health and dental coverage on a self-pay basis under the COBRA option for eighteen (18) months or the limits specified by law.

302.4.2 Upon an employee's termination of employment, the District will issue a Notice of Right to Elect COBRA Continuation Coverage for health care coverage. To continue health care coverage under COBRA, the employee will fill out and sign forms provided by the District. The terminating employee must pay the full cost of coverage, plus the allowable administrative fee, by the deadlines set forth in the Notice.

302.5 Retirement Plan

302.5.1 Classic PERS Members. The District offers a retirement benefit package to all eligible full-time employees through the California Public Employment Retirement System (CalPERS). Full-time employees hired prior to January 1, 2013 and Classic PERS members will be covered under the 2% @ age 55 formula in CalPERS.

New PERS Members. The District offers a retirement benefit package to all full-time employees hired on or after January 1, 2013. New PERS members will be covered under the 2% @ age 62 formula in CalPERS.

302.5.2 In accordance with California Public Employees' Pension Reform Act of 2013 (CalPEPRA), as lawfully applicable, nNew PERS Members will contribute 50% of the cost of the CalPERS contribution rate. Service credit will be credited in accordance with CalPERS plan guidelines. More information on the retirement program can be obtained by contacting the General Manager or designee.

302.6 Social Security. Permanent Regular full or part time eEmployees are not covered under the full federal Social Security program. The District participates in the federal Medicare portion of Social Security for all employees. The employee and the District contribute the mandatory amount into Medicare.

302.7 Workers' Compensation

302.7.1 Employees who are injured on the job, no matter how minor, must report the incident immediately to their supervisor. Failure to follow District procedures may affect eligibility to receive Workers' Compensation benefits.

302.7.2 If an employee has an illness or injury that is either caused by their job, or incurred within the course and scope of their employment, the employee may be entitled to medical care and leave (i.e., time away from the job based on health care provider's orders). These benefits are administered by the District's workers' compensation carrier.

302.7.3 Following the required three-day waiting period, the employee may be entitled to partial wage continuation during time he or she is~~they are~~ off work due to a work-related illness or injury. This partial wage continuation will be in the form of temporary disability payments through the District's workers' compensation carrier.

302.7.4 The injured employee will be allowed to integrate any accrued and unused sick leave, vacation, and compensatory time off with the workers' compensation temporary disability payment to retain the full regular rate of pay. After the employee has exhausted available accrued leave the sole source of income will be the temporary

disability payments through the workers' compensation carrier. Workers Compensation will run concurrently with Family Care Leave.

302.7.5 The District will not allow any form of retaliation against individuals who file a workers' compensation claim.

302.8 Reasonable Accommodation. In compliance with federal and state laws, the District provides reasonable accommodation for employees who are unable to perform the essential duties of their jobs ~~due to illness or injury~~.

- (a) An employee may request an accommodation when ~~an~~ qualifying condition ~~illness or injury~~ limits the employee's ability to perform the essential duties of his or her job. An employee seeking a reasonable accommodation to perform the essential job functions of their job should make such a request, preferably in writing, to the General Manager. The request must identify (a) the job-related functions at issue and (b) the desired accommodation(s).
- (b) The District will consider the request for an accommodation consistent with federal and state laws including, but not limited to, the Americans with Disabilities Act.
- (c) Following receipt of a request for accommodation, the General Manager may require additional information, such as reasonable documentation of the existence of a disabilityqualifying condition.
- (d) The District may require an employee to undergo a fitness for duty examination at the District's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The District may also require that a District-approved health care provider conduct the examination.
- (e) After receipt of reasonable documentation ~~of a disability and/or a fitness for duty report~~, the General Manager will arrange for an interactive discussion, in person or via telephone conference call, with the employee and their representative(s), if any. The purpose of the discussion is to work in good faith to consider fully all feasible, potential, and reasonable accommodations.
- (f) Following the conclusion of the interactive discussion, the General Manager will determine whether reasonable accommodation(s) can be made and the type of accommodation(s) that will be offered. The District may not provide accommodation(s) that would pose an undue hardship upon District finances or operations or that would endanger the health or safety of the employee or others. The General Manager will inform the applicant or employee of their decision as to reasonable accommodation(s) in writing.

- (g) Periodic evaluation of the accommodation will be conducted and the continuance of the accommodation is not guaranteed. An accommodation may be modified or ended at any time with notice.
- (h) If the employee's condition causes the employee to be unable to perform the essential functions of their position even with a reasonable accommodation, the District may separate the employee from employment.

Section 303. Leaves

303.1 Holidays

303.1.1 The District shall provide full-time employees time off with pay for the following recognized holidays:

- (a) January 1st, known as New Year's Day;
- (b) The third Monday in January, known as "~~Dr.~~ Martin Luther King Jr. Day";
- ~~(c) February 12th, known as "Lincoln's Birthday";~~
- ~~(d) The third Monday in February, known as "President's' Day";~~
- (d) March 31st, known as Cesar Chavez Day,
- (e) The last Monday in May, known as "Memorial Day";
- (f) June 19th, known as Juneteenth,
- ~~(f) July 4th, known as "Independence Day";~~
- (g) The first Monday in September, known as "Labor Day";
- ~~(h) September 9th, known as "Admission Day";~~
- (i) The second Monday in October, known as "Indigenous Peoples' Day";
- (j) November 11th, known as "Veterans Day";
- (k) Thanksgiving and the day after Thanksgiving;
- (l) December 24th, known as "Christmas Eve";
- (m) December 25th, known as "Christmas"; and
- (n) Other or alternate holidays agreed upon between the District and employee bargaining groups as documented in the Employees' Association Memorandum of Understanding.

303.1.2 In the event that any of the holidays provided fall on Sunday, the Monday following will be observed, and in the event any of the holidays provided fall on a Saturday, the Friday preceding will be observed.

303.1.3 On July 1st of each calendar year, the District will provide full-time employees one annual floating holiday with no rollover nor cash-out option upon separation.

303.1.4 A day off with pay for full-time employees under this Section shall be recognized as eight (8) hours.

303.2 Vacation Leave

303.2.1 Accrual of vacation leave under the District's vacation plan will be administered as stated below, unless modified by Employees' Association Memorandum of Understanding. The General Manager may increase the rate of accrual for the purposes of recruitment and as a reward for consistent outstanding performance for any employee who is at the top step of the employee's classification wage range.

<u>Years of Employment</u>	<u>Days Vacation Accrued/Month</u>
Beginning of 1 st year through end of 3 rd year	1 day/month =12 days/year
Beginning of 4 th year through end of 7 th year	1 1/4 days/month = 15 days/year
Beginning of 8 th year through end of 12 th year	1 2/3 day/month = 20 days/year
Beginning of 13 th year and after	2 1/12 days/month =25 days/year

303.2.2 The General Manager may determine that the best interest of the District will be served by delaying all or part of the vacation leave.

303.2.3 An employee who has reached the maximum vacation accrual level of two years' allowance will cease accruing vacation until sufficient vacation is taken that the accrual balance is less than the stated maximum, unless otherwise approved by the General Manager.

303.2.4 Vacation credit shall begin on the first day of employment.

303.2.5 Employees who separate from District service for any reason will be paid for accrued and unused vacation.

303.3 Sick Leave

303.3.1 Paid sick leave provides time off without loss of pay for reasons, and under the conditions specified in this policy, as may be modified by MOU or applicable law. The District's Sick Leave Policy conforms to Healthy Families Act of 2014 (CA Paid Sick Leave). Every employee should use sick leave with respect for the intent of the policy and the impact on fellow employees. All employees are responsible for the proper administration of the sick leave provision.

303.3.2 Accrual of paid sick leave is set forth below and may be amended or modified by specific provisions in relevant Memoranda of Understanding and/or adopted Compensation Resolutions.

(a) Regular Full-time Employees: Sick leave with pay will accrue to regular full-time employees at the rate of one work-day/workday for each calendar month of service or according to current

Memoranda of Understanding and/or Compensation Agreements. Sick leave credits will accrue only while an employee is in paid status with the District.

- (b) Part-time and Seasonal Employees: After working a minimum of 30 calendar days for the District, ~~three-five~~ days ~~(or 240 hours, whichever is greater,)~~ of paid sick leave will accrue to part-time, seasonal, and temporary employees for a 12 month period with no rollover. The accrual will be capped at three days or 24 hours.

303.3.3 Approved Sick Leave may be granted to all full-time employees for the following reasons:

- (a) For the diagnosis, care, or treatment of an existing health condition or preventive health care for the employee or a member of the employee's immediate family.
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) To allow a victim of domestic violence and/or a victim of sexual assault to obtain relief or attempt to obtain relief to help ensure their health, safety, or welfare or that of his or her children.
- (d) To allow a victim of domestic violence and/or a victim of sexual assault to seek medical attention, to obtain services from a domestic violence program or psychological counseling, or to participate in safety planning.
- (e) Complication or disability resulting from or contributed to any pregnancy, termination of pregnancy, or recovery therefrom.

303.3.4 Employees are permitted to take up to half of their accrued sick leave to care for a family member (also known as, "Kin Care"). Family member for purposes of Kin Care includes an employee's child, parent or guardian, spouse or registered domestic partner, grandchild, grandparent, and sibling. Employees have the right to designate what type of sick leave they are taking.

303.3.5 After meeting the eligibility and waiting period requirements set forth in this policy, accrued Sick Leave can be taken by eligible part-time, seasonal, and temporary employees for the following reasons:

- (a) The diagnosis, care, or treatment of a health condition or for preventive care of the employee or a member of the employee's immediate family.

- (b) For specified purposes when an employee is a victim of domestic violence, sexual assault, or stalking.
- (c) Sick Leave under this Section can only be taken for an absence from a previously scheduled work shift.

303.3.6 Supervisory personnel are charged with the responsibility for reviewing and evaluating sick leave usage.

- (a) Sick leave misuse or abuse is generally defined as use of sick leave for reasons other than are set forth in this policy. Potential indicators of abuse are:
 - (1) A pattern of sick leave use involving days adjacent to scheduled days off and holidays.
 - (2) Refusal or inability to provide medical substantiation when requested.
 - (3) Frequent absences with vague or questionable substantiation.
 - (4) Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reasons).
 - (5) Other evidence of employee activity that is inconsistent with the legitimate use of sick leave, such as usage higher than the District average for the previous calendar year (deduct serious illness or injury) and two or more indicators above.
- (b) When it is determined by investigation that sufficient evidence exists to demonstrate that an employee has abused or is abusing or misusing the sick leave privilege, the General Manager may ~~cause such take appropriate~~ disciplinary action ~~to occur as deemed appropriate~~ to deter future misuse. If it is found that the claim for sick leave was fraudulent, the claim for sick leave will not be paid. Sick leave taken under Sections 303.3.4 and 303.3.5, above, will not be considered in determining abuse or misuse of the sick leave privilege.

303.3.7 Except for sick leave taken under Sections 303.3.4 and 303.3.5, above, the District may require a health care provider's certificate for absences due to illness when the employee has been put on notice of being suspected of misuse of sick leave and that future absences will require a health care provider's certificate. The health care provider's certificate will be requested at the earliest possible time and prior to the employee's return to work, whenever possible. The request for a health care provider's certification will adhere to 303.3.7 (b).

- (a) Fitness for Duty Exam - Any employee may be required by the General Manager to submit to an examination by a licensed health care provider or psychologist at any time, subject to sufficient cause existing, by the District at its expense in order to determine the state of the employee's health and fitness to perform assigned tasks.
- (b) Privacy laws restrict employers from requesting certain medical or health information. Therefore, if asking for a health care provider's certification or other verification of absence due to illness, the District may ask when the employee is anticipated to return to work, with or without restrictions, but cannot ask for a diagnosis or prognosis.

303.3.8 Paid sick leave provides time off without loss of pay for qualifying reasons. It is a non-vested benefit that carries no cash value. Except as may be provided as Accrual Incentives or Retiree Service Credit in designed Memoranda of Understanding or Compensation Resolutions, there is no provision for a payout of accrued and unused sick leave upon separation from District employment.

If a part time, seasonal, or temporary employee separates and returns within one (1) year of separation, unused sick leave hours will be restored to the employee. If the employee returns after one (1) year of the previous separation, the sick leave hours will not be restored to the employee.

303.4 Voting Time Off

303.4.1 In the event an employee does not have sufficient time outside of working hours to vote in an election, the employee may take a limited amount of time off without loss of pay to vote.

303.4.2 Voting time off should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day.

303.4.3 Employees should notify their supervisor of the need for time off to vote at least three (3) working days prior to Election Day.

303.5 Military Leave

303.5.1 Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the General Manager a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the District may determine when the leave is to be taken

and may modify the employee's work schedule to accommodate the request for leave.

In an emergency situation, if orders are not available at the time of the ordered leave, oral notice should be given as soon as possible, with a copy of the military orders to be provided to the District as soon as it is available.

- 303.5.2 Employees ordered into active federal military duty as a member of the National Guard or Naval Militia will be granted military leave for a period not to exceed five (5) years, unless there is an authorized exemption. Authorized exemptions to the five-year limit include: initial enlistments lasting longer than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls.
- 303.5.3 Employees ordered to temporary active duty, or for training, will be granted military leave for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.
- 303.5.4 Employees will receive District pay while on military leave as outlined by law.
- 303.5.5 The District will continue to pay the District's portion of the cost of Health Insurance for an employee while ~~he or she is~~ on any military leave to the same extent it would if the employee were working, regardless of pay status in accordance with the law.
- 303.5.6 Employees on temporary military leave and who have at least one year of service with the District or at least one year of combined military/District employment service, continue to accrue the same vacation, sick leave, and holiday benefits for up to a maximum of 180 days. This provision also applies to employees who are members of the National Guard.
 - (a) Employees on active military leave are not entitled to accrue sick leave or vacation during the period of Military Leave.
 - (b) Employees who are members of the National Guard and are on active military leave accrue vacation and holiday benefits, but not sick leave, for the first 30 days of active service.
- 303.5.7 An employee returning from active duty after serving in time of war or national emergency must seek reemployment within six months after completing military service, but not later than six months after the end of the war or national emergency. Reemployment rights do not extend to an employee who fails to return to their position within 12 months

after the first date on which ~~he or she~~they could terminate active military service.

(a) An employee on military leave for reasons other than war or national emergency must return to work or seek reemployment as set forth below:

(1) An employee whose military leave lasted from 1 to 30 days must report to the District by the beginning of the first full regularly scheduled work day on the first full calendar day following the completion of the period of service.

(2) An employee whose military service lasted from 31 to 180 days must submit a reemployment application (verbally or in writing) with the District no later than 14 days after the completion of the period of service.

(3) An employee whose military leave lasted more than 180 days must submit a reemployment application (verbally or in writing) with the District no later than 90 days after the completion of the period of service.

(b) An employee who fails to report to work or submit a reemployment application as set forth in this Section may be deemed to be on Unauthorized Leave from the District.

303.6 Family and Medical Care Leave. In accordance with the California Family Rights Act (CFRA), an eligible employee may be granted a leave of absence up to a period of twelve weeks of family and medical leave during a twelve-month period for a qualifying event, or 25 workweeks for a covered military service member. Twelve workweeks mean the equivalent of twelve of the employee's normally scheduled workweeks. The CFRA regulations state that for eligible employees who work more or less than five days a week, or who work on alternative work schedules, the number of working days that constitutes twelve workweeks is calculated on a pro rata or proportional basis. If an employee's schedule varies from week to week to such an extent that an employer is unable to determine with any certainty how many hours the employee would have worked, a weekly average of the hours scheduled over the twelve months prior to the beginning of the leave period is used for calculating the employee's leave entitlement.

303.7 Pregnancy Disability Leave

303.7.1 The District will provide up to four months, or seventeen and one-third (17 1/3) weeks of Pregnancy Disability Leave to eligible employees as required by state law. Pregnancy Disability Leave is without pay.

303.7.2 An employee who has been advised by her health care provider that she is disabled due to pregnancy or a pregnancy-related condition,

and who has provided timely notice of this determination to the District, is entitled to Pregnancy Disability Leave. There is no minimum service requirement for eligibility.

- 303.7.3 Pregnancy Disability Leave is available when a woman is disabled by her pregnancy, childbirth, or a related medical condition. The reasons for leave include:
- (a) time off needed for prenatal care;
 - (b) severe morning sickness;
 - (c) doctor-ordered bed rest; and/or
 - (d) childbirth, recovery from childbirth, and any related medical condition.

A woman does not have to be completely incapacitated or confined to her bed to qualify as being disabled by pregnancy. However, as a general rule, a woman must be, in the opinion of her health care provider, unable to perform one or more essential functions of her job without undue risk to herself or to other persons, or without undue risk to successful completion of her pregnancy.

- 303.7.4 The duration of Pregnancy Disability Leave is limited to four months (17 1/3 weeks) during the period the employee is disabled by pregnancy or a pregnancy-related condition.

- 303.7.5 Pregnancy Disability Leave may be accounted for in increments of no greater than one hour or the increment utilized to account for use of other forms of leave (if the same is less than one hour).

- 303.7.6 An employee disabled by pregnancy is eligible for intermittent or reduced schedule leave if recommended by her treating health care provider.

(a) If intermittent leave is medically advisable, it may be necessary to temporarily transfer the employee to an available alternative position with an equivalent rate of pay and benefits.

(b) The employee must be qualified for the available alternative position.

(c) The equivalent position must better accommodate recurring periods of leave than the employee's regular job.

(d) If there is no available alternative position, the District may consider altering the employee's existing position on a temporary basis to accommodate intermittent leave or reduced schedule.

- 303.7.7 The District will consider temporary reasonable accommodations that are determined to be medically advisable by the employee's health

care provider and reasonable by the District. Temporary accommodations may include:

- (a) Additional leave after the employee has exhausted her right to four months [\(17 1/3 weeks\)](#) of Pregnancy Disability Leave;
- (b) Transfer to a less strenuous or hazardous position if the employee's health care provider states that it is medically advisable, and the employee is qualified for the position;
- (c) Creation of a temporary light-duty assignment, or modification of current job on a temporary basis;
- (d) Modifying the work schedule on a temporary basis; and/or
- (e) Allowing more frequent restroom breaks.

303.7.8 An employee seeking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition shall provide notice of the need for such an accommodation in advance of the needed accommodation, unless such notice is not possible.

- (a) The request for accommodation must include Medical Certification that documents the specific limitations the health care provider has set forth for the employee, as well as the anticipated duration of those limitations.
- (b) The District will engage in an interactive process with an employee seeking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition to identify, discuss, evaluate, and implement accommodations that are consistent with the recommendations of the health care provider.

303.7.9 Employees on approved Pregnancy Disability Leave will be required to exhaust accumulated leave balances before being placed on unpaid leave.

303.7.10 The District will continue to pay the District's portion of the cost of "Health Insurance" for an employee while she is on an approved Pregnancy Disability Leave to the same extent it would if the employee were working, regardless of pay status, for a maximum of four (4) months [\(17 1/3 weeks\)](#).

- (a) "Health Insurance" is defined as medical, vision, and dental insurance. The employee must continue to pay their employee contribution to Health Insurance either through payroll deduction

while using leave balances or by direct payment to the District while on unpaid leave.

- (b) Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. However, the employee shall receive a notice at least 15 days before coverage is to cease, advising that she will be dropped if the premium payment is not paid by a certain date.
- (c) Contribution amounts for all employees are subject to change if rate changes by the provider occur while the employee is on leave.
- (d) The total combined duration of District contribution toward Health Insurance available during unpaid leaves due to any combination of pregnancy disability, the employee's serious health condition, and family care purposes will not exceed twenty-nine and one-third (29.33) weeks in a twelve (12) month period.

303.7.11 Leave available under the California Family Rights Act will not run concurrently with Pregnancy Disability Leave.

303.7.12 When possible, employees are to provide at least thirty (30) days' advance notice of the need for Pregnancy Disability Leave, the need for a temporary reasonable accommodation, or transfer in conjunction with pregnancy, if the need is foreseeable. If such notice is not possible due to a change in circumstances, medical emergency, or other good cause, the employee is required to provide notice as soon as practical.

303.7.13 Medical certification will be required to support the need for Pregnancy Disability Leave or other reasonable accommodation in conjunction with pregnancy or a pregnancy-related condition.

- (a) Medical certification is to be provided by the employee's health care provider and must include:
 - (1) the date on which the employee became disabled due to pregnancy;
 - (2) the anticipated duration of the period of disability; and
 - (3) an explanatory statement that, due to the disability, the employee is unable to work at all, or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

303.7.14 An employee returning from Pregnancy Disability Leave or temporary accommodation shall be reinstated to the same position she held prior to taking leave or undertaking a temporary accommodation in conjunction with pregnancy or a pregnancy-related condition, except as provided below.

(a) The employee may not be reinstated to the exact same position if the employee would not have been employed for reasons unrelated to the leave, such as a layoff.

(b) If the exact same position is not available, the employee will be reinstated to a comparable position. A comparable position is one that is virtually identical to the employee's previously held position, including wages, benefits, working conditions, and shift.

303.7.15 Lactation. In accordance with California Labor Code section 1030, the District shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, shall run concurrently with the employee's regular break time.

In accordance with California Labor Code section 1031, the District will make all reasonable efforts to provide the employee with the use of an an room or other appropriate location, other than the restroom, in close proximity to the employee's work area, for the employee to express milk in private that aligns with the requirements.

303.8 Bereavement Leave

303.8.1 A leave of absence with pay because of death in the immediate family of a person in the District employ, as defined in Section 303.15, below, or following a reproductive loss may be granted by the General Manager for a period not to exceed three-five days.

303.8.2 A reproductive loss event includes a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction effort. For out-of-state funerals, the Board authorizes an additional day (for a total of four days).

303.8.3 Entitlement to a leave of absence under this Section shall be in addition to any sick leave, emergency leave, or any other leave to which the employee may be entitled.

303.9 Jury Duty

303.9.1 The District will grant time off in conjunction with service on a jury in response to a subpoena pursuant to the requirements of the Federal Jury System Improvement Act of 1978 and California Labor Code

section 230. Compensation during authorized jury will be provided pursuant to the terms of this policy, as may be modified by relevant Memoranda of Understanding, or approved Compensation Agreements. Proof of jury duty must be provided to District.

303.9.2 In the event an employee is called for jury duty, no deduction from salary will be made for the absence while serving as a juror or in answering the call for jury duty; provided, however, that the employee shall endorse payments from the Courts for jury duty to the District.

303.9.3 Employees may retain any reimbursement for mileage issued by the Courts in conjunction with jury service.

303.9.4 Employees called to jury duty must report to work before or return to work following their service whenever practical.

(a) If an employee does not have to report to the jury room/court for full days in the midst of their service, ~~he or she is~~they are expected to report to work whenever practical.

(b) An employee's failure to report to work may be considered to be an absence without leave and could be subject to disciplinary action.

(c) Employees who must report for jury duty on their regular days off will not be eligible for jury duty pay. Such service is considered to be a civic duty and not compensable by the District.

303.9.5 In the event an employee is subpoenaed to appear as a witness in a trial related to District business, no deduction from salary will be made for the absence while serving as a witness or in answering the subpoena; provided, however, that the employee shall endorse all payments, if any, for witness duty to the District.

303.10 School Activities Leave

303.10.1 Parents, guardians, grandparents, or individuals serving as parents with custody of minor children are entitled to take up to forty (40) hours of time off work each year to attend school-related activities for the following reasons:

(a) when a student has been suspended and the parent, guardian, or grandparent is required to appear at the school pursuant to the school's request; and/or

(b) to attend designated Child-Related activities. Child-Related activities include: attending school functions, activities and programs; finding, enrolling or reenrolling a child in a school or

with a licensed child care provider; and addressing a child care or school emergency, including closure or unexpected unavailability of the school (excluding planned holidays) or a natural disaster.

- 303.10.2 Except for the need to address a childcare provider or school emergency, the use of School Activities Leave is limited to eight hours per month.
- 303.10.3 The District may require proof of an employee's participation in these activities.
- 303.10.4 The employee must provide reasonable advance notice to ~~his or her~~their supervisor before taking any time off under this policy.
- 303.10.5 Employees must use accrued paid time off for the absence. If the employee does not have any accrued paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any week in which they perform any work for the District that is interrupted by the need for time off under this policy.

303.11 Time Off for Crime Victims

- 303.11.1 Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime.
- 303.11.2 Employees also may take time off if an immediate family member has been a victim of such a crime, and the employee needs to attend judicial proceedings related to the crime.
- 303.11.3 Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the District of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the District with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.
- 303.11.4 Employees will be paid under this section only to the extent they have accrued vacation or compensatory time off available.

303.12 Catastrophic Leave

- 303.12.1 A leave of absence with pay for up to five days annually may be granted in the case of a catastrophic event (such as earthquake, flood,

or fire) that directly impacts the employee or a member of the employee's immediate family as defined in Section 303.15, below. Employees must request and receive approval from the General Manager to receive paid Catastrophic Leave. Catastrophic Leave will be in addition to any other entitled sick, vacation, or other leave benefit.

303.13 Medical Leave Donation Program

- 303.13.1 Any District employee who accrues vacation credit may voluntarily donate those credits to any other District employee if the recipient employee experiences a catastrophic illness or injury and has exhausted all accrued leave credits (i.e., sick leave, vacation, compensatory time off, due to illness or injury, including pregnancy and maternity leave).
- 303.13.2 Employees may donate a maximum of forty (40) hours of vacation per fiscal year in increments of eight hours in support of fellow employees who experience a catastrophic illness or injury. Unused donated time will be returned proportionally to the donors.
- 303.13.3 Donated time will be "banked", using the value of each hour of donated time as the basis for credit.
- 303.13.4 An employee may request a grant of donated time under the program when he/she has a catastrophic illness or injury and has exhausted all accrued paid leave benefits. Grants may be requested when the employee must care for a member of their immediate family under the same conditions. The request must include documentation of the catastrophic illness or injury, the limitations of that condition, and the anticipated duration of the condition.
- 303.13.5 A request for donated time under this program may be submitted by the legal representative or an employee's immediate family member with the employee's authorization. The request must include documentation of the catastrophic illness or injury, the limitations of that condition, and the anticipated duration of the condition.
- 303.13.6 Grants of donated time will be approved by the General Manager, with consideration being given to the amount of available donated time and the demonstrated need of the employee. In no event will a grant of donated time be approved for an employee who has a history or record of sick leave abuse or failure to use accrued leave benefits responsibly.
- 303.13.7 Grants will be awarded as hours from the leave bank. Donated vacation credit may not exceed continuance of the employee's regular rate of compensation.

303.13.8 While an employee is on catastrophic leave using donated time, the employee shall not accrue any vacation or sick leave.

303.13.9 Donations are subject to applicable tax laws. Recipient employees will be responsible for any applicable state and federal income taxes on the donated time. There is no tax liability to donors.

303.14 Leave Without Pay

303.14.1 A leave of absence without pay may be granted by the Board of Trustees upon the request of a District employee and recommendation of the General Manager, but such leave will not be for longer than six months.

303.14.2 Unless otherwise specifically provided in the policies in this Chapter, or set forth in provisions of the Employee's Memorandum of Understanding, the General Manager is directed NOT to pay the health benefits of employees at any time that they are on leave without pay from the District.

303.15 Definition of Immediate Family

303.15.1 The definition of "Immediate Family" shall be consistently applied to all leave policies set forth in this Chapter. The District purposefully elects a broad and consistent definition, which may, in some circumstances, be beyond what is required by law and regulation, to ensure efficient and consistent administration of leave policies.

303.15.2 For purposes of leave administration in this Chapter, "Immediate Family" is defined as an employee's: Spouse (including a lawfully married same-sex spouse), state registered domestic partner, child, (including a biological, adopted, or foster child, legal ward, or a child to whom the employee stands in *loco parentis*) child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, parent-in-law, grandparent, and grandchild.

303.16 Administrative Leave

303.16.1 Exempt employees will be given 40 hours of administrative leave annually on July 1 with no rollover nor cash-out option upon separation.

Section 304. Probation and Performance Management

304.1 Probationary Period

- 304.1.1 The probationary period is regarded as a part of the selection process for regular employees and is utilized for the purpose of determining the employee's ability to perform satisfactorily the essential job duties, with or without reasonable accommodations, prescribed for the position, and determining the employee's ability to work with other employees. All probationary employees are considered to be "at-will." Temporary, part-time, and seasonal employees are at-will employees and are not subject to a probationary period. The probationary period policy does not apply to at-will management employees.
- 304.1.2 All initial and promotional appointments shall be tentative and subject to a probationary period of actual District service in the new position. The probationary period does not include time served under any temporary or provisional appointment. The lengths of the initial and promotional probationary periods will be six (6) months for all full-time employees.
- 304.1.3 The probationary period of an individual employee may be extended by the General Manager prior to the expiration of probation, upon the request of the supervisor and approved by the General Manager, for a period not to exceed an additional six (6) months.
- (a) Probation may be extended if there has been insufficient opportunity to evaluate fully the employee's ability to perform the duties prescribed for the regular position. Such an extension must be approved by the General Manager, and the employee will be notified in writing of the extension of the probationary period.
- (b) If the number of leaves of absences (paid or unpaid) totals thirty (30) or more days, it will automatically extend the probationary period the equivalent amount of time the employee was absent from work.
- 304.1.4 A supervisor may determine that a probationary employee should not pass probation at any time during the employee's probationary period or extension thereof. When the supervisor makes such a determination, he/she/they will notify the General Manager in writing. Upon approval of the General Manager, the supervisor shall terminate employment of the probationary employee by written notice prior to the expiration of probation.
- 304.1.5 Probationary employees serve in an at-will capacity. Any release from probation will not be for cause, but rather because the employee failed

to meet the standards of the class/position. The employee has no right of appeal of failure to pass probation.

304.1.6 An employee who fails to pass probation following a promotional appointment and held regular status in their former classification shall be reinstated to their former position or to a vacant position in the same classification.

304.1.7 If an employee is promoted during a probationary period, the employee will serve the probationary period in the new position. If the employee does not pass the probationary period of the promotion, there are no specific employee rights to return to their previous job because regular status was not obtained.

304.2 Performance Evaluations

304.2.1 The performance management system at the District is designed to motivate, recognize, and reward employees' efforts and achievements. The District strives to create a work environment in which employees are recognized and rewarded for their contributions and where employees understand, contribute, and help meet the District's overall goals.

304.2.2 Goal-oriented performance objectives should be established and clearly communicated for each employee. Both performance and behavioral objectives may be established. It is important that employees understand the District's expectations.

304.2.3 The District encourages individual feedback to employees on a regular basis. The District's performance management system is designed so that each regular full-time employee will be evaluated at least annually, and quarterly while the employee is on probation.

304.2.4 Employees will be eligible for consideration of a salary step increase in conjunction with the annual evaluation. The first increase will be considered with the evaluation at the employee's six-month anniversary.

304.2.5 All employee evaluations will be prepared in written form and signed by the employee's supervisor. The General Manager's supervisor is the Board of Trustees or its chosen representatives.

304.2.6 For each evaluation, there will be a performance evaluation review meeting between the employee and the employee's supervisor, during which the written evaluation will be presented and discussed.

- (a) Upon completion of the performance evaluation review meeting, the employee will sign the evaluation to show that the interview was completed.
- (b) The employee will have the opportunity to provide written comments regarding the evaluation within seven calendar days of the interview.
- (c) The General Manager will review the performance evaluation and employee comments. The General Manager will sign the performance evaluation to indicate that the process was completed. Copies of the completed performance evaluation and the employee's comments will be provided to the employee. The original copy will be kept in the employee's personnel file.

304.2.7 An employee evaluation that is less than satisfactory requires preparation of a performance improvement plan to be signed by the employee and a follow-up evaluation to be completed within six months.

304.2.8 The performance evaluation is not subject to the grievance process set forth in Chapter 700 of this Policy Manual.

Section 305. Job Abandonment

305.1 Attendance and punctuality that is observant of scheduled hours on a regular basis are essential functions of all classification. A constructive resignation occurs and is effective when an employee has been absent from duty for three (3) or more consecutive working days without authorized leave. The District may consider that a constructive resignation has occurred due to the absence, or that the absence provides a reasonable basis for believing that the employee has abandoned the job.

At minimum, one phone call in an attempt to speak with the employee will occur. A voice message may be left for the employee.

After being absent for three consecutive working days, a written notice will be sent via U.S.P.S. Priority Mail to the employee. If known, an e-mail may also be sent to the employee's personal e-mail address. The employee will be given written notice, at employee's address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for employee's unauthorized absence. The employee will be provided five (5) calendar days to respond, in writing, why employee's employment with the District should not be terminated due to job abandonment, or can arrange for an appointment with the General Manager or designee before final action is taken to explain the unauthorized absence and failure of timely notification. The decision of the General Manager is final.

Section 306. Drug Free Workplace

- 306.1 The District is committed to providing a work environment that is safe, healthy, and free of any adverse effects caused by alcohol or controlled substances. The District is concerned about employees or other persons working, contracting, or volunteering with the District being under the influence of alcohol, [prescription drugs](#), [over the counter medications](#), and/or controlled substances [\(including cannabis\)](#) at work or while on District premises. The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate substance abuse and its effects in the workplace.
- 306.2 A District employee is prohibited from working or being subject to call-in if impaired by alcohol or any controlled substance [\(including cannabis\)](#).
- 306.3 An employee must notify their supervisor before beginning work when taking medications or drugs that could interfere with the safe and effective performance of duties or operation of District equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the District may require medical clearance.
- 306.4 Compliance with this policy is a condition of District employment. Disciplinary action will be taken against those who violate this policy.
- 306.5 In order to promote a safe, productive, and efficient workplace, the District has the right to search and inspect all District property, including but not limited to lockers, storage areas, furniture, District vehicles, and other places under the common or joint control of the District and employees, without prior notice. No employee has any expectation of privacy in any District building, property, or communications system. No personal property items, such as personal cell phones or other personal electronic devices, purses, backpacks, briefcases, etc., will be searched under this policy.
- 306.6 Except as provided otherwise in a Memorandum of Understanding, the District has discretion to test a current employee for alcohol or drugs following any work-related accident or any violation of safety precautions or standards.

Section 307. Workplace Violence

The ~~goal of the~~ District is committed to providing ~~every employee a safe~~ work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by SB 533. The regulation requires us to establish, implement, and maintain, at all times in our facilities, a workplace violence prevention plan for purposes of protecting employees and other personnel from aggressive and violent behavior at the workplace. To this end, it is the District's policy that violence, or the threat of violence, in the workplace will not be tolerated in any form. It is inappropriate to use violence or threats of violence for any

~~reason or to in any way interfere with providing a safe workplace. Violence, or the threat of violence, against or by any employee of the District or any other person is unacceptable.~~

- 307.1 Should a non-employee or District Trustee on District property demonstrate or threaten violent behavior, the District will call law enforcement and he/she may be subject to criminal prosecution. Should an employee demonstrate or threaten violent behavior, he/she may be subject to disciplinary action up to and including termination.
- 307.2 The following actions are considered violent acts, but not limited:
- (a) striking, punching, slapping, or assaulting another person;
 - (b) fighting or challenging another person to a fight;
 - (c) grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise;
 - (d) engaging in dangerous, threatening, or unwanted horseplay;
 - (e) ~~T~~threatening with the use of a gun, knife, or other weapon of any kind on District property, including parking lots, other interior and exterior premises, District vehicles, or while engaged in activities for the District in other locations;
 - (f) using verbal assaults that are statements that would place a reasonable person in fear of harm for the safety of himself/herself or others and that serve no legitimate workplace purpose; and/or
 - (g) threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.
- 307.3 Any employee or Trustee who is a victim of any violent threatening or harassing conduct, any employee or Trustee witness to such conduct, or any employee or Trustee receiving a report of such conduct, whether the perpetrator is a District employee or a non-employee, will immediately report the incident to their supervisor or other appropriate person in the chain of command. The General Manager must be notified.
- 307.4 No one acting in good faith who initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment by the District.
- 307.5 Any employee reported to be a perpetrator will be provided due process before the District takes disciplinary action.
- 307.6 Anyone who fears for the safety of persons at the scene of the violent act should call law enforcement immediately.

Section 308. Exit Interviews

- 308.1 The General Manager, or immediate supervisor, will meet with each employee at the end of their employment at the District.

Section 309. Remote Working (Telework)

309.1 It is the policy of ACMAD to provide a telecommuting program as an alternative to the traditional work location. The program is designed to achieve increased productivity and to use ~~of~~ staff work time effectively, to promote efficient use of resources, and to allow for flexibility during family and local/state/national emergencies.

309.1.1 Telework refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

309.1.2 There are three types of telework.

- a) Routine telework in which telework occurs one day a week as part of an ongoing, regular schedule.
- b) Situational telework that is approved by the General Manager, or ~~their~~ designee, on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing, and regular telework schedule. Situational telework should only be used infrequently for cases such as doctors' appointments, road hazards, inclement weather, sick family members, or emergencies. Situational telework may also be occasionally used to promote staff and resource efficiency, particularly for offsite meetings or for appointments where telework would increase staff efficiency. Situational telework is allowed at a maximum of five (5) days a month unless an emergency arises.
- c) Management telework in which the General Manager, or ~~their~~ designee, notifies staff that they are working off site for the day(s) or portion thereof.

309.1.3 Telecommuting is not an employee right but may be offered by the District based upon business needs. If at any time the General Manager, or their designee, determines the work schedules and/or workweek periods offered must be changed, affected employees will be notified of the change at least one week in advance.

309.2 Telecommuting Eligibility

309.2.1 Eligibility to participate in the telecommuting program is subject at all times to the needs of the District and may be modified as those needs dictate.

309.2.2 This policy will be applicable to employees who meet specific work standards and who have current projects and job duties that are

appropriate for telecommuting. Meeting one or more of the eligibility requirements does not guarantee approval of telecommuting. The General Manager, or their designee, holds the final determination of whether an employee's position is appropriate for telecommuting and if the employee meets the specific work standards. Minimum work standard eligibility requirements include, but are not limited to:

- a) prior annual job performance evaluation and/or job performance that demonstrates employee ability to work independently;
- b) employee is self-motivated and demonstrates high dependability;
- c) job duties and requirements allow the employee to be away from the District's worksite for a period of time during the work week;
- d) telecommuting does not impede other employees from performing their job duties or diminish the operations of the District.
- e) telecommuting does not reduce service to internal or external customers; and/or
- f) supervisor is able to can manage the employee remotely.

309.3 Participation Guidelines

309.3.1 The duties, obligations, responsibilities, and conditions of a District employee are not changed by telecommuting. Employee's wage, retirement, benefits, and insurance coverage remain unchanged.

309.3.2 The telecommuting employee remains obligated to comply with all District policies, practices, and instructions. Violations may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment. The District's worker's compensation liability for job-related accidents will continue to apply during the employee's telecommuting work hours.

309.3.3 Work hours, overtime compensation, and vacation schedules will conform to District policies and practices, Fair Labor Standards Act (FLSA), and to any other terms agreed upon by employee supervisor, except that, those terms may not violate the laws/provisions stated above. Hours of work can be arranged with the supervisor.

30-9.4 Job Performance

309.4.1 Employee will work at a designated location during hours agreed upon. Arrangements for flexible work schedules are subject to supervisor's approval.

- 309.4.2 Expectations must be pre-established between telecommuters and supervisors regarding work assignment(s), productivity level, and productivity measurements to be used when employee is telecommuting. Timeliness, quality, and quantity of work must be maintained.
- 309.4.3 Attendance and punctuality that ~~is observant of~~ observes scheduled hours on a regular basis is an essential function of each classification and must be maintained during telecommuting, unless otherwise approved in advance.
- 309.4.4 Employee agrees not to engage in employment activities other than District assignments during telecommuting hours.

30-9.5 Office Equipment

- 309.5.1 The District will provide equipment similar to that used by employee(s) on a regular basis to accomplish their daily duties, as determined by the General Manager. Office supplies needed by the telecommuter will be provided by the District. All supply requests must be pre-approved by the General Manager, or their designee. The District retains ownership of all equipment and/or licenses provided.
- 309.5.2 Use of District equipment and supplies is limited to authorized persons for purposes relating to District business. The employee is responsible for ensuring that equipment is used properly. The District will provide for maintenance and repairs to District equipment.
- 309.5.3 When an employee uses their own equipment for telecommuting, the employee is responsible for maintenance and repair of their equipment. The District is not liable for damage to the employee's real property.
- 309.5.4 The District is not responsible for the payment of utilities (heat, electricity, etc.) or home maintenance costs.
- 309.5.5 In the event of delay in repair or replacement of equipment or any other circumstance under which it would be ineffective for the employee to telecommute, the employee will return to the District workplace.

309.6 Taking District Vehicles Home

- 309.6.1 If an employee is approved by the General Manager ~~or their~~ designee, to take a District vehicle home as an effective use of staff work time, to promote efficient use of resources, or to allow for flexibility during family and local/state/national emergencies, the vehicle must be driven directly home and parked off-street. (see section 404).

309.6.2 If crossing any toll roads while driving home, those costs must be incurred by the employee by registering the District vehicle with the appropriate agency.

309.7 Remote Work Location

309.7.1 Employee must designate a workspace at home or another location that is maintained in a safe condition and free from hazards. Telecommuter will be responsible for completing a workspace safety review with approval from the General Manager, ~~or their~~ designee, that will include a photo of the workspace. Any accident occurring while telecommuting must be brought to the immediate attention of the supervisor.

309.7.2 As part of telecommuting responsibilities, the telecommuter must ensure that safety and ergonomic standards are met in their workspace. Although the workspace does not have to be a separate room, it must have adequate lighting, ventilation, and furniture that is ergonomically comfortable and safe to use.

309.7.3 Telecommuters ~~s~~ must have a method for expediently receiving and responding to communications (phone calls, messages, mail, etc.) from other staff, supervisors, and when applicable, clients and/or the public.

309.7.4 Telecommuter remains solely liable for injuries to third persons and/or members of employee's family on employee's premises.

309.7.5 Telecommuter will take all reasonable precautions necessary to secure District information and equipment in their workspace ~~in order to~~ ~~to~~ prevent unauthorized access to any District system or information. Data and information used by telecommuters must be treated with the same caution that confidential material is given in the District office.

309.8 Request for a Telecommuting Schedule

309.8.1 Employees who would like routine and/or situational telework must submit an email request to their supervisor and General Manager, or their designee, for approval, if not already assigned telework due to a local/state/national emergency.

309.8.2 All telework (whether routine, situational, or management) must be added to the District calendar before the workday has begun. The employee's supervisor and/or the Financial & HR Specialist will provide access to the District calendar.

Chapter 400. OPERATIONS

Section 401. District Policy General

The following goals and guidelines have been adopted by the Board of Trustees of the District to be used by management in the formulation and implementation of District programs:

- (a) The District shall carry on a mosquito control program to provide an acceptable level of comfort and to protect the public from mosquito-borne disease.
- (b) The mosquito control program shall be consistent with prevailing land-use planning, comply with the California Environmental Quality Act of 1970 (adopted February 28, 1973), and be appropriately integrated with environmental management plans.
- (c) The mosquito control program shall emphasize environmental management techniques that reinforce already operating forces of natural control. Control agents and/or methodologies shall be selected ~~on the basis of~~based on human and environmental safety and efficiency.
- (d) The mosquito control program treatment zones will be evaluated and adjusted every decade following the results of the census.

401.1 Other Pertinent Legislation and Cooperative Agreements impacting the Operations of the District:

- (a) California Department of Agriculture Pesticide Worker Regulation;
- (b) Cooperative Agreement, State Department of Public Health; and/or
- (c) Occupational Safety and Health Act.

401.2 Source Reduction Policy

401.2.1 ~~It shall be t~~The overall goal of the District is to provide for the public's health and comfort by carrying on a program of mosquito source abatement that is responsive to the public, cost effective, compatible with the natural environment, and consistent with prevailing land-use planning or zoning.

401.2.2 The primary objective of the District shall be the progressive elimination and/or management of mosquito breeding sources. This shall be accomplished through District review of local government planning processes, by educational means, by public projects

accomplished by the District or in cooperation with regulatory agencies, by legal abatement procedures, or by other means.

- 401.2.3 When ~~it is determined by~~ the District determines that a mosquito source will require a continuing program of maintenance and/or water management, the District objective shall be to educate landowners and land managers to fully accept the responsibility for managing the mosquito source in a manner that will reduce mosquito production to a level determined to be satisfactory to the District.

401.3 Legal Abatement Procedures

- 401.3.1 Under the following circumstances, the District shall initiate legal procedures to abate a mosquito source, and/or gain repayment of the costs of temporary control incurred by the District:

- (a) A landowner, corporation, public agency, etc., has not made a reasonable effort to abate, or cooperate in the abatement of, a mosquito source as recommended by the District.
- (b) A landowner, corporation, public agency, etc., has not made a reasonable effort to take the responsibility for maintenance and management of a long-term mosquito source.
- (c) During the interim period before a source is eliminated, or before a mosquito control management program can be implemented by the landowner or land manager, the District shall, within the limits of its resources and legal authority, make physical modification, introduce biological controls, and/or apply approved pesticides to provide temporary control in order to maintain a satisfactory level of public health and comfort.

The District shall initiate legal action to abate the source or to gain repayment of costs incurred by the District when the conditions specified above prevail.

Section 402. Injury and Illness Prevention Program

- 402.1 Policy Statement. The District will institute and administer a comprehensive and continuous occupational Injury and Illness Prevention Plan (IIPP) for all employees. The health and safety of the individual employee, whether in the field, shop, or office, takes precedence over all other concerns. Management's goal is to prevent accidents, to reduce personal injury and occupational illness, and to comply with all safety and health standards.

- 402.2 Program Administration. Overall responsibility for the development, implementation, and monitoring of the IIPP shall be vested with the General

Manager. Day-to-day responsibility for the IIPP shall be assigned to the (IIPP Administrator) as designated by the General Manager. Duties of the IIPP Administrator include, but are not limited to:

- (a) Ensuring that all supervisors are trained in workplace safety and are familiar with the safety and health hazards to which employees under their immediate direction may be exposed as well as applicable laws, regulations, and the District's safety rules and policies;
- (b) Ensuring that employees are trained in accordance with this program;
- (c) Inspecting, recognizing, and evaluating workplace hazards, including repetitive stress, on a continuing basis;
- (d) Developing methods for abating workplace hazards;
- (e) Ensuring that workplace hazards are abated in a timely and effective manner;
- (f) Maintaining current certification in CPR and first aid training; and
- (g) Maintaining the District's Safety Binders, which include safety information on equipment and materials used at the District. A copy of the Safety Binder will be located in the Tech room for employee use.

402.3 Employee Compliance

402.3.1 All employees are responsible for carrying out the IIPP in their work areas. A copy of the IIPP shall be available from the IIPP Administrator or the General Manager, who shall be able to answer employee questions about the program.

402.3.2 Employees who follow safe and healthful work practices will have this fact recognized and documented on their performance reviews.

402.3.3 Employees who are unaware of correct safety and health procedures will be trained or retrained by the IIPP Administrator and/or their supervisor and this training will be documented in the IIPP Training Log.

402.3.4 Willful violations of safe work practices may result in disciplinary action in accordance with District policies set forth in Chapter 700.

402.4 Communication

402.4.1 Matters concerning occupational safety and health will be communicated to employees by means of written documentation, staff meetings, formal and informal training, and posting.

- 402.4.2 Communication from employees to the IIPP Administrator about unsafe or unhealthy conditions is encouraged and may be verbal or written, as the employee chooses. The employee may use the Unsafe Condition Form and remain anonymous.
- 402.4.3 No employee shall be retaliated against for reporting hazards or potential hazards or for making suggestions related to safety.
- 402.4.4 The results of the investigation of any employee safety suggestion or report of hazard will be distributed to all employees affected by the hazard or posted on appropriate bulletin boards.

402.5 Inspections

- 402.5.1 The IIPP Administrator will conduct monthly inspections to identify unsafe work conditions and practices. The monthly inspection will also include all safety items such as fire extinguishers, eye wash stations, fire/smoke alarms, and wash facilities.
- 402.5.2 Employees are required to inspect equipment and the work site for unsafe conditions before beginning work each day.
- 402.5.3 The IIPP Administrator is also required to inspect new substances, processes, procedures, or equipment introduced into the workplace for occupational safety and work hazards.

402.6 Accident and Incident Investigation

- 402.6.1 All work-related accidents shall be investigated by the District immediately. Reported minor accidents and near misses shall be investigated as well as serious incidents. A “near miss” is an incident which, although not serious in itself, could have resulted in serious injury or significant property damage.
- 402.6.2 The investigation must obtain all the facts surrounding the occurrence including, but not limited to: what caused the situation to occur; who was involved; was/were the employee(s) qualified to perform the functions involved in the accident or near miss; were they properly trained; were proper operating procedures followed, and if not, why not; where else this or a similar situation might exist, and how it can be corrected. A written report of the investigation shall be prepared and submitted to the General Manager.
- 402.6.3 The accident and incident investigator (IIPP Administrator or person designated by the General Manager) must determine which aspects of the operation or process require additional attention to eliminate the cause of the accident or near miss.

402.6.4 Actions already taken to reduce or eliminate the exposures being investigated should be noted, along with those remaining to be addressed. Any interim or temporary precautions should also be noted. Any pending corrective action and reason for delaying its implementation shall be identified.

402.6.5 Corrective action shall be identified in terms of how it will prevent a recurrence of the accident or near miss in the future.

402.7 Correction of Unsafe or Unhealthful Conditions

402.7.1 Whenever an unsafe or unhealthful condition, practice, or procedure is observed, discovered, or reported, the IIPP Administrator will take appropriate corrective measures in a timely manner based upon the severity of the hazard. Employees will be informed of the hazard, and interim protective measures will be taken until the hazard is corrected.

402.7.2 Employees may not enter an imminent hazard area without appropriate protective equipment, training, and prior specific approval given by the IIPP Administrator.

402.8 Training

402.8.1 The IIPP Administrator or designee shall assure that the supervisors receive training on recognizing the safety and health hazards to which employees under their immediate direction may be exposed.

402.8.2 Supervisors are responsible for seeing that those under their direction receive training on general workplace safety and specific instructions regarding hazards unique to any job assignment.

402.8.3 This safety training will be provided:

- (a) To all employees and those given new job assignments for which training was not previously received;
- (b) Whenever new substances, processes, procedures, or equipment introduced to the workplace present a new hazard; and/or
- (c) Whenever the employer is made aware of a new or previously recognized hazard.

402.8.4 When supervisory staff are unable to provide the required training themselves, they shall request that the training be given by others or designees.

402.8.5 A specific list of training requirements for employee instruction is contained in the California Code of Regulations, Title 8, Section 1510, "Safety Instructions for Employees."

402.9 Record Keeping

402.9.1 The IIPP Administrator or designee shall keep records of inspections, including the name of the person(s) conducting the inspection, the unsafe conditions and work practices identified, and action taken to correct those identified unsafe conditions and work practices. The records shall be maintained for three years.

402.9.2 The IIPP Administrator or designee shall also keep documentation of safety and health training attended by each employee, including employee name or other identifier, training dates, type(s) of training, and training providers in the IIPP folder. This documentation shall be maintained for three years. Training history may also be included in employees' personnel files with employees' signed acknowledgments.

402.9.3 The IIPP Administrator or designee shall keep records of all employees' safety and health-related certifications, including specifically certifications for pesticide application, first aid, and cardiopulmonary resuscitation. The IIPP Administrator or designee shall advise employees of the expected expiration of certifications in a timely manner so that certifications can be kept current. The IIPP Administrator or designee shall notify the General Manager immediately of the expiration of any employee's required certification.

402.9.4 The General Manager shall ensure that all required employee certifications are maintained.

402.10 Hazard Communication Program

402.10.1 The District has developed a Hazard Communication Program to enhance our employees' health and safety.

402.10.2 As a District we shall provide information about hazardous chemicals and the control of hazards via our comprehensive Hazard Communication Program, which includes container labeling, Safety Data Sheets (SDS), and training.

402.10.3 It is the policy of the District that no container of hazardous substances will be released for use until the following label information is verified:

(a) Containers are clearly labeled as to the contents;

(b) Appropriate hazard warnings are noted; and

(c) The name and address of the manufacturer are listed.

402.10.4 The responsibility for labeling containers is assigned to the IIPP Administrator. All secondary hazardous material containers will be labeled.

402.10.5 Employees are responsible for ensuring that all secondary hazardous material containers are labeled with either an extra copy of the original manufacturer's label or with a generic label blocking the original while clearly identifying the contents, including safety hazard information.

402.11 Safety Data Sheets (SDS)

402.11.1 Copies of the Safety Data Sheets (SDS) for all hazardous substances to which employees of this District may be exposed will be kept in the Technician Room, and the IIPP Administrator will be responsible for obtaining and maintaining the SDS information for the District.

402.11.2 The IIPP Administrator shall review incoming SDS for new and significant health/safety information. Any new information shall be provided to the affected employees.

402.11.3 SDS will be reviewed for completeness by the IIPP Administrator. If an SDS is missing or obviously incomplete, a new SDS shall be requested from the manufacturer. Cal/OSHA shall be notified if a complete SDS is not received.

402.11.4 SDS shall be available to all employees in their work area for review. If SDS are not available or new hazardous substance(s) in use do not have SDS, contact the IIPP Administrator.

402.11.5 Employees are to attend a health and safety orientation set up by the IIPP Administrator prior to starting work to receive information and training on the following:

(a) An overview of the requirements contained in the Hazard Communication Program, including their rights under the regulation;

(b) Operations in their work area where hazardous substances are present;

(c) Location and availability of the written Hazard Communication Program;

(d) Physical and health effects of the hazardous substances;

- (e) Methods and observation techniques used to determine the presence or release of hazardous substances in the work area;
- (f) How to lessen or prevent exposure to these hazardous substances;
- (g) Steps the District has taken to lessen or prevent exposure to these substances;
- (h) Emergency and first aid procedures to follow if employees are exposed to these substances; and
- (i) How to read labels and review SDS to obtain appropriate hazard information.

402.11.6 When new hazardous substances are introduced, the IIPP Administrator will review the above items as they are related to the new material in a safety meeting.

402.12 Hazardous Non-Routine Tasks

402.12.1 Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by the IIPP Administrator or person in charge of the project about hazards to which they may be exposed during such an activity. This information will include:

- (a) Specific hazards;
- (b) Protective/safety measures which must be utilized; and
- (c) Measures the District has taken to lessen the hazards.

402.13 Outside Contractors. To ensure that outside contractors work safely at our District, it is the responsibility of the IIPP Administrator to provide contractors the following information:

- (a) Hazardous substances to which they may be exposed while on the job site; and
- (b) Precautions the contractor's employees may take to lessen the possibility of exposure by usage of appropriate protective measures.

402.14 Plan Questions. Questions about this plan should be directed to the IIPP Administrator. The plan will be monitored by the IIPP Administrator to ensure that the policies are carried out and that the plan is effective.

402.15 ACMAD Safety Committee

402.15.1 The Safety Committee is to be made up of the General Manager, the IIPP Administrator, the Financial & HR Specialist, and two other employees representing the lab and field operations. ~~The two other employees will serve on the committee for a one-year period (calendar year). Employees are to be rotated through the Safety Committee so that they might benefit from an increased awareness of safety at the District.~~ At any time, a supervisor may attend a meeting. The Safety Committee is to meet at least quarterly.

The standing charges for the Safety Committee include:

- (a) Review all unsafe conditions reports to insureensure appropriate action has been taken. File reports with the IIPP Administrator.
- (b) Review all accident reports to make sure that such accidents are avoided in the future. Make recommendations for corrective action.
- (c) Review current safety record to determine trends.
- (d) Review new equipment to develop procedures for safe operation.
- (e) Review any new working procedures to modify as necessary to be safe.

Section 403. Computer, E-Mail, and Voice Mail Policy

403.1 The District's computer, network, electronic data, e-mail, internet access, voice mail, facsimile, and telephone systems ("information systems") are business tools made available to District employees in order to enhance efficiency in job performance, and are provided for the transmission of District business and information. These systems are to be used for District business only and not for personal purposes.

403.2 Personal telephone calls and/or e-mail during business hours, both incoming and outgoing, shall be confined to those which are absolutely necessary, and should be kept to a minimum.

403.3 The District owns the rights to all data and files in any computer, network, or other information system used in the District and to all data and files sent or received using any District system or using the District's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The District also reserves the right to monitor electronic mail messages and their content, as well as any and all use by employees of the internet and of computer equipment used to create, view, or access e-mail and internet content. Employees must be aware that the electronic mail messages sent and received using District equipment or District-provided internet access,

including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by District officials at all times. The District has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with District policies and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or the General Manager or Board President.

403.4 The District's information systems may not be used in any way that may be disruptive, offensive to others, or harmful to morale.

403.5 Use of Social Media

403.5.1 Social media sites may be used by the District as an additional means of conveying District information to its residents, constituents, and community members and maximizing the promotion of District programs and services.

403.5.2 The intended purpose of establishing social media pages for the District's use is to establish an interactive communication platform with local residents and to disseminate information from the District and about the District. This policy is also intended to mitigate associated risks from use of social media technology where possible.

403.5.3 The District has an overriding interest and expectation in protecting the integrity of information posted on its social media pages and deciding what is "said" on behalf of the District. This policy applies wholly to the District and all District Trustees, employees, or officials who use social media sites and/or technology on behalf of the District. Further, the District's social media presence is intended to serve only as a limited public forum.

403.5.4 All official District presences on social media sites are considered an extension of the District's information networks and are governed by District policies, including e-mail, internet usage, and use of electronic media policies. In addition, the District's presence on social media sites is also subject to the District's policies on harassment, discrimination, political activity, and customer relations.

403.5.5 Employees representing the District via social media sites must conduct themselves at all times as representatives of the District. Employees who fail to conduct themselves in an appropriate manner shall be subject to appropriate disciplinary actions.

403.5.6 Content posted on social media sites may be considered public records subject to disclosure under California's Public Records Act ("PRA" – Government Code §§ 6250, et. seq.). Any content

maintained on any approved District social media site that is related to District business, including a list of subscribers, posted communication, and communication submitted for posting as well as any deleted content may be a public record subject to disclosure. All such content must be retained pursuant to the PRA and the District's retention policy. PRA requests for ~~the production of~~producing posts or deleted content on an approved District social media site shall be referred to the General-Manager for review and response.

- 403.5.7 Parental consent must be obtained before posting images of minors on District social media platforms.

Section 404. Policy for District Vehicle Use

- 404.1 The General Manager may grant temporary use of a District vehicle to an employee for use after regular District work hours when it proves to be more efficient in the completion of District work.
- 404.2 No employee will be granted temporary use of a District vehicle under this policy who has not provided the District with proof of: (1) valid automobile insurance with coverage that meets current state minimums, and (2) a current DMV printout which documents that the employee has a valid California Driver's license, and an acceptable driving record.
- 404.3 At no time shall the General Manager grant use of a District vehicle to anyone other than a District employee or Trustee, and at no time shall the vehicle be used for any other purpose than District business.

Section 405. Policy for Use of District Unmanned Aircraft Systems (UAS)

405.1 UAS Purpose and Scope

- 405.1.1 The purpose of an UAS for the District is to augment the existing mosquito monitoring and control program. Images collected using the UAS that contain personally identifiable information (PII) will not be retained. At no time shall District UAS be used for any purpose other than District business.
- 405.1.2 Each UAS mission must comply with federal, state, and local UAS regulations and adhere to restrictions made by air traffic control services that monitor the airspace of the operation.
- 405.1.3 UAS missions may be conducted only after the landowner or property manager has provided prior and verifiable permission for the operation or when legal authority for the operation is provided.

405.2 UAS Operations

- 405.2.14 Only District employees that hold a valid remote pilot license, which is issued by the US Federal Aviation Administration (FAA), and a properly trained pilot is permitted to operate a UAS.
- 405.2.25 Appropriate personal protective equipment must be used during all operations that involve UAS including safety glasses during UAS takeoff and landing.
- 405.2.36 The pilot in command (PIC) may fly the UAS only if satisfied that the flight can be made safely. The PIC should conduct a preflight inspection to include specific UAS and control station systems checks and to ensure that the UAS is in a condition for safe operation. The PIC should conduct a pre-mission survey of the flight area to evaluate local geography and identify hazards. The PIC will always seek to minimize the risk of injury, property damage, and intrusion of privacy when planning and conducting operations with UAS.
- 405.2.47 The elevation above ground level (AGL) that the UAS is flown should be minimized preferably less than 100 feet AGL.
- 405.2.58 All incidents of UAS loss of control and collisions (person, animal, or structure) must be reported verbally to the supervisor of the PIC as soon as it is safe, and a written summary of the incident provided to the supervisor of the PIC within one (1) working day of the incident.
- 405.2.69 The PIC shall report to FAA as required any operation that results in serious injury or property damage.

405.3 UAS Data Management

- 405.3.142 A maintenance record book must be maintained for each UAS. A flight ~~log book~~logbook that records all UAS operations should be made by the PIC for each operation and retained for at least three (3) years after an operation (per ACMAD policy §800).
- 405.3.213—The PIC is responsible for destroying all photographs or videos (originals and copies) that are made using the UAS within seven (7) working days from the conclusion of each UAS operation if they contain PII. PII includes, but is not limited to, images of non-District staff or non-District vehicle license plate.
- 405.3.314 The PIC is responsible to make sure that no photograph or video (originals and copies) that are made using the UAS are shared with anyone outside the District without the written permission of the General Manager of the District. Data collected by the UAS, including

photographs and or videos shall be used only by the District in accordance with its stated mission and objectives.

CHAPTER 500. HIRING AND EQUAL EMPLOYMENT OPPORTUNITY POLICIES

501. Hiring

- 501.1 All District recruitments shall be conducted on a merit-based, competitive basis. There is not an established minimum number of days set for an open recruitment; the number of days a recruitment is open will depend upon an analysis of the current labor market for that job class.
- 501.2 The job announcement and other advertisement materials will state the application process and timeline. An applicant's failure to provide a completed application by the filing deadline or failure to follow instructions may disqualify the applicant from further consideration.
- 501.3 Staff assigned by the District will review all application materials and determine those applicants who present qualifications that most closely match the requirements of the position and who should be further considered for employment. After such review, applicants will be notified of their status and/or next steps in the selection process.
- 501.4 Applicants may be required to participate in a variety of selection processes that may include, but are not limited to, an interview panel and/or written examination, physical ability or skills testing, or any combination of valid and job-related assessments designed to evaluate an applicant's possession of the knowledge, skills, and abilities relevant to the position. Performance in the selection processes will identify those applicants qualified to proceed further in the hiring process.
- 501.5 Applicant screening will include a review and confirmation of the applicant's employment history, education, professional credentials and/or certification, and criminal records (after the applicant is determined to be qualified for the position). If applicable to the position, the applicant's driving record and credit record may also be reviewed. Appropriate authorization from the candidate will be obtained before the background checks are initiated.
- 501.6 The General Manager or designee will be responsible for verifying references. An offer of employment shall not be made until the reference checking is completed.
- 501.7 Only the General Manager is authorized to approve an offer of employment to a candidate. The initial verbal offer of employment may be made on a contingent basis based on successful completion

of further steps of the screening process. Contingencies may include a post offer of employment medical exam and/or drug testing. Candidates failing to meet the requirements of the contingent offer are subject to a withdrawal of the offer of employment.

- 501.8 The employee's first day of work is considered the employee's anniversary date for purposes of service start date and benefits determination. An employee's anniversary date may change if the employee becomes permanent from a temporary or seasonal classification. Employee performance evaluations and step increases fall on the anniversary day unless the employee's classification changed, or [he/she/they](#) took a leave of absence that required bridging two periods of uninterrupted employment.

502. Equal Employment Opportunity

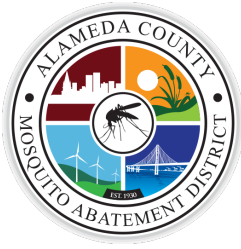
- 502.1 It is the District's policy to provide equal employment opportunity to all applicants and employees in accordance with applicable equal opportunity laws, directives and regulations of federal, state, and local governing bodies and agencies thereof. The District will base all [of its](#) employment decisions on job-related standards and its commitment to equal employment opportunity, and will employ, retain, train, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence.
- 502.2 The District does not discriminate against its employees or applicants on the basis of race, religion (including all aspects of religious belief, such as grooming practices and religious dress), color, gender, gender identity (including transgender), gender expression, pregnancy, and breastfeeding, sexual orientation (including heterosexuality, homosexuality, bisexuality, or sex stereotype), national origin, ancestry, marital status, age (40 or over), medical condition, genetic characteristics or information, physical or mental disability, military or veteran status, or any other category protected by law.
- 502.3 Non-Discrimination/Equal Opportunity applies in all areas of District operations, including recruitment, hiring, promotion, compensation, benefits, work assignments, performance evaluation, disciplinary actions, layoffs, and employee development, along with District educational, social, and recreational programs.
- 502.4 Employees, applicants, unpaid interns, volunteers, officers, officials, or contractors who believe they have experienced any form of employment discrimination are encouraged to report this immediately using the complaint procedure provided in Section 604 of these personnel rules or by contacting the [U.S. Federal](#) Equal Employment

Opportunity Commission ([EEOC](http://www.eeoc.gov)) www.eeoc.gov, or the [State of California Department of Fair Employment and Housing](#). [Civil Rights Department \(CRD\)](#) www.calcivilrights.ca.gov.

502.5 Diversity, Equity, and Inclusion (DEI): The District is dedicated to cultivating a workplace that celebrates diversity, promotes equity, and fosters inclusion. We are committed to embracing and valuing the differences among our peers, ensuring fair opportunities for all, and creating an inclusive environment where everyone can contribute, thrive, and reach their full potential.

503. Reasonable Accommodation as Part of the Recruitment Process

An otherwise qualified candidate for employment who needs a reasonable accommodation to participate in a selection process should make such a request, preferably in writing, to the General Manager. The request must identify:- (a) the presence of a disability as ~~set forth in established by~~ the [State of California Fair Employment and Housing Act](#) [Civil Rights Department](#) and/or the Americans with Disabilities Act, (b) the element(s) of the selection process for which an accommodation is requested, and (c) the requested accommodation.



23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Board of Trustees

President

Cathy Roache

County-at-Large

Vice-President

Tyler Savage

Alameda

Secretary

Valerie Arkin

Pleasanton

Robin López

Albany

P. Robert Beatty

Berkeley

Kashef Qaadri

Dublin

vacant

Emeryville

John Zlatnik

Fremont

George Syrop

Hayward

Maya Manoharan

Livermore

vacant

Oakland

Eric Hentschke

Newark

Hope Salzer

Piedmont

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

April 4th, 2024

RE: ACMAD's 2024-25 Budget: First Draft

Dear ACMAD Board,

Please accept the first draft of the 2024/25 budget.

Salaries & Fringe Benefits - Salaries are projected to increase by 14%, driven by board-approved salary adjustments for specific positions, the addition of a new position, the transition of Trustee in Lieu payments to payroll, and a temporary uptick in the District's contribution to employees' 457 plans. CalPERS Retirement payments for Classic Members rises to 13.31% from 13.26%, and for PEPRA Members, it increased to 8.18%, from 8.00%. Additionally, Medicare & Social Security expenses are set to increase by 16%, attributed to the issues stated above. Fringe Benefits are anticipated to rise by 13%, primarily due to the addition of a new position and increased Kaiser premium rates. It is important to note that we have assumed a 6% increase for the 2025 health rates, as the final rates are expected to be released in June.

Staff Budget - Clothing and Personal supplies are expected to increase by 6%, due to the surge in supply costs and potential adjustments to the employees' boot allowance. Laundry services & supplies are expected to increase by 23% due to recent changes in the terms with our contracted uniform company, necessitating contact renegotiation. A 13% increase in Utilities is projected, attributed to the operational demands of the new fish facility and the addition of an all-electric fleet vehicle. Professional services are set to increase by 27%, driven by the required additional actuarial reports, increased pricing for an environmental consultant and HR services, and to prepare for future self-sustainable energy requirements, as part of our strategic plan. Memberships, dues, and subscriptions are expected to increase by 7% due to increased membership fees. Anticipating a 6% increase in insurance (VCJPA), with preliminary and final premiums expected in April and June, respectively. Operation expenses are expected to rise by 18% due to increased costs in pesticides, aerial pool survey flight, enhanced supplies for the mosquito fish program, and the addition of a new budget line item for drones. Household expenses are expected to increase by 6% due to higher janitorial service fees and increased supply costs. We are expecting a 21% increase for Information Technology/ Communication due to the raised service fees for the MapVision database, which may be offset by fewer database change orders.

Based on these estimates, we project a net income **surplus of \$219,020**. This surplus does not include cash carried over and unused capital project funding. Adding those amounts and conservatively subtracting the amount necessary to operate from July to December and reserve transfers from the prior year leaves the District with a **\$1,448,654 surplus**.

Several vehicles are scheduled for replacement as indicated in the capital asset plan. We recommend using this budgetary surplus to transfer the amount needed to replace these vehicles, either through a purchase or lease option, with 25% dedicated to our Pension Rate Stabilization reserve fund.

We are happy to answer any questions.

Sincerely,

Michelle Robles

attachments:2024/25 budget & visuals, capital asset replacement plan, finance policies

	Budget 24/25	Year to year % budget change	Budget 23/24	Actual 22/23	A vs B	Budget 22/23	Actual 21/22	Budget 21/22	Actual 20/21	Budget 20/21
REVENUES										
Ad Valorem Property Taxes	\$ 3,095,524	9%	\$ 2,842,050	\$ 3,005,363	9%	\$ 2,755,397	\$ 2,759,272	\$ 2,580,814	\$ 2,624,188	\$ 2,300,000
Special Tax & Benefit Assessment	\$ 2,480,470	24%	\$ 2,008,405	\$ 2,455,911	24%	\$ 1,981,814	\$ 2,389,830	\$ 1,981,959	\$ 2,326,677	\$ 1,821,600
Interest earned (restricted fund interest NOT included as revenue)	\$ 20,000	0%	\$ 20,000	\$ 288,784	1344%	\$ 20,000	\$ (4,799)	\$ 30,000	\$ 19,208	\$ 30,000
Sale of Property and Equipment & Misc.	\$ 5,000	0%	\$ 5,000	\$ 12,304	392%	\$ 2,500	\$ 121,218	\$ 5,000	\$ 1,038	\$ 5,000
Reimbursable Retiree Health Benefits and fees from OPEB	\$ 158,398	0%	\$ 158,348	\$ 142,690	1%	\$ 140,946	\$ 135,592	\$ 168,091	\$ 163,355	\$ 164,913
Total Revenue (see figure 1)	\$ 5,759,392	14%	\$ 5,033,804	\$ 5,905,052	20%	\$ 4,900,658	\$ 5,401,113	\$ 4,765,864	\$ 5,134,466	\$ 4,321,513
EXPENDITURES										
Salaries (including deferred comp. & trustee in lieu payments)	\$ 2,805,387	14%	\$ 2,462,469	\$ 2,318,987	-2%	\$ 2,371,703	\$ 2,121,872	\$ 2,236,282	\$ 2,037,043	\$ 2,116,177
CalPERS Retirement	\$ 652,655	18%	\$ 553,955	\$ 525,487	-2%	\$ 534,559	\$ 471,085	\$ 473,950	\$ 423,110	\$ 423,350
Medicare & Social Security	\$ 46,706	16%	\$ 40,292	\$ 33,692	-13%	\$ 38,763	\$ 30,026	\$ 33,062	\$ 27,867	\$ 31,278
Fringe Benefits	\$ 686,322	13%	\$ 605,491	\$ 604,258	7%	\$ 564,969	\$ 484,487	\$ 579,596	\$ 502,898	\$ 527,031
Total Salaries, Retirement, & Benefits (pgs. 2,3) (see figure 3)	\$ 4,191,070	14%	\$ 3,662,207	\$ 3,482,424	-1%	\$ 3,509,995	\$ 3,107,470	\$ 3,322,891	\$ 2,990,918	\$ 3,097,835
Service & Supplies (Clothing & Personal supplies)	\$ 9,500	6%	\$ 9,000	\$ 7,518	-16%	\$ 9,000	\$ 7,882	\$ 10,000	\$ 4,859	\$ 10,000
Service & Supplies (Laundry services & supplies)	\$ 16,000	23%	\$ 13,000	\$ 12,853	-1%	\$ 13,000	\$ 10,417	\$ 15,000	\$ 9,125	\$ 15,000
Utilities	\$ 26,700	13%	\$ 23,700	\$ 19,416	-11%	\$ 21,700	\$ 18,135	\$ 17,000	\$ 15,422	\$ 12,000
Small tools and instruments	\$ 3,000	0%	\$ 3,000	\$ 2,120	-29%	\$ 3,000	\$ 1,963	\$ 3,000	\$ 2,189	\$ 3,000
Maintenance (Landscaping & Facility)	\$ 30,000	0%	\$ 30,000	\$ 18,062	-40%	\$ 30,000	\$ 26,671	\$ 35,000	\$ 20,262	\$ 25,000
Maintenance (Equipment)	\$ 30,000	0%	\$ 30,000	\$ 36,210	21%	\$ 30,000	\$ 25,355	\$ 35,000	\$ 22,290	\$ 35,000
Transportation, travel, training, & board	\$ 114,525	-11%	\$ 127,990	\$ 133,125	11%	\$ 119,840	\$ 120,419	\$ 127,630	\$ 74,653	\$ 122,400
Professional services	\$ 156,200	27%	\$ 122,950	\$ 93,115	-39%	\$ 152,200	\$ 97,726	\$ 203,450	\$ 91,623	\$ 176,200
Memberships, dues, & subscriptions.	\$ 29,000	7%	\$ 27,000	\$ 24,594	-34%	\$ 37,000	\$ 25,103	\$ 24,000	\$ 22,906	\$ 23,337
Insurance - VCJPA	\$ 224,677	6%	\$ 211,959	\$ 177,963	-1%	\$ 179,436	\$ 160,933	\$ 150,611	\$ 141,650	\$ 137,524
Community education	\$ 55,000	4%	\$ 53,000	\$ 28,194	-49%	\$ 55,000	\$ 26,225	\$ 39,500	\$ 26,317	\$ 38,575
Operations	\$ 308,500	18%	\$ 261,500	\$ 120,639	-47%	\$ 227,500	\$ 182,576	\$ 239,000	\$ 223,362	\$ 241,000
Household expenses	\$ 22,700	6%	\$ 21,350	\$ 18,517	-7%	\$ 19,950	\$ 25,388	\$ 17,350	\$ 15,881	\$ 16,750
Office expenses	\$ 10,000	-23%	\$ 13,000	\$ 7,248	-40%	\$ 12,000	\$ 7,003	\$ 12,000	\$ 9,748	\$ 12,000
Information Technology/ Communication	\$ 125,500	21%	\$ 104,000	\$ 97,711	-9%	\$ 107,400	\$ 74,950	\$ 112,400	\$ 71,771	\$ 111,400
Laboratory	\$ 140,000	0%	\$ 140,000	\$ 106,784	-19%	\$ 132,500	\$ 82,354	\$ 144,000	\$ 64,136	\$ 139,000
Total Staff Budget (pg. 4) (see figure 4)	\$ 1,301,302	9%	\$ 1,191,449	\$ 904,069	-21%	\$ 1,149,526	\$ 893,100	\$ 1,184,941	\$ 816,194	\$ 1,118,186
Contingency	\$ 48,000	0%	\$ 48,000	\$ -		\$ 46,000	\$ -	\$ 50,000	\$ -	\$ 50,000
Total Expenditures (see figure 2)	\$ 5,540,372	13%	\$ 4,901,656	\$ 4,386,493	-7%	\$ 4,705,521	\$ 4,000,570	\$ 4,557,832	\$ 3,807,112	\$ 4,266,021
SURPLUS (DEFICIT)	\$ 219,020		\$ 132,148	\$ 1,518,559		\$ 195,136	\$ 1,400,543	\$ 208,032	\$ 1,327,354	\$ 55,491
CASH CARRIED OVER (pg. 5)	\$ 1,229,634		\$ 1,081,184			\$ 882,263	\$ 1,530,673	\$ 1,530,673	\$ 1,530,673	\$ 161,656
SURPLUS (DEFICIT) AFTER OPERATIONAL CASH NEEDS	\$ 1,448,654		\$ 1,188,332			\$ 1,077,400	\$ 1,738,705	\$ 1,738,705	\$ 1,738,705	\$ 217,147
RESERVE ACCOUNT ALLOCATIONS										
	Transfers		Transfers	Actual 22/23		Budget 22/23	Actual 21/22	Budget 21/22	Actual 20/21	Actual 20/21
VCJPA Member Contingency Fund	\$ -		\$ (4,351)	\$ (43,103)		\$ (43,103)	\$ -	\$ -	\$ -	\$ -
PARS: Pension Rate Stabilization	\$ 362,164		\$ 297,083	\$ 269,350		\$ 269,350	\$ 434,676	\$ 434,676	\$ -	\$ -
CA CLASS: Public Health Emergency Fund	\$ (43,296)		\$ (41,085)	\$ (26,732)		\$ (26,732)	\$ -	\$ -	\$ -	\$ -
CA CLASS: Repair and Replace Fund (pg. 7)	\$ 751,168		\$ 866,685	\$ 537,912		\$ 537,912	\$ 1,311,625	\$ 1,311,625	\$ -	\$ 314,315
CA CLASS: Operating Reserve Fund	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ (25,000)
CAMP: Capital Reserve Fund	\$ 378,619		\$ 70,000	\$ 70,009		\$ 339,974	\$ 10,006	\$ (7,596)	\$ -	\$ (72,168)
Total reserve allocations (pg. 7) (see figure 5)	\$ 1,448,654		\$ 1,188,332	\$ 807,436		\$ 1,077,400	\$ 1,756,307	\$ 1,738,705	\$ -	\$ 217,147
SURPLUS (DEFICIT) AFTER RESERVE ALLOCATIONS	\$ -		\$ -			\$ -				

Salaries 7/1/24 - 6/30/25

Date of hire	Position	2024-25	Longevity	Longevity Amount	New Salary	# mo	Subtotal	Deferred Comp.	(per pay period)
Jul-99	VS3	\$ 11,417.29	5%	\$ 570.86	\$ 11,988.15	12	\$ 143,858	\$ 2,157.87	\$ 89.91
Mar-14	VB2	\$ 10,721.81	2%	\$ 214.44	\$ 10,936.25	12	\$ 131,235	\$ 1,968.52	\$ 82.02
Aug-18	VS1	\$ 10,316.30	0%	\$ -	\$ 10,316.30	3	\$ 30,949	\$ 464.23	\$ 77.37
	VS2	\$ 10,851.85	1%	\$ 108.52	\$ 10,960.37	6	\$ 65,762	\$ 986.43	\$ 82.20
	VS3	\$ 11,417.29	1%	\$ 114.17	\$ 11,531.46	3	\$ 34,594	\$ 518.92	\$ 86.49
Apr-02	VB2	\$ 10,721.81	4%	\$ 428.87	\$ 11,150.68	12	\$ 133,808	\$ 2,007.12	\$ 83.63
Nov-03	VB2	\$ 10,721.81	4%	\$ 428.87	\$ 11,150.68	12	\$ 133,808	\$ 2,007.12	\$ 83.63
Mar-02	RPA3	\$ 12,640.12	4%	\$ 505.60	\$ 13,145.72	11	\$ 144,603	\$ 2,169.04	\$ 98.59
	RPA4	\$ 13,272.12	4%	\$ 530.88	\$ 13,803.00	1	\$ 13,803	\$ 207.05	\$ 103.52
Jul-15	Mgr	\$ 17,218.38	1%	\$ 172.18	\$ 17,390.56	12	\$ 208,687		
Sep-15	VB2	\$ 10,721.81	1%	\$ 107.22	\$ 10,829.03	12	\$ 129,948	\$ 1,949.23	\$ 81.22
Jul-15	IT5	\$ 12,484.96	1%	\$ 124.85	\$ 12,609.81	12	\$ 151,318	\$ 2,269.77	\$ 94.57
Nov-19	VB1	\$ 10,212.28	0%	\$ -	\$ 10,212.28	4.5	\$ 45,955	\$ 689.33	\$ 76.59
	VB2	\$ 10,721.81	1%	\$ 107.22	\$ 10,829.03	7.5	\$ 81,218	\$ 1,218.27	\$ 81.22
Jul-15	LAB5	\$ 14,215.84	1%	\$ 142.16	\$ 14,358.00	12	\$ 172,296	\$ 2,584.44	\$ 107.68
Jul-91	Sup 5	\$ 14,075.09	6%	\$ 844.51	\$ 14,919.60	12	\$ 179,035	\$ 2,685.53	\$ 111.90
Jul-20	POC4	\$ 11,231.86	0%	\$ -	\$ 11,231.86	12	\$ 134,782	\$ 2,021.73	\$ 84.24
Dec-22	MCT3	\$ 8,823.21	0%	\$ -	\$ 8,823.21	11	\$ 97,055	\$ 1,455.83	\$ 66.17
	MCT4	\$ 9,264.41	0%	\$ -	\$ 9,264.41	1	\$ 9,264	\$ 138.97	\$ 69.48
Apr-16	FHS4	\$ 10,712.01	1%	\$ 107.12	\$ 10,819.13	11	\$ 119,010	\$ 1,785.16	\$ 81.14
	FHS5	\$ 11,247.61	1%	\$ 112.48	\$ 11,360.09	1	\$ 11,360	\$ 170.40	\$ 85.20
Sep-15	VB2	\$ 10,721.81	1%	\$ 107.22	\$ 10,829.03	12	\$ 129,948	\$ 1,949.23	\$ 81.22
Jan-23	MCT3	\$ 8,823.21	0%	\$ -	\$ 8,823.21	6	\$ 52,939	\$ 794.09	\$ 66.17
	MCT4	\$ 9,264.41	0%	\$ -	\$ 9,264.41	6	\$ 55,586	\$ 833.80	\$ 69.48
Feb-15	Mech 5	\$ 11,199.76	1%	\$ 112.00	\$ 11,311.76	7	\$ 79,182	\$ 1,187.73	\$ 84.84
	Mech 5	\$ 11,199.76	2%	\$ 224.00	\$ 11,423.76	5	\$ 57,119	\$ 856.78	\$ 85.68
NEW	STEP 1	\$ 7,605.70	0%	\$ -	\$ 7,605.70	6	\$ 45,634	\$ 684.51	\$ 57.04
NEW	STEP 2	\$ 8,002.96	0%	\$ -	\$ 8,002.96	6	\$ 48,018	\$ 720.27	\$ 60.02
							\$ 2,640,777	\$ 36,481.36	

Seasonals:

Rate (ave)	#	Hours
\$	23.00	4 1,000
		\$92,000

Unemployment	\$ 12,000.00	\$3,128.00
		\$95,128.00

Trustees:

Rate (monthly per diem)	# of Trustees	Monthly
\$	100.00	15 \$ 1,500.00
	Annual	\$ 18,000.00

Salary	\$ 2,640,777.23
CalPERS Ret.	\$ 652,655.30
Seasonals	\$95,128.00
Trustees	\$18,000.00
Subtotal	\$ 3,388,560.53
Mgr 457	\$ 12,000.00
Mgr Vehicle All.	\$ 3,000.00
Staff 457	\$ 36,481.36
Medicare tax	\$ 39,886.27
Social Security	\$ 6,820.00
Grand Total	\$ 3,486,748.16

CalPERS

	Wages	Employer rate	Unfunded Liability Payment	Total PERS Payments
13.31% Classic	\$ 1,411,164.15	\$ 187,825.95	\$ 360,298.00	\$ 548,123.95
8.18% Pepra	\$ 1,229,613.08	\$ 100,582.35	\$ 3,949	\$ 104,531.35
			\$	652,655.30

CalPERS Plan Code	Current Year Health Rates	Next Year Health Rates (est)	Total Health Costs	Dental Rates	Total Dental	Life Ins. Rates	Total Life Insurance	Vision Rates	Total Vision	SDI	Benefit Cost per person
5332	2,042.82	2,165.39	25,249.26	161.05	1,932.60	6.11	73.32	20.81	249.72		27,504.90
5331	1,021.41	1,082.69	12,624.63	94.06	1,128.72	6.11	73.32	13.40	160.80		13,987.47
5331	1,021.41	1,082.69	12,624.63	94.06	1,128.72	6.11	73.32	13.40	160.80		13,987.47
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5251	1,021.41	1,082.69	12,624.63	251.93	3,023.16	6.11	73.32	33.01	396.12		16,117.23
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5253	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5252	2,042.82	2,165.39	25,249.26	161.05	1,932.60	6.11	73.32	20.81	249.72		27,504.90
5331	1,021.41	1,082.69	12,624.63	94.06	1,128.72	6.11	73.32	13.40	160.80		13,987.47
5252	2,042.82	2,165.39	25,249.26	161.05	1,932.60	6.11	73.32	20.81	249.72		27,504.90
5332	2,042.82	2,165.39	25,249.26	161.05	1,932.60	6.11	73.32	20.81	249.72		27,504.90
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5332	2,042.82	2,165.39	25,249.26	161.05	1,932.60	6.11	73.32	20.81	249.72		27,504.90
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
5332	2,042.82	2,165.39	25,249.26	161.05	1,932.60	6.11	73.32	20.81	249.72		27,504.90
5333	2,655.67	2,815.01	32,824.08	251.93	3,023.16	6.11	73.32	33.01	396.12		36,316.68
4331	1,021.41	1,082.69	12,624.63	94.06	1,128.72	6.11	73.32	13.40	160.80		13,987.47
Subtotal	38,609.33		477,211.32	3,609.91	43,318.92	116.09	1,393.08	475.55	5,706.60	23,767.00	551,396.91
.32% Admin Cost			1,527.08								1,527.08
Staff Totals			478,738.40		43,318.92		1,393.08		5,706.60	23,767.00	552,923.99

CalPERS Plan Code	Current Year Health Rates	Next Year Health Rates (est)	Total Health Costs	Dental Rates	Total Dental	Life Ins. Rates	Total Life Ins.	Vision Rates	Total Vision	SDI	Benefit Cost per person
5361	324.79	344.28	4,014.40	-	1,500.00			20.81	249.72		5,764.12
	-	-	-	94.06	1,128.72			20.81	249.72		1,378.44
6051	448.15	475.04	5,539.13	94.06	1,128.72			13.40	160.80		6,828.65
6082	896.30	950.08	11,078.27	161.05	1,932.60			20.81	249.72		13,260.59
6051	448.15	475.04	5,539.13	94.06	1,128.72			13.40	160.80		6,828.65
5361	324.79	344.28	4,014.40	161.05	1,932.60			20.81	249.72		6,196.72
5331	1,021.41	1,082.69	12,624.63	94.06	1,128.72			13.40	160.80		13,914.15
6081	448.15	475.04	5,539.13	94.06	1,128.72			13.40	160.80		6,828.65
6052	896.30	950.08	11,078.27	161.05	1,932.60			20.81	249.72		13,260.59
5362	649.58	688.55	8,028.81	161.05	1,932.60			20.81	249.72		10,211.13
5362	649.58	688.55	8,028.81	161.05	1,932.60			20.81	249.72		10,211.13
5362	649.58	688.55	8,028.81	161.05	1,932.60			20.81	249.72		10,211.13
5362	649.58	688.55	8,028.81	161.05	1,932.60			20.81	249.72		10,211.13
	7,406.36		91,542.61		20,671.80			240.89	2,890.68		115,105.09
.32% Admin Costs=			292.94								292.94
Annuitant Totals			91,835.55		20,671.80			2,890.68			115,398.03

Grand Total			570,573.94		63,990.72		1,393.08		8,597.28	23,767.00	668,322.02
--------------------	--	--	-------------------	--	------------------	--	-----------------	--	-----------------	------------------	-------------------

Medicare Part B Reimb. 18,000.00

686,322.02

A/C #	BUDGET CATEGORY	staff	Budget 24/25	% change	Budget 23/24	% change	Actual 22/23	A vs B	Budget 22/23	Actual 21/22	Actual 20/21
SERVICE AND SUPPLIES											
5201	Clothing and personal supplies (purchased)	MW	\$ 9,500	6%	\$ 9,000	6%	\$ 7,518	-16%	\$ 9,000	\$ 7,882	\$ 4,859
5202	Laundry service and supplies (rented)	MW	\$ 16,000	23%	\$ 13,000	0%	\$ 12,853	-1%	\$ 13,000	\$ 10,417	\$ 9,125
UTILITIES											
5301	Garbage (Waste Mgmt)	MR	\$ 4,200	0%	\$ 4,200	14%	\$ 3,373	-9%	\$ 3,700	\$ 3,788	\$ 3,113
5302	PG & E	MR/ MW	\$ 18,000	20%	\$ 15,000	11%	\$ 12,673	-6%	\$ 13,500	\$ 10,959	\$ 8,915
5303	Hayward Water & Sewage	MR	\$ 4,500	0%	\$ 4,500	0%	\$ 3,370	-25%	\$ 4,500	\$ 3,388	\$ 3,394
5401	SMALL TOOLS AND INSTRUMENTS	MW	\$ 3,000	0%	\$ 3,000	0%	\$ 2,120	-29%	\$ 3,000	\$ 1,963	\$ 2,189
MAINTENANCE											
5501	Landscaping service	MW	\$ 5,000	0%	\$ 5,000	0%	\$ 2,988	-40%	\$ 5,000	\$ 2,780	\$ 5,012
5502	Facility Maintenance	MW	\$ 25,000	0%	\$ 25,000	0%	\$ 15,074	-40%	\$ 25,000	\$ 23,891	\$ 15,250
5503	Maintenance of equipment	MW	\$ 30,000	0%	\$ 30,000	0%	\$ 36,210	21%	\$ 30,000	\$ 25,355	\$ 22,290
TRANSPORTATION, TRAVEL, TRAINING, & BOARD											
5601	Fuel and GPS (WexMart)	MW/MR	\$ 55,000	-8%	\$ 60,000	9%	\$ 60,798	11%	\$ 55,000	\$ 56,272	\$ 38,922
5602	Meetings, conferences, & travel	RC	\$ 40,000	21%	\$ 33,000	10%	\$ 51,432	71%	\$ 30,000	\$ 30,366	\$ 7,494
5603	Board meeting expenses	RC	\$ 950	19%	\$ 800	23%	\$ 698	7%	\$ 650	\$ 542	\$ -
5605	Board plaques and nameplates	RC	\$ 225	18%	\$ 190	0%	\$ 221	16%	\$ 190	\$ 146	\$ 184
5606	Continuing Education fees	RC	\$ 3,350	12%	\$ 3,000	0%	\$ 240	-92%	\$ 3,000	\$ 2,700	\$ 2,863
5607	Staff Training (staff dev./ college courses)	RC	\$ 15,000	0%	\$ 15,000	0%	\$ 4,936	-67%	\$ 15,000	\$ 15,693	\$ 9,890
PROFESSIONAL SERVICES											
5701	Audit	MR	\$ 16,000	7%	\$ 15,000	0%	\$ 14,650	-2%	\$ 15,000	\$ 14,347	\$ 14,156
5702	Actuarial reports	MR	\$ 3,700	68%	\$ 2,200	-48%	\$ 3,700	-12%	\$ 4,200	\$ 2,200	\$ 1,200
5704	Legal Services	RC	\$ 8,000	0%	\$ 8,000	0%	\$ 7,932	-1%	\$ 8,000	\$ 4,258	\$ 5,263
5706	Tax collection service (SCI)	RC	\$ 39,000	0%	\$ 39,000	5%	\$ 37,642	2%	\$ 37,000	\$ 36,673	\$ 35,545
5707	Payroll service (OnePoint)	MR	\$ 10,000	0%	\$ 10,000	0%	\$ 8,816	-12%	\$ 10,000	\$ 8,650	\$ 8,835
5708	Environmental consultant/ EcoAtlas	EC	\$ 28,700	44%	\$ 20,000	-9%	\$ -	-100%	\$ 22,000	\$ 4,121	\$ 4,121
5709	HR Services (RGS & other)	RC	\$ 5,000	100%	\$ 2,500	0%	\$ -	-100%	\$ 2,500	\$ 4,245	\$ 221
5710	OPEB management (PFM & US Bank)	RC	\$ 25,000	0%	\$ 25,000	0%	\$ 19,565	-22%	\$ 25,000	\$ 22,542	\$ 22,187
5711	Financial advising	RC	\$ 20,000	3900%	\$ 500	-80%	\$ -	-100%	\$ 2,500	\$ -	\$ -
5712	Pre-employment physicals	RC	\$ 800	7%	\$ 750	-25%	\$ 810	-19%	\$ 1,000	\$ 690	\$ 95
5801	MEMBERSHIPS, DUES & SUBSCRIPTIONS	RC	\$ 29,000	7%	\$ 27,000	-27%	\$ 24,594	-34%	\$ 37,000	\$ 25,103	\$ 22,906
5802	INSURANCE - VCJPA	RC	\$ 224,677	6%	\$ 211,959	19%	\$ 176,982	-1%	\$ 178,136	\$ 159,952	\$ 140,724
5901	COMMUNITY EDUCATION	EC	\$ 55,000	4%	\$ 53,000	-4%	\$ 28,194	-49%	\$ 55,000	\$ 26,225	\$ 26,317
OPERATIONS											
6101	Pesticides	JH	\$ 220,000	16%	\$ 190,000	4%	\$ 92,820	-49%	\$ 182,000	\$ 143,588	\$ 174,993
6102	Field supplies (dippers etc)	JH	\$ 3,000	0%	\$ 3,000	-14%	\$ 999	-71%	\$ 3,500	\$ 750	\$ 2,674
6103	Mosquitofish program	MW	\$ 7,500	50%	\$ 5,000	43%	\$ 2,119	-39%	\$ 3,500	\$ 1,315	\$ 2,722
6104	Spray equipment	MW	\$ 8,000	0%	\$ 8,000	0%	\$ 1,513	-81%	\$ 8,000	\$ 5,367	\$ 7,620
6105	Safety	MW	\$ 8,500	0%	\$ 8,500	0%	\$ 6,725	-21%	\$ 8,500	\$ 8,894	\$ 11,160
6106	Aerial Pool Survey	RF	\$ 25,000	25%	\$ 20,000	0%	\$ 15,100	-25%	\$ 20,000	\$ 21,300	\$ 20,000
6107	Permits	EC	\$ 4,000	100%	\$ 2,000	0%	\$ 1,363	-32%	\$ 2,000	\$ 1,362	\$ 4,193
6108	Helicopter service	JH	\$ 25,000	0%	\$ 25,000	0%	\$ -	-100%	\$ 25,000	\$ -	\$ -
6109	Drone (NEW)	EHS	\$ 7,500		\$ -		\$ -		\$ -	\$ -	\$ -
HOUSEHOLD EXPENSES											
6201	Janitorial service	MW	\$ 8,500	13%	\$ 7,500	0%	\$ 7,294	-3%	\$ 7,500	\$ 5,940	\$ 7,357
6202	Supplies (+ emergency)	MW	\$ 3,200	12%	\$ 2,850	0%	\$ 2,023	-29%	\$ 2,850	\$ 1,753	\$ 2,235
6203	Alarm service	RF	\$ 11,000	0%	\$ 11,000	15%	\$ 9,200	-4%	\$ 9,600	\$ 17,695	\$ 6,289
6301	OFFICE EXPENSES	MR	\$ 10,000	-23%	\$ 13,000	8%	\$ 7,248	-40%	\$ 12,000	\$ 7,003	\$ 9,748
IT/ COMMUNICATIONS											
6401	IT Expenses	RF	\$ 90,000	29%	\$ 70,000	0%	\$ 71,063	2%	\$ 70,000	\$ 50,704	\$ 42,997
6402	Telephone Service & Internet	RF	\$ 11,000	10%	\$ 10,000	-9%	\$ 8,753	-20%	\$ 11,000	\$ 10,018	\$ 9,778
6403	Website hosting	RF	\$ 3,000	0%	\$ 3,000	25%	\$ 2,400	0%	\$ 2,400	\$ 2,400	\$ 2,400
6404	Cell phone service	RF	\$ 15,000	0%	\$ 15,000	-17%	\$ 12,871	-28%	\$ 18,000	\$ 8,942	\$ 13,149
6405	Microsoft Office 365	RF	\$ 6,500	8%	\$ 6,000	20%	\$ 2,611	-48%	\$ 5,000	\$ 2,886	\$ 3,240
LABORATORY											
6501	Mosquito and pathogen monitoring	EHS	\$ 110,000	10%	\$ 100,000	5%	\$ 74,530	-22%	\$ 95,000	\$ 66,017	\$ 50,024
6502	Insecticide resistance	EHS	\$ 5,000	0%	\$ 5,000	-68%	\$ 8,226	-47%	\$ 15,500	\$ 11	\$ 1,943
6503	Research	EHS	\$ 25,000	-29%	\$ 35,000	59%	\$ 24,028	9%	\$ 22,000	\$ 16,326	\$ 12,169
Total			\$ 1,301,302	9%	\$ 1,191,449	6%	\$ 904,069	-20%	\$ 1,124,526	\$ 893,100	\$ 816,194

Estimate of Cash Carryover from Fiscal Year 23/24 to 24/25

	debits	credits	balance
LAIF, Operational Fund, County, and Five Star Balances as of January 31, 2024			\$ 4,671,235
February check batch #1	\$ 156,628		\$ 4,514,607
February check batch #2	\$ 243,069		\$ 4,271,538
Balance as of February 29, 2024			\$ 4,455,323 <i>estimates below</i>
March check batch #1	\$ 150,117		\$ 4,305,206
<i>March check batch #2</i>	\$ 174,317		\$ 4,130,890
Balance as of March 31, 2024			\$ 4,088,448
April check batch #1	\$ 160,000		\$ 3,928,448
Deposit		2,300,000	
April check batch #2	\$ 160,000		\$ 6,068,448
Balance as of April 30, 2024			\$ 6,068,448
<i>May check batch #1</i>	\$ 160,000		\$ 5,908,448
<i>May check batch #2</i>	\$ 160,000		\$ 5,748,448
<i>Balance as of May 31, 2024</i>			\$ 5,748,448
<i>June check batch #1</i>	\$ 175,000		\$ 5,573,448
<i>June check batch #2</i>	\$ 175,000		\$ 5,398,448
<i>Balance as of June 30, 2024</i>			
Totals	\$ 1,314,433	\$ 2,300,000	\$ 5,398,448
<i>Unused capital funds (pg. 6)</i>			\$ 140,000
<i>Reserve transfers from prior year</i>			\$ 1,118,332
Operational requirement (July-December)			\$ 3,190,482
<u>Estimated Cash Carried Over</u>			\$ 1,229,634

CAPITAL EXPENDITURES (Outlay)					
	2020/21 Budgeted	2021-22	2022-23	2023-24	2024-25
<u>20/21 Capital Reserve</u> (new assets & non-capital projects)					
Exterior & carport painting	\$39,000				
Lobby display	\$20,000				
20/21 Capital Reserve Total	\$59,000				
Unused capital funds (cash carried over)	\$20,500				
<u>21/22 Capital Reserve</u> (new assets & non-capital projects)					
Lobby display		\$30,000			
<u>21/22 Repair and Replace (replacement assets)</u>					
V42		\$40,000			
21/22 Capital Reserve and Repair and Replace Total		\$70,000			
Unused capital funds (cash carried over)		\$30,000			
<u>22/23 Capital Reserve</u> (new assets & non-capital projects)					
Fish Enclosure			\$ 250,000		
Lobby Display			\$ 30,000		
22/23 Capital Reserve Total			\$ 280,000		
<u>22/23 Repair and Replace</u> (replacement assets)					
MapVision - Gen 3			\$ 70,000		
Microscope			\$ 23,000		
22/23 Repair and Replace Total			\$ 93,000		
Unused capital funds (cash carried over)			\$ 70,000		
<u>23/24 Capital Reserve</u> (new assets & non-capital projects)				\$ -	
23/24 Capital Reserve Total				\$ -	
<u>22/23 Repair and Replace</u> (replacement assets)					
MapVision - Gen 3				\$ 140,000	
23/24 Repair and Replace Total				\$ 140,000	
Unused capital funds (cash carried over)				\$ 140,000	
<u>24/25 Capital Reserve</u> (new assets & non-capital projects)					\$ -
24/25 Capital Reserve Total					\$ -
<u>24/25 Repair and Replace</u> (replacement assets)					
MapVision - Gen 3					\$ 140,000
V32 (Public Ed)					\$ 40,000
V36 (Spare Truck)					\$ 40,000
V39 (Joseph)					\$ 40,000
V43(Sarah)					\$ 40,000
V46(Erick)					\$ 40,000
V47(Ben)					\$ 40,000
V48(Alex)					\$ 40,000
V50(John)					\$ 40,000
24/25 Repair and Replace Total					\$ 460,000
Unused capital funds (cash carried over)					\$ 140,000

<u>Committed Reserve Funds</u>	<u>Target Level</u>	<u>As of March 31, 2024</u>	<u>Transfers²</u>	<u>Current Funded %</u>	<u>Proposed Funded %</u>
VCJPA Member Contingency Fund ¹	\$320,716	\$320,716	\$0	100%	100%
CA CLASS: Public Health Emergency Fund	\$500,000	\$543,296	-\$43,296	109%	100%
CA CLASS: Repair and Replace Fund	\$4,319,711	\$3,276,909	\$751,168	76%	93%
CA CLASS: Operating Reserve Fund	\$2,940,994	\$2,105,280	\$0	72%	72%
CAMP: Capital Reserve Fund ²	\$0	\$81,381	\$378,619 NA		NA
<u>Restricted Reserve Funds</u>					
PARS: Pension Rate Stabilization ³	\$4,670,042	\$2,541,399	\$362,164	54%	62%
Other Post Employment Benefit Fund (OPEB) ⁴	\$3,441,610	\$4,941,562		144%	144%
<u>TOTAL</u>		\$13,810,544	\$1,448,654		

¹ Balance as of December 31, 2023.

² - Capital Reserve transferred at start of fiscal year to also include repair and replace purchases, all other transfers occur after the fiscal year.

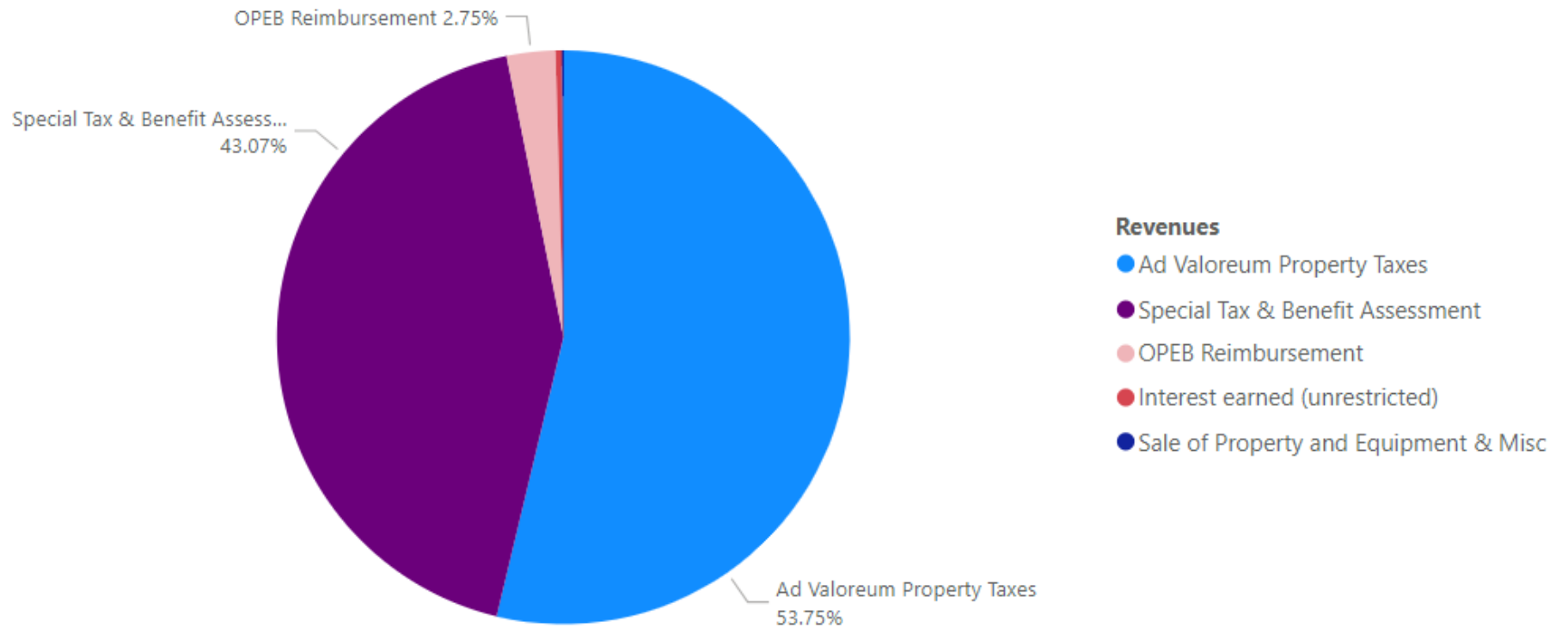
³ - Balance as of February 29, 2024. Unfunded Accrued Liability as of June 30, 2022.

⁴ - OPEB liability as of June 30, 2023.

Alameda County Mosquito Abatement District
FY 2024/25

Figure 1: The District expects to receive a total revenue of \$5,759,392 for the fiscal year 2024/25. The revenue breakdown is as follows: Ad Valorem Property Taxes (\$3,095,524), Special Tax & Benefit Assessment (\$2,480,470), OPEB Reimbursement (\$158,398), Interest Earned – non-restricted(\$20,000), and Sale of Property and Equipment & Misc (\$5,000). We anticipate a 14% increase in revenue compared to the budgeted amount for the preceding fiscal year.

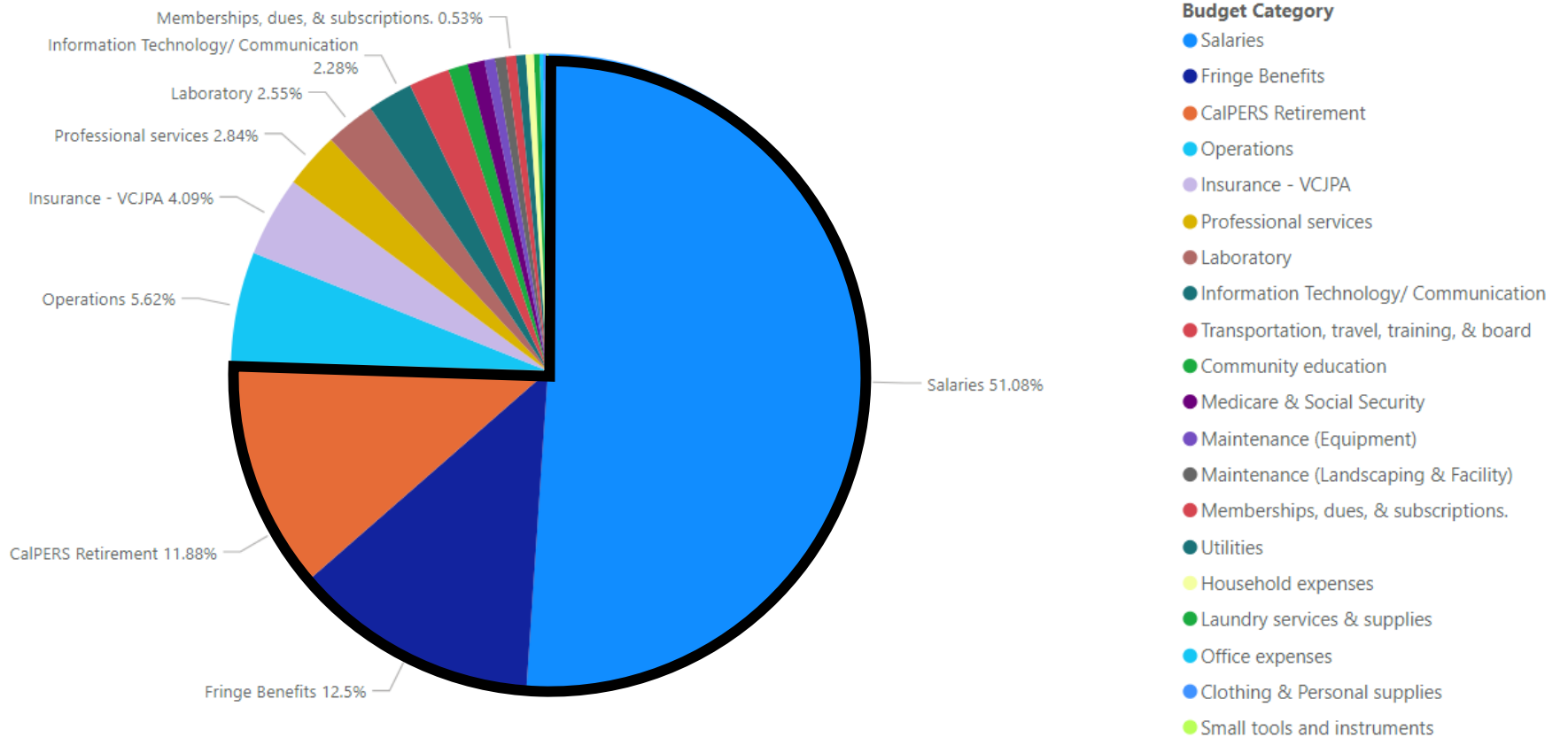
FY 2024/25 - Budgeted Revenue



Alameda County Mosquito Abatement District
FY 2024/25

Figure 2: The pie chart below illustrates the breakdown of total expenditures amounting to \$5,540,372. Notably, there has been a 13% increase in the total expenditures compared to the previous fiscal year.

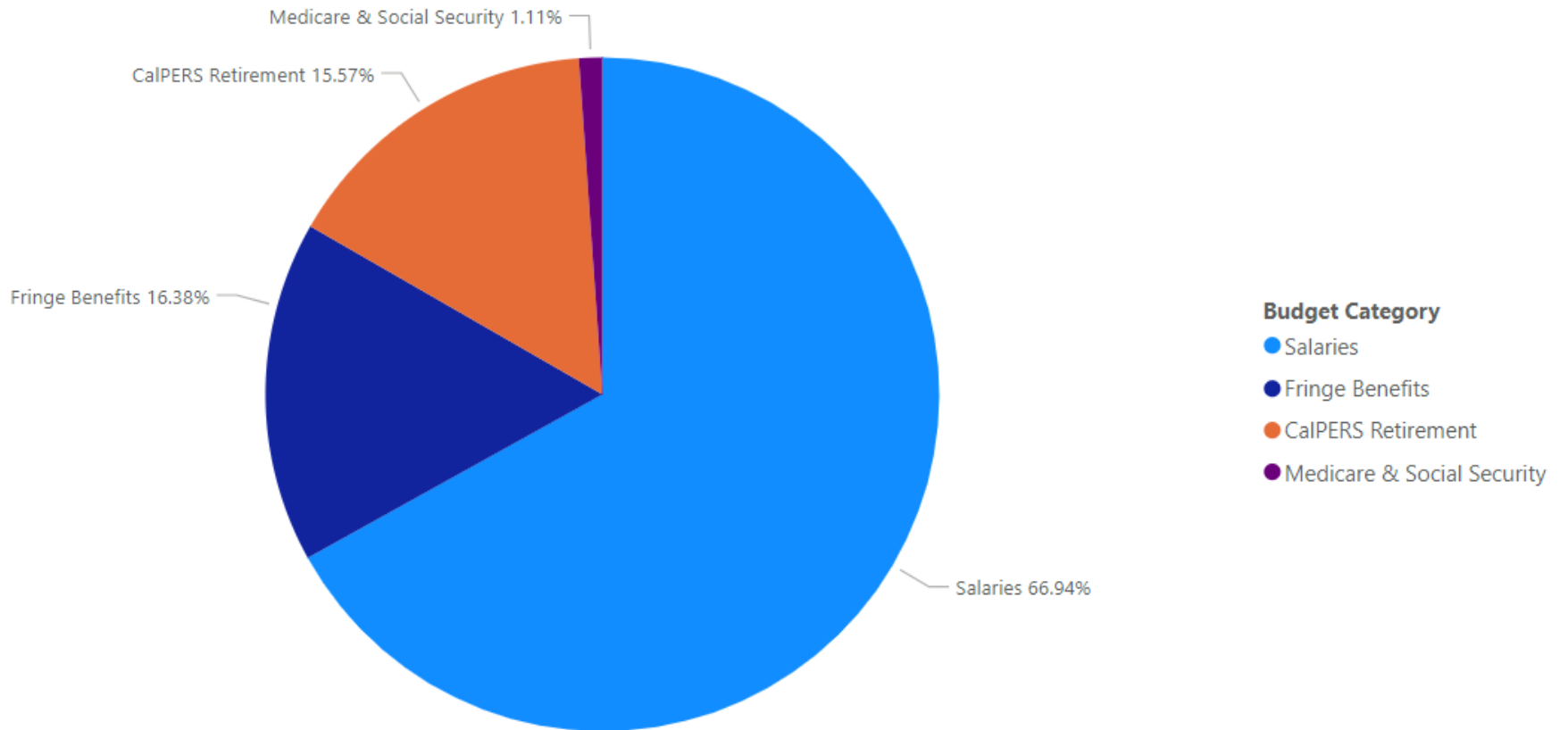
FY 2024/25 - Expenditures



Alameda County Mosquito Abatement District
FY 2024/25

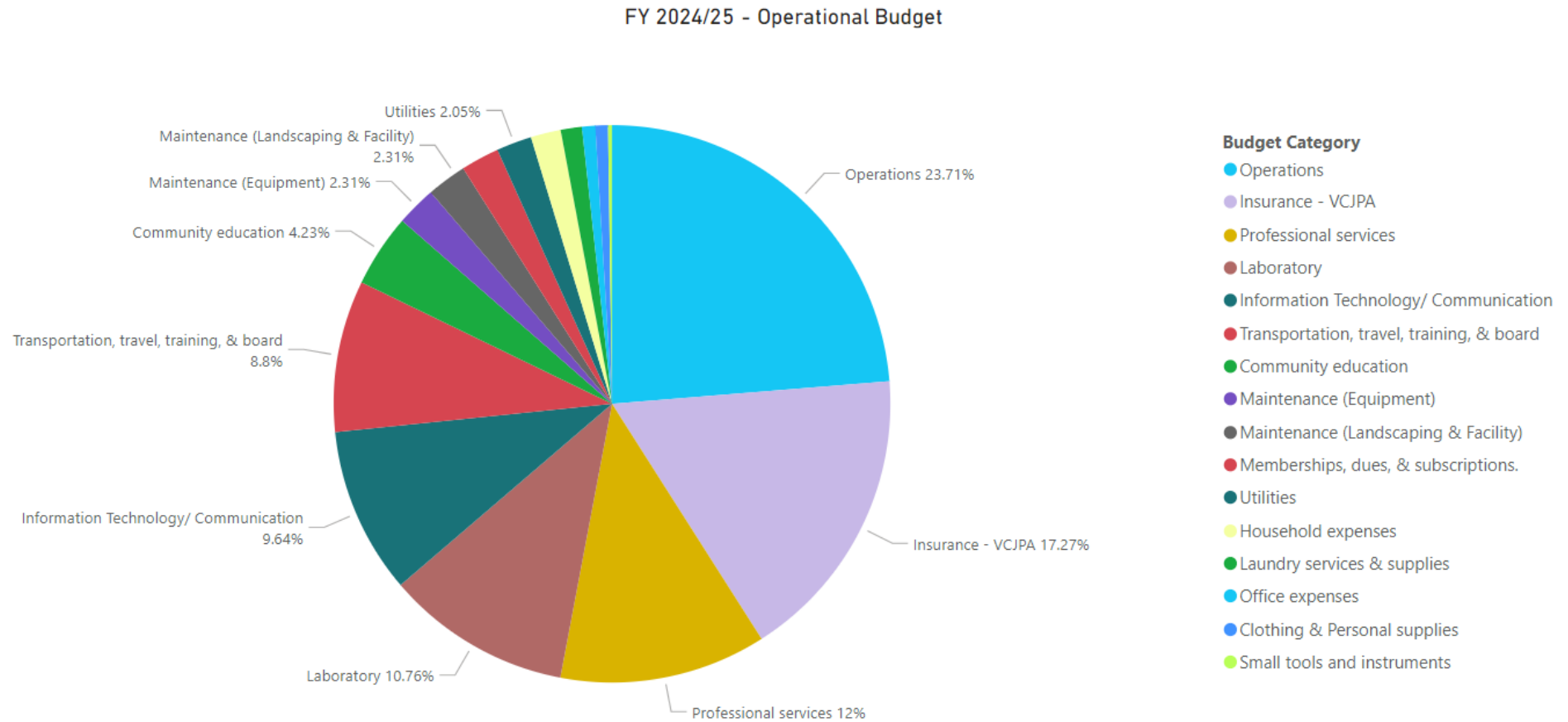
Figure 3: The pie chart below details the breakdown for Salaries (\$2,805,387), Fringe Benefits (\$686,322), CalPERS Retirement (\$652,655), and Medicare & Social Security (\$46,706). This represents a 14% increase from the previous fiscal year.

FY 2024/25 - Salaries, Fringe Benefits, CalPERS Retirement and Medicare & Social Security



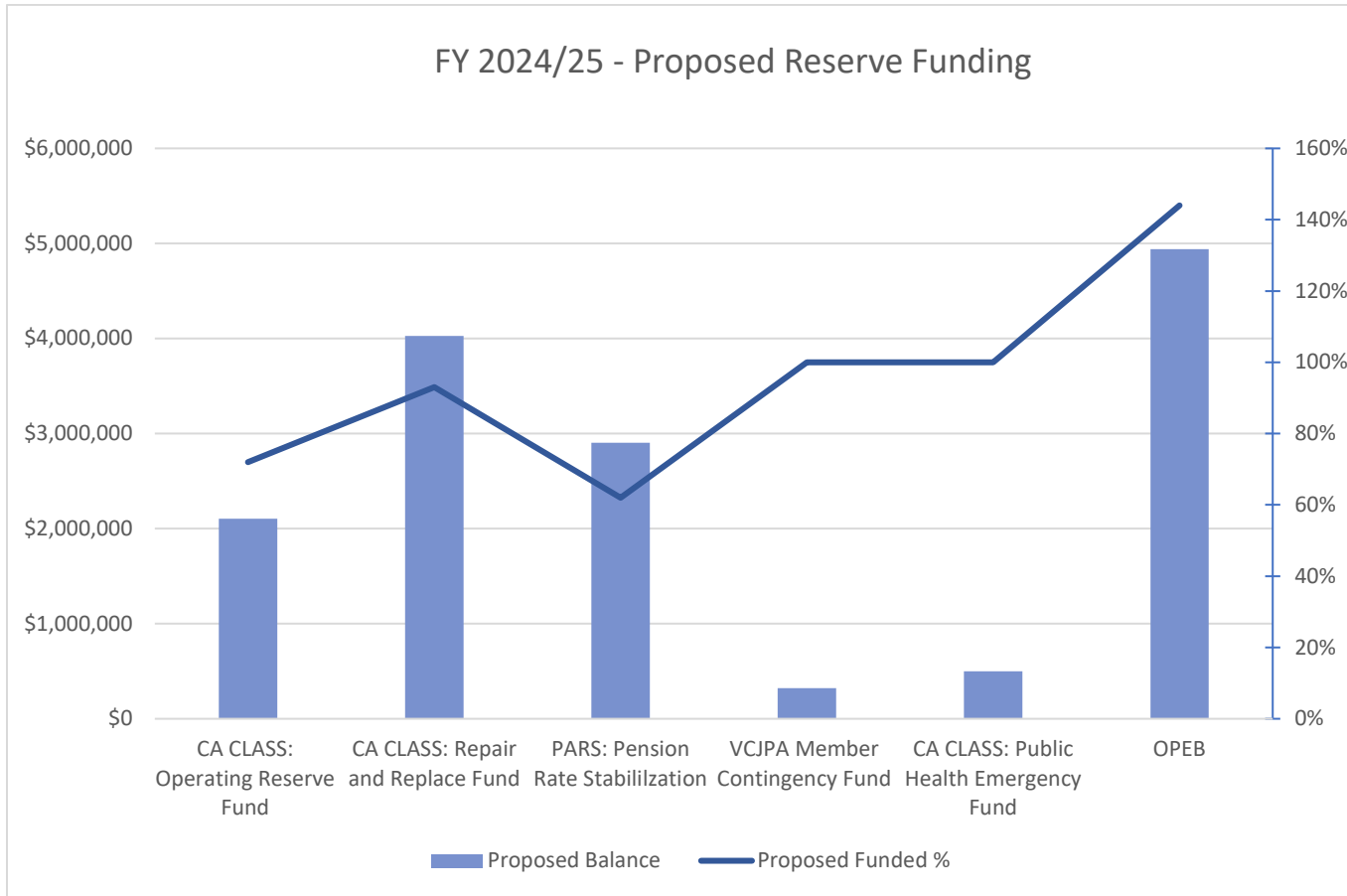
Alameda County Mosquito Abatement District
FY 2024/25

Figure 4: The pie chart below displays the breakdown of the total staff budget, which amounts to \$1,301,302. This reflects a 9% increase from the previous fiscal year.



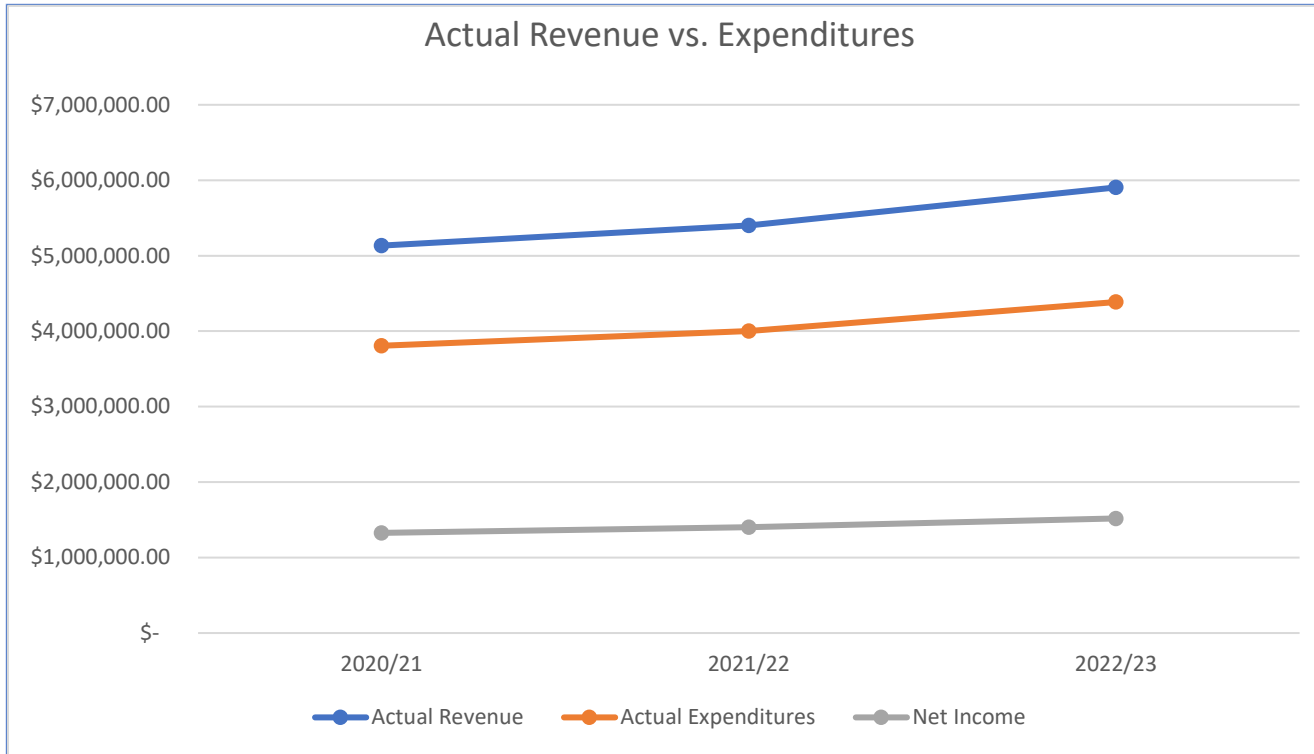
Alameda County Mosquito Abatement District
FY 2024/25

Figure 5: The chart below outlines the Proposed Reserve Funding for the fiscal year 2024/25.



Alameda County Mosquito Abatement District
FY 2024/25

Figure 6: The chart displayed below presents a comparison of actual revenue versus expenditures for the previous three fiscal years.



Alameda County Mosquito Abatement Dist.
Check Register
 For the Period From Mar 1, 2024 to Mar 15, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
4368	3/13/24	Adapco	6,920.62
4369	3/13/24	Airgas	975.46
4370	3/13/24	Alco Sheet Metal and Heating, Inc.	485.00
4371	3/13/24	AT&T	92.80
4372	3/13/24	Bay Alarm	956.17
4373	3/13/24	California Department of Public Health	195.00
4374	3/13/24	Cintas	664.30
4375	3/13/24	Coverall North America, Inc.	495.00
4376	3/13/24	Grainger	399.22
4377	3/13/24	Mello, Melvin	1,200.00
4378	3/13/24	NBC Supply Corp	797.40
4379	3/13/24	PC Professional	750.00
4380	3/13/24	PG&E	623.26
4381	3/13/24	Testing Engineers, Inc	3,864.00
4382	3/13/24	Treds	1,706.94
4383	3/13/24	UMPQUA Bank Commerical Card OPS (Credit card)	15,482.70
4384	3/13/24	UMPQUA Bank Commerical Card OPS (Fuel)	2,821.17
4385	3/13/24	Voya Institutional Trust Company	185.16
ACH	3/13/24	Alameda County Mosquito Abatement Dist (Payroll)	92,119.23
ACH	3/13/24	CalPERS Retirement	18,733.77
ACH	3/13/24	CalPERS 457	4,513.34
Total Expenditures - March 15, 2024			153,980.54

Alameda County Mosquito Abatement Dist.
Check Register
For the Period From Mar 16, 2024 to Mar 31, 2024

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Amount
4386	3/27/24	Airgas	1,114.38
4387	3/27/24	Bay Area Carnivorous Plant Society	150.00
4388	3/27/24	Cintas	505.68
4389	3/27/24	Delta Dental	4,837.68
4390	3/27/24	GCJ, Inc.	224,293.33
4391	3/27/24	Grainger	813.20
4392	3/27/24	Industrial Park Landscape Maintenance	261.00
4393	3/27/24	NBC Supply Corp	285.77
4394	3/27/24	Friends of Peralta Hacienda Historical	150.00
4395	3/27/24	PG&E	6,527.87
4396	3/27/24	Regional Government	1,065.40
4397	3/27/24	Verizon	334.67
4398	3/27/24	Voya Institutional Trust Company	185.16
4399	3/27/24	VSP	626.02
4400	3/27/24	WEX Bank	538.65
ACH	3/27/24	Alameda County Mosquito Abatement Dist (Payroll)	93,631.15
ACH	3/27/24	CalPERS Health	44,158.10
ACH	3/27/24	CalPERS Retirement	18,777.88
ACH	3/27/24	CalPERS 457	4,513.81
Total Expenditures - March 31, 2024			402,769.75

**Alameda County Mosquito Abatement District
Income Statement
March 31, 2024. (9 of 12 mth, 75%)**

REVENUES	Actual 2021/22	Actual 2022/23	Current Month	Year to Date 2023/24	Budget 2023/24	Actual vs Budget
Total Revenue	\$ 5,416,367.00	\$ 5,926,614.00	\$ 38,646.43	\$ 3,447,433.03	\$ 5,008,804.00	69%

EXPENDITURES	Actual 2021/22	Actual 2022/23 ¹	Current Month ²	Year to Date 2023/24	Budget 2023/24	Actual vs Budget
Salaries	\$ 2,129,077.24	\$ 2,309,118.48	\$ 207,745.23	\$ 1,828,951.17	\$2,462,469	74%
CalPERS Retirement	\$ 471,085.19	\$ 525,486.67	\$ 22,101.70	\$ 483,314.07	\$553,955	87%
Medicare & Social Security	\$ 30,025.60	\$ 33,691.96	\$ 2,812.57	\$ 24,126.30	\$40,292	60%
Fringe Benefits	\$ 484,487.10	\$ 604,257.75	\$ 50,821.80	\$ 461,615.77	\$605,491	76%
Total Salaries, Retirement, & Benefits	\$ 3,114,675.13	\$ 3,472,554.86	\$ 283,481.30	\$ 2,798,007.31	\$3,662,207	76%
Clothing and personal supplies (purchased)	\$ 7,881.80	\$ 7,517.57	\$ 635.15	\$ 2,883.57	\$9,000	32%
Laundry service and supplies (rented)	\$ 10,417.41	\$ 12,853.29	\$ 1,169.98	\$ 10,722.03	\$13,000	82%
Utilities	\$ 18,134.35	\$ 19,415.68	\$ 7,543.43	\$ 15,905.51	\$23,700	67%
Communications-IT	\$ 74,950.03	\$ 97,711.30	\$ 2,339.46	\$ 51,569.22	\$104,000	50%
Maintenance: structures & improvements	\$ 26,671.36	\$ 18,062.12	\$ 2,620.50	\$ 15,367.36	\$30,000	51%
Maintenance of equipment	\$ 25,354.56	\$ 36,209.89	\$ 5,465.04	\$ 17,796.09	\$30,000	59%
Transportation, travel, training, & board	\$ 120,418.29	\$ 133,124.33	\$ 6,895.84	\$ 88,711.54	\$127,990	69%
Professional services	\$ 97,726.00	\$ 93,114.84	\$ 1,065.40	\$ 76,804.53	\$122,950	62%
Memberships, dues, & subscriptions	\$ 25,103.23	\$ 24,593.62	\$ 100.00	\$ 20,920.94	\$27,000	77%
Insurance - (VCJPA, UAS)	\$ 160,932.64	\$ 177,962.64	\$ -	\$ 209,342.00	\$211,959	99%
Community education	\$ 26,225.45	\$ 28,193.67	\$ 644.36	\$ 17,065.81	\$53,000	32%
Operations	\$ 182,575.57	\$ 120,638.42	\$ 6,596.78	\$ 190,258.44	\$261,500	73%
Household expenses	\$ 25,388.02	\$ 18,517.21	\$ 1,975.82	\$ 13,642.69	\$21,350	64%
Office expenses	\$ 7,002.84	\$ 7,247.77	\$ 81.06	\$ 5,022.36	\$13,000	39%
Laboratory supplies	\$ 82,354.03	\$ 106,783.12	\$ 5,054.22	\$ 85,593.34	\$140,000	61%
Small tools and instruments	\$ 1,963.31	\$ 2,119.69	\$ 58.30	\$ 844.45	\$3,000	28%
Total Staff Budget	\$ 893,098.89	\$ 904,065.16	\$ 42,245.34	\$ 822,449.88	\$1,191,449	69%
Total Operating Expenditures	\$ 4,007,774.02	\$ 4,376,620.02	\$ 325,726.64	\$ 3,620,457.19	\$4,853,656	75%

1 - As of June 30, 2023.

2 - Total Operating Expenditures in current month may not match the check register due to accounts receivable, petty cash transactions, and transactions related to the last fiscal year.

**Alameda County Mosquito Abatement District
Investment, Reserves, and Cash Balance Report
March 31, 2024. (9 of 12 mth, 75%)**

Account #	Investment Accounts	Beginning Balance	Deposits	Withdrawals	Earnings ¹	Ending Balance
1004	LAIF	\$ 109,399.64	\$ -	\$ -	\$ -	\$ 109,399.64
1005	OPEB Fund	\$ 4,839,232.61	\$ -	\$ -	\$ 102,329.09	\$ 4,941,561.70
1006	VCJPA Member Contingency ²	\$ 320,716.00	\$ -	\$ -	\$ -	\$ 320,716.00
1011	CAMP: Capital Reserve Fund ³	\$ 308,252.35	\$ -	\$ (228,157.33)	\$ 1,286.44	\$ 81,381.46
1012	PARS: Pension Stabilization ⁴	\$ 2,525,640.10	\$ -	\$ -	\$ 15,759.23	\$ 2,541,399.33
1013	California CLASS: Public Health Emergency Fund	\$ 540,812.79	\$ -	\$ -	\$ 2,483.24	\$ 543,296.03
1014	California CLASS: Operational Fund ⁵	\$ 3,833,475.58	\$ -	\$ (324,433.36)	\$ 17,224.05	\$ 3,526,266.27
1015	California CLASS: Repair and Replace Fund	\$ 3,261,931.61	\$ -	\$ -	\$ 14,977.72	\$ 3,276,909.33
1016	California CLASS: Operating Reserve Fund	\$ 2,095,657.11	\$ -	\$ -	\$ 9,622.57	\$ 2,105,279.68
Total		\$ 17,835,117.79	\$ -	\$ (552,590.69)	\$ 163,682.34	\$ 17,446,209.44
Account #	Cash Accounts	Beginning Balance	Deposits	Activity	Ending Balance	
1001	Bank of America (Payroll Account) *	\$ 143,468.09	\$ -	\$ -	\$ 147,698.18	
1003	County Account	\$ 142,294.70	\$ -	\$ 37,353.15	\$ 179,647.85	
1017	Five Star Bank (Transfer Account) * ^{3 5}	\$ 370,153.06	\$ -	\$ -	\$ 273,134.30	
1018	Petty Cash	\$ 477.06	\$ -	\$ -	\$ 477.06	
Total		\$ 656,392.91	\$ -	\$ 37,353.15	\$ 600,957.39	

1 - Earnings are booked as unrealized gains/losses. These earnings would not be recognized as "realized" gains/losses until the accounts are liquidated.

2 - VCJPA Member Contingency balance is as of December 31, 2023.

3 - \$228,157.33 transferred from CAMP: Capital Reserve Fund to Five Star Bank for payments related to the fish project.

4 - PARS - Pension Stabilization balance is as of February 29, 2024.

5 - \$324,433.36 transferred from CA CLASS :Operational Fund to Five Star Bank for March expenditures.

* - Ending balance differs from beginning balance due to checks clearing the account.

Alameda County Mosquito Abatement
Balance Sheet Comparison
March

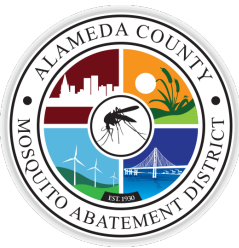
ASSETS	3/31/2024	3/31/2023	3/31/2022
Current Assets			
Bank of America payroll	\$ 142,385.73	\$ 151,267.14	\$ 90,033.45
Bank of the West ¹	-	453,725.52	439,835.09
County	179,647.85	242,084.24	197,114.25
Cash with LAIF	109,399.64	99,903.73	3,953,778.59
VCJPA- Member Contingency	320,716.00	353,832.00	356,439.00
CAMP - Repair and Replace ²	-	-	1,356,028.41
CAMP - Public Health Emergency ³	-	-	526,516.46
CAMP - Operating Reserve ⁴	-	-	1,945,423.06
CAMP - Capital Reserve Fund	81,381.46	365,508.12	30,014.04
PARS	2,541,399.33	2,102,583.99	1,772,593.51
Five Star Bank	201,853.36	-	-
California CLASS: Public Health Emergency Fund	543,296.03	541,084.92	-
California CLASS: Operational Fund	3,526,266.27	2,791,148.80	-
California CLASS: Repair and Replace Fund	3,276,909.33	2,688,884.88	-
California CLASS: Operating Reserve Fund	2,105,279.68	1,995,031.14	-
Accounts Receivable	-	491.10	-
Petty cash	477.06	-	433.03
Total Current Assets	13,029,011.74	11,785,545.58	10,668,208.89
Property and Equipment			
Acc Dep - equipment	(1,737,755.00)	(1,709,382.00)	(1,594,225.00)
Acc Dep - stru & improv	(2,833,179.00)	(2,723,997.00)	(2,604,632.00)
Construction in progress	397,919.13	23,710.43	-
Equipment	1,909,336.70	1,830,175.69	1,769,859.00
Structure/improvement	4,760,618.00	4,760,618.00	4,760,618.00
Land	61,406.00	61,406.00	61,406.00
Total Property and Equipment	2,558,345.83	2,242,531.12	2,393,026.00
Other Assets			
Net OPEB Asset	1,199,826.00	1,225,311.00	2,522,763.00
Total Other Assets	1,199,826.00	1,225,311.00	2,522,763.00
Total Assets	\$ 16,787,183.57	\$ 15,253,387.70	\$ 15,583,997.89
LIABILITIES AND CAPITAL			
Current Liabilities			
Accounts payable	\$ 98,858.35	\$ 124,491.15	\$ 140,234.39
Acc payroll/vacation	210,892.93	201,023.94	208,228.89
Def inflow - 75	667,236.00	1,046,869.00	1,254,695.00
Def inflow pen defer GASB 68	272,874.00	1,941,395.00	208,602.00
Defer outflow pen cont GASB 68	(1,900,029.00)	(822,206.00)	(936,411.00)
Net pension liability GASB 68	4,327,920.00	2,034,280.00	3,603,091.00
Total Current Liabilities	\$ 3,677,752.28	\$ 4,525,853.09	\$ 4,478,440.28
Total Liabilities	3,677,752.28	4,525,853.09	4,478,440.28
Capital			
Designated fund balances	3,851,684.55	3,044,832.55	4,412,645.55
Investment in general fixed as	8,970,984.88	7,642,845.18	6,677,881.96
Net Income	286,761.86	39,856.88	15,030.10
Total Capital	13,109,431.29	10,727,534.61	11,105,557.61
Total Liabilities & Capital	\$ 16,787,183.57	\$ 15,253,387.70	\$ 15,583,997.89

1 - Bank of the West account was closed June 2023.

2 - CAMP: Repair and Replace Fund was closed February 2023.

3 - CAMP: Public Health Emergency Fund was closed September 2022.

4 - CAMP: Operating Reserve Fund was closed February 2023.



23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Board of Trustees

MONTHLY STAFF REPORT –1124

President

Cathy Roache

County-at-Large

Vice-President

Tyler Savage

Alameda

Secretary

Valerie Arkin

Pleasanton

Robin López

Albany

P. Robert Beatty

Berkeley

Kashef Qaadri

Dublin

vacant

Emeryville

John Zlatnik

Fremont

George Syrop

Hayward

Maya Manoharan

Livermore

vacant

Oakland

Eric Hentschke

Newark

Hope Salzer

Piedmont

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

OPERATIONS REPORT

The main focus of operations for the month was on *Culex spp.* mosquitoes. The main species for March were controlling *Culex tarsalis* through inspections and treatments aimed at eliminating larvae prior to their emergence and dispersal into the environment. These control efforts are the main component of ACMAD's West Nile virus (WNV) control program. In March, a WNV positive crow and group of positive mosquitoes were verified by the district lab. Early virus detection this year continues to emphasize the importance of controlling these genera of mosquitoes as they are the potential vectors of WNV. Our other two *Cx. spp.* of concern, *Culex pipiens* and *Culex erythrothorax* also began showing up, but in relatively low numbers. As more spring-like conditions prevail, all three species will become much more prevalent throughout our county. Control of these mosquitoes will dominate much of operations staff time in the months to come.

March is typically the month where treatments for our winter mosquito species, *Aedes squamiger*, *Aedes washinoi*, *Aedes sierrensis*, and *Culiseta inornata* are finalized. Around the spring equinox is when the adults of the aforementioned *Ae. spp.* tend to emerge if the larvae have not been treated. Based on adult mosquito trapping by the ACMAD lab, good control of these mosquitoes has been achieved in many locations. Continued trapping and service request data in April and May will confirm this. Late rains coupled with intermittent cooler periods provided *Cs. inornata* with conditions suitable for them to persist longer than usual, but they should start sequestering for the spring/summer months soon. There is often some habitat overlap between *Cs. inornata* and *Cx. tarsalis* so a number of treatments conducted in March impacted larvae of both species simultaneously. Continued rains during the month kept numerous potential breeding sources full of standing water providing ongoing mosquito habitats county-wide. A benefit of the continued rain was that sources such as catch basins, storm drains, creeks, and canals were flushed out regularly. This flushing postpones these habitat types from being viable for mosquito reproduction and the need to inspect and treat them until the rains cease. That dynamic will likely start to shift in April or May.

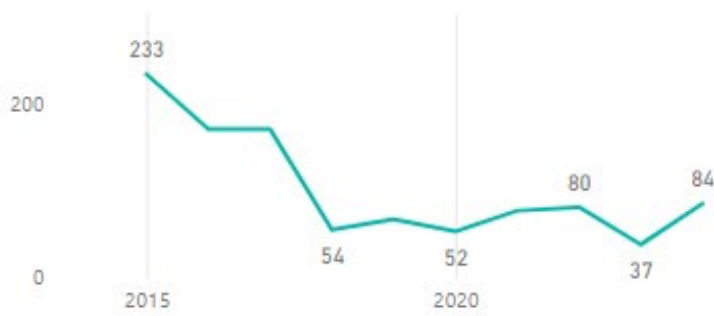
Requests for service received from the public in March totaled eighty-four. This number was close to 20% lower than the ten-year average for the month. Close to half of the requests were "requests for mosquito fish" for backyard ponds, unmaintained swimming pools, and livestock watering troughs. Requests to "report standing water" remained consistent due to the continued rainfall. Many of the requests of this nature were for containers and unmaintained swimming pools on the requester's properties or on adjacent properties. Results from operations responses to requests to "report a mosquito problem" continued to be mainly generated by non-biting "mosquito-like" insects such as midges and crane flies which were prevalent in high numbers throughout the county. One of the seven requests to "report a dead bird" yielded the aforementioned WNV positive crow. Finally, two requests to "request an insect I.D." were received. These specimens were identified, and the results were reported to the requesters.

Field Operations Supervisor
Joseph Huston

Service Requests March 2024

March SR Count	March 10 Year Min Count	March 10 Year Max Count	March 10 Year Average
84	37	233	102.20

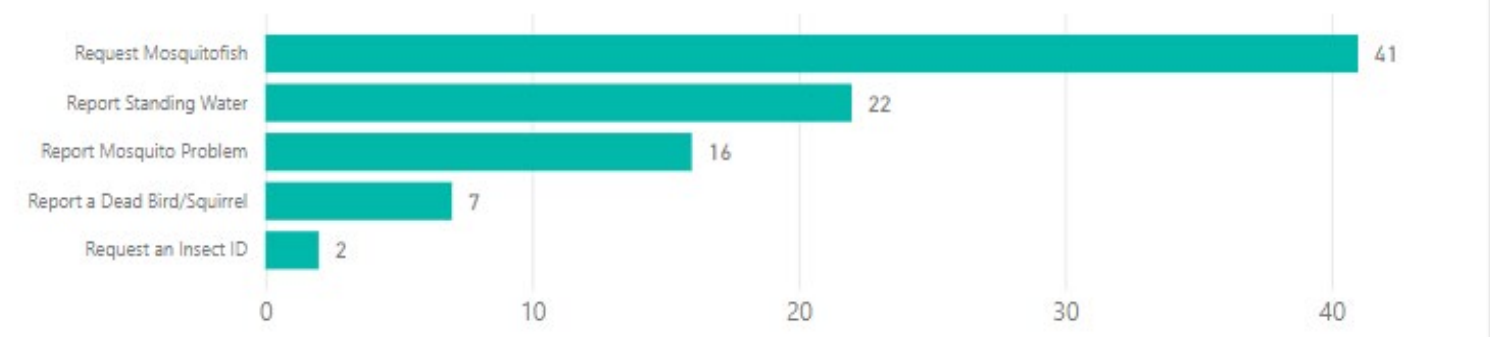
March SR's by Year - 10 Year History



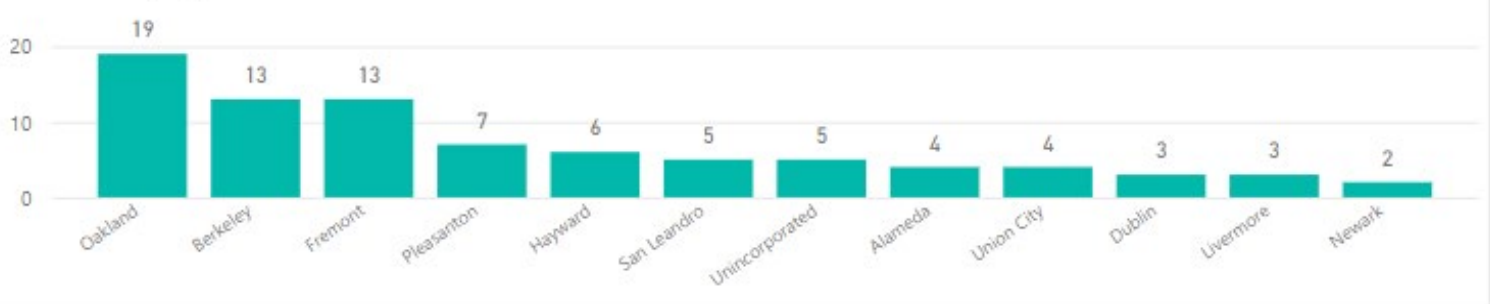
Year Over Year Comparison



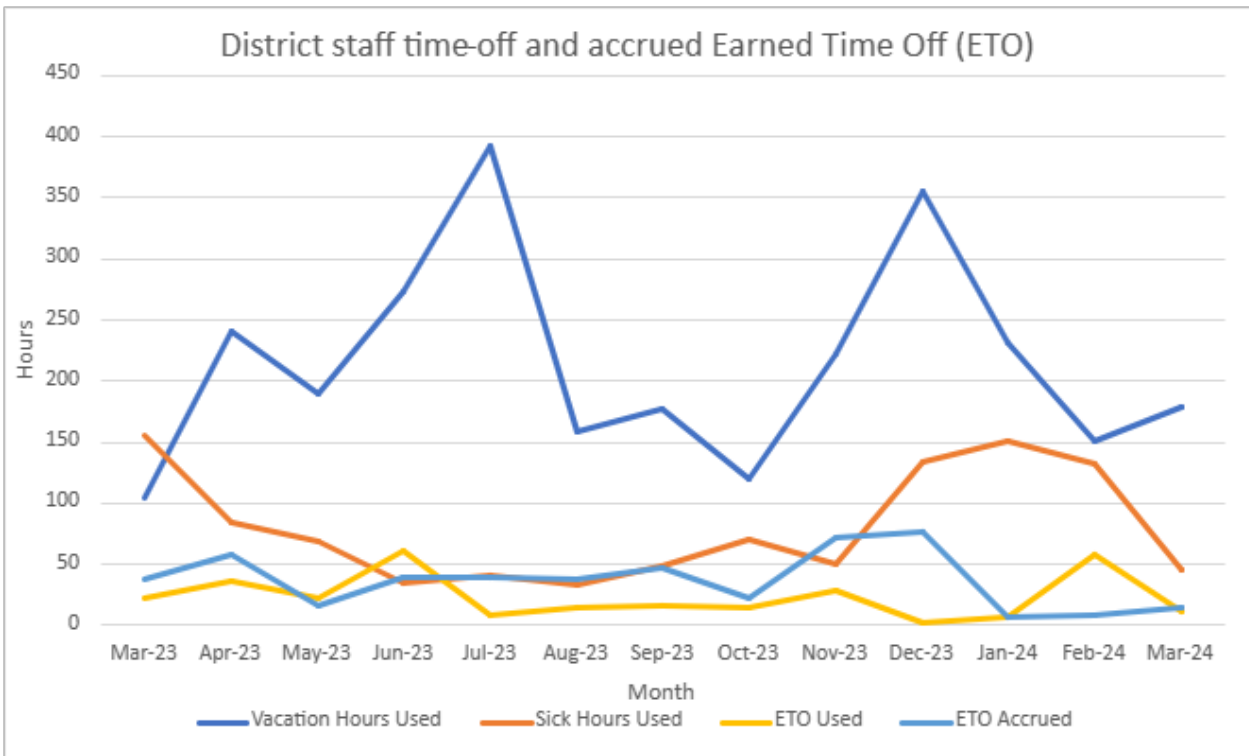
March Count by SR Type



March SR's by City

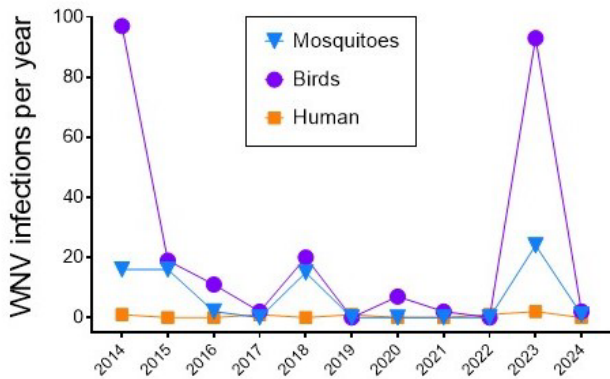


Activity Report

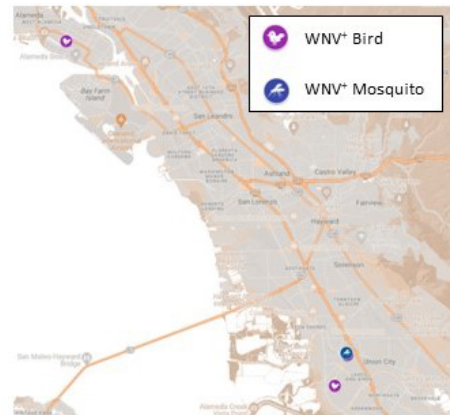


WNV Activity

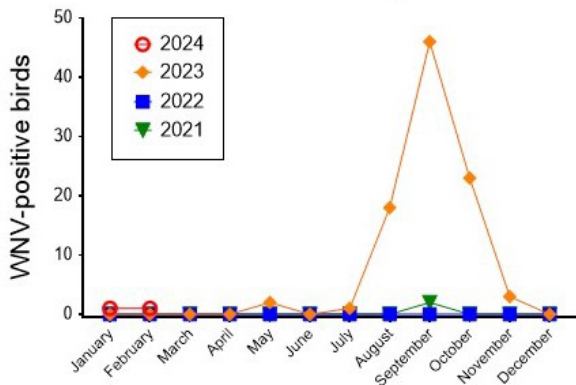
WNV infections detected in Alameda County 2014 – 2024



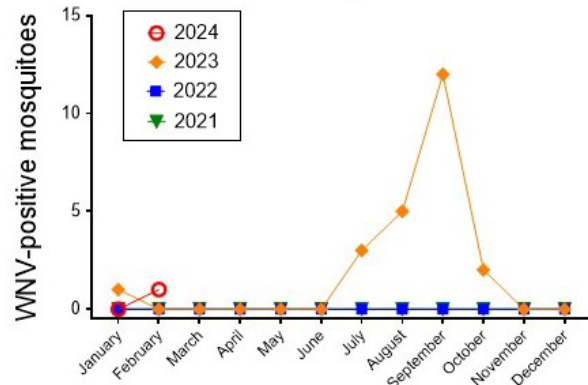
Locations of WNV-infected mosquitoes and birds in Alameda County during 2024



WNV-infected birds collected in Alameda County



WNV-infected mosquitoes collected in Alameda County



A. LAB

Summary

- *Arboviruses in mosquitoes.* One mosquito trap from our response trapping to a WNV-infected crow in Union City contained mosquitoes that were infected with WNV. This is the first WNV-infected mosquito collection this year. Please see the figures above for WNV Activity in Alameda County.
- *Arboviruses in birds.* This month, one American Crow that was collected from Union City was found to be infected with WNV.
- *Native mosquitoes.* A total of 430 encephalitis virus survey (EVS) traps were placed this month, catching 3,569 adult female mosquitoes (8.3 mosquitos per trap). This represents a slight reduction in abundance relative to the prior month.
- *Human cases.* Human cases of mosquito-borne diseases have not been reported to us during 2024.
- Invasive *Aedes* mosquitoes have not been detected in Alameda County during 2024 but were found in Santa Clara County this month.

Arbovirus Monitoring

- One trap from Union City contained mosquitoes that were infected with WNV. This trap was part of a collection of 10 traps that were placed in response to a WNV-infected American crow that was found nearby. A total of 124 mosquitoes were collected in the traps, with 55% a species that could spread WNV. The trap with the WNV-positive mosquitoes contained only 5 *Culex tarsalis* and 2 *Culex pipiens* mosquitoes, both of which can transmit WNV to birds and people.
- One American crow that was collected from Union City tested positive for WNV this month. Two birds have tested positive for WNV so far this year.
- Saint Louis encephalitis virus (SLEV) and Western equine encephalitis virus (WEEV) have not been detected in Alameda County for nearly two decades.

Native Mosquito Abundance

- In California, the main transmitters of WNV, SLEV, and WEEV are: *Culex pipiens* (typically in urban settings), *Culex tarsalis* (associated with marsh and peri-urban areas), and *Culex erythrorhax* (occurs exclusively in marsh but adults can disperse into nearby communities).
- This month, 430 EVS traps collected a total of 3,569 female mosquitoes (8.3 mosquitoes per trap; Figure 1). Slightly more mosquitoes were collected this year compared to last year and the five-year average (Figure 1). Small increases in the abundance of *Culex tarsalis*, *Culiseta incidens* and *Aedes washinoi* were the main drivers of the over increased abundance (Figures 2 and 3). *Aedes washinoi* is a very aggressive biter during the daytime and evening and were most abundant at Coyote Hills Regional Park (light green ellipses in Figure 3). They are not known to spread diseases to people. Marshland that abuts the San Francisco Bay had the highest mosquito abundance in the county, with low abundance in the north and eastern regions (Figure 4).

Non-native Mosquitoes

- Adult female and male *Aedes aegypti* were detected in Santa Clara County this month. They were collected from a mosquito trap that was placed in a residential neighborhood of northeast San Jose that is approximately 7.5 miles from the southern border of Alameda County. The mosquitoes were reportedly in a condition that suggests they had recently emerged from an immature state. This information points to the mosquitoes reproducing in that neighborhood. Because *Aedes aegypti* do not typically fly further than 150 feet from where they emerge, it is unlikely the infestation will spread to Alameda County.

Lab Figures

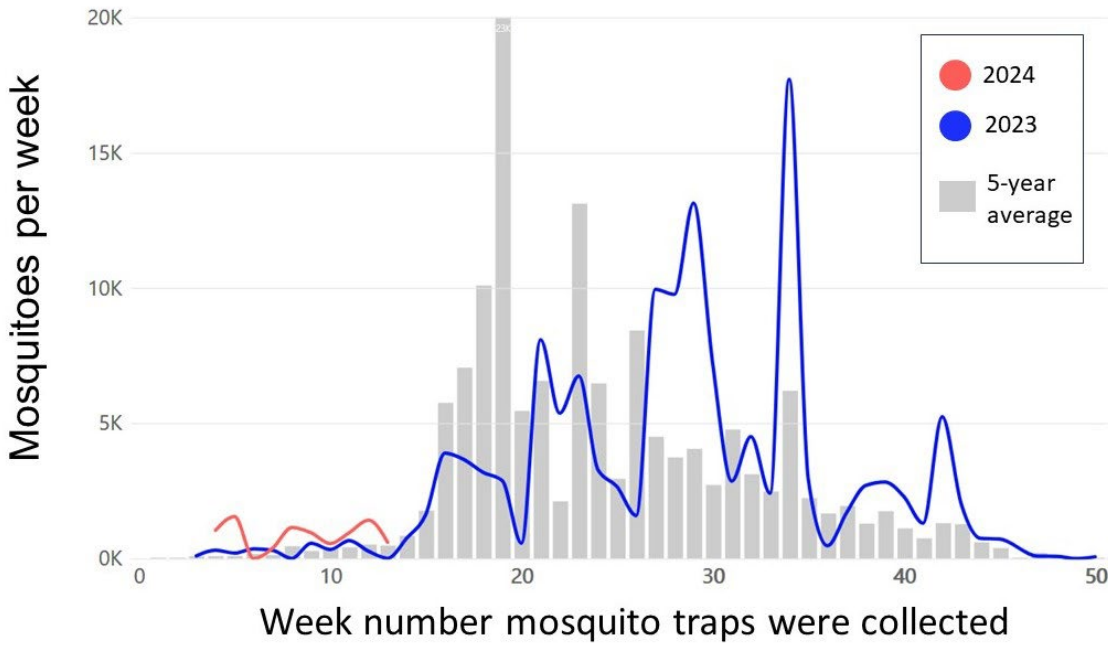


Figure 1. Mosquitoes captured in EVS CO₂ traps from 2022 – 2024. A total of 3,569 adult female mosquitoes were captured in CO₂-baited traps during the month and identified to species (8.3 mosquitoes per trap).

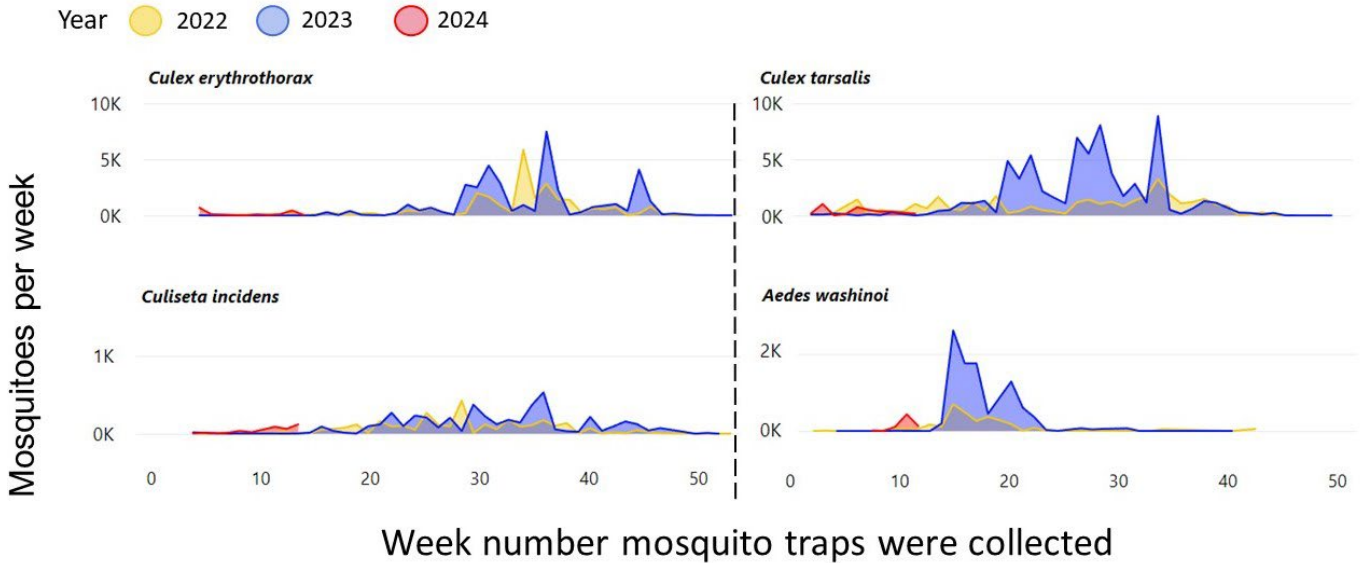


Figure 2. Weekly abundance of important mosquito species during 2022, 2023 and 2024.

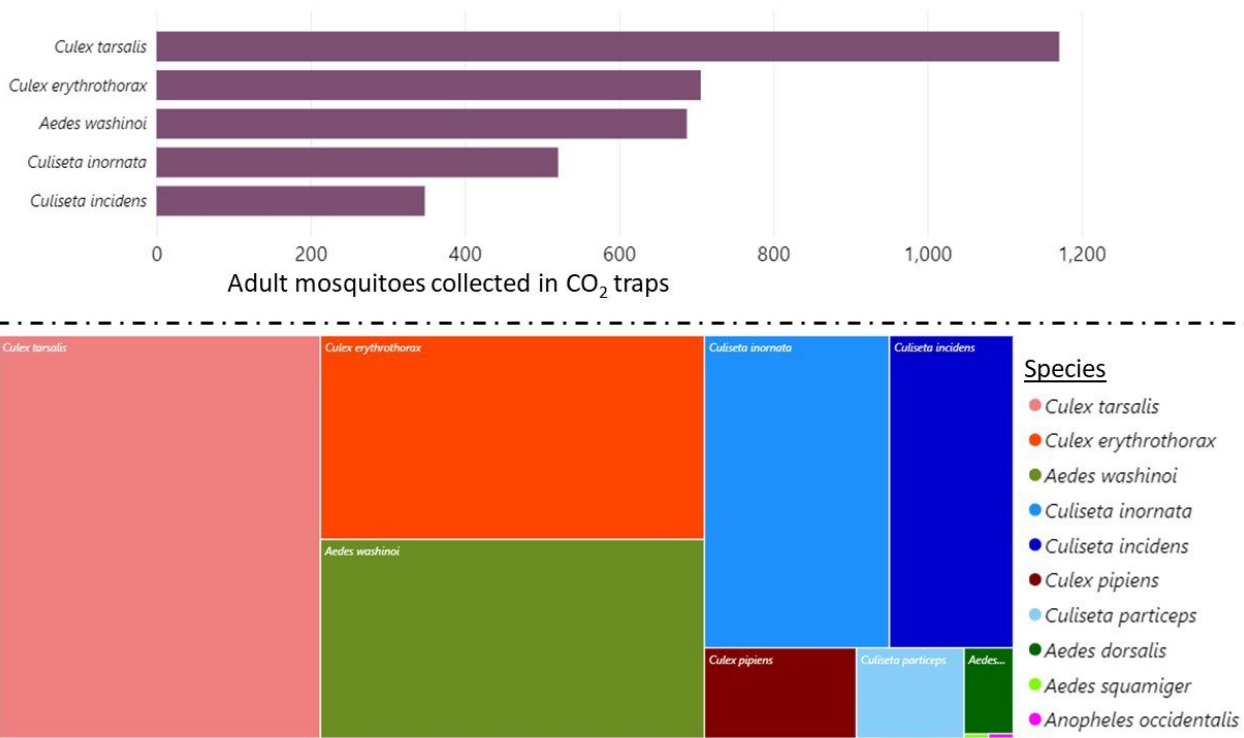
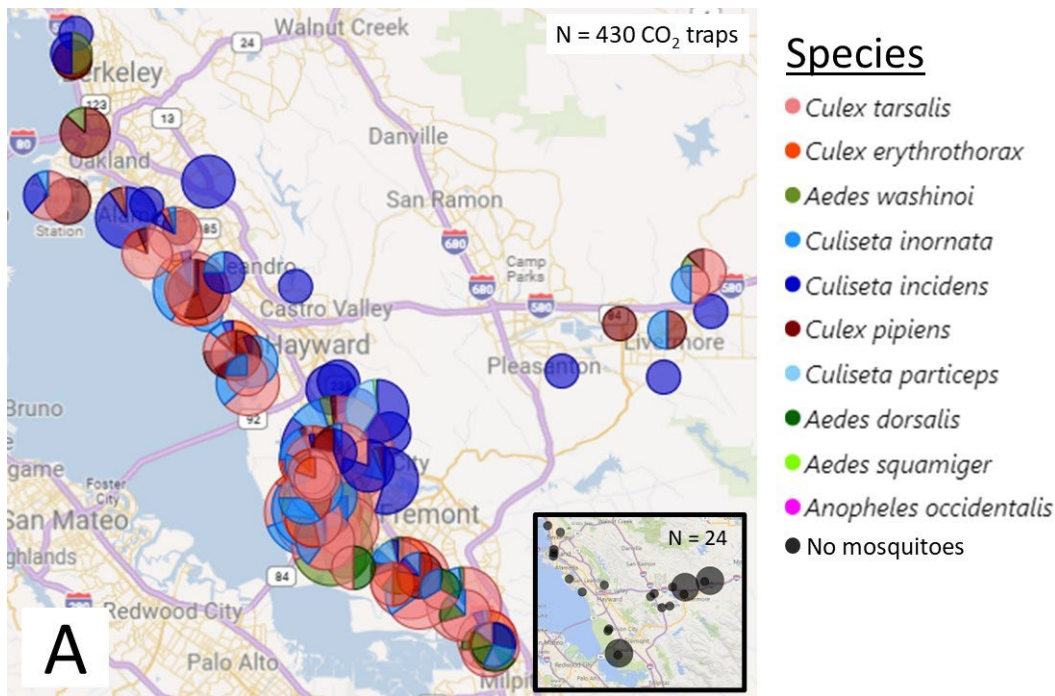


Figure 3. The most abundant species of mosquito captured using EVS CO₂ traps during the month of this report. Larger squares and rectangles indicate higher abundance of that species.



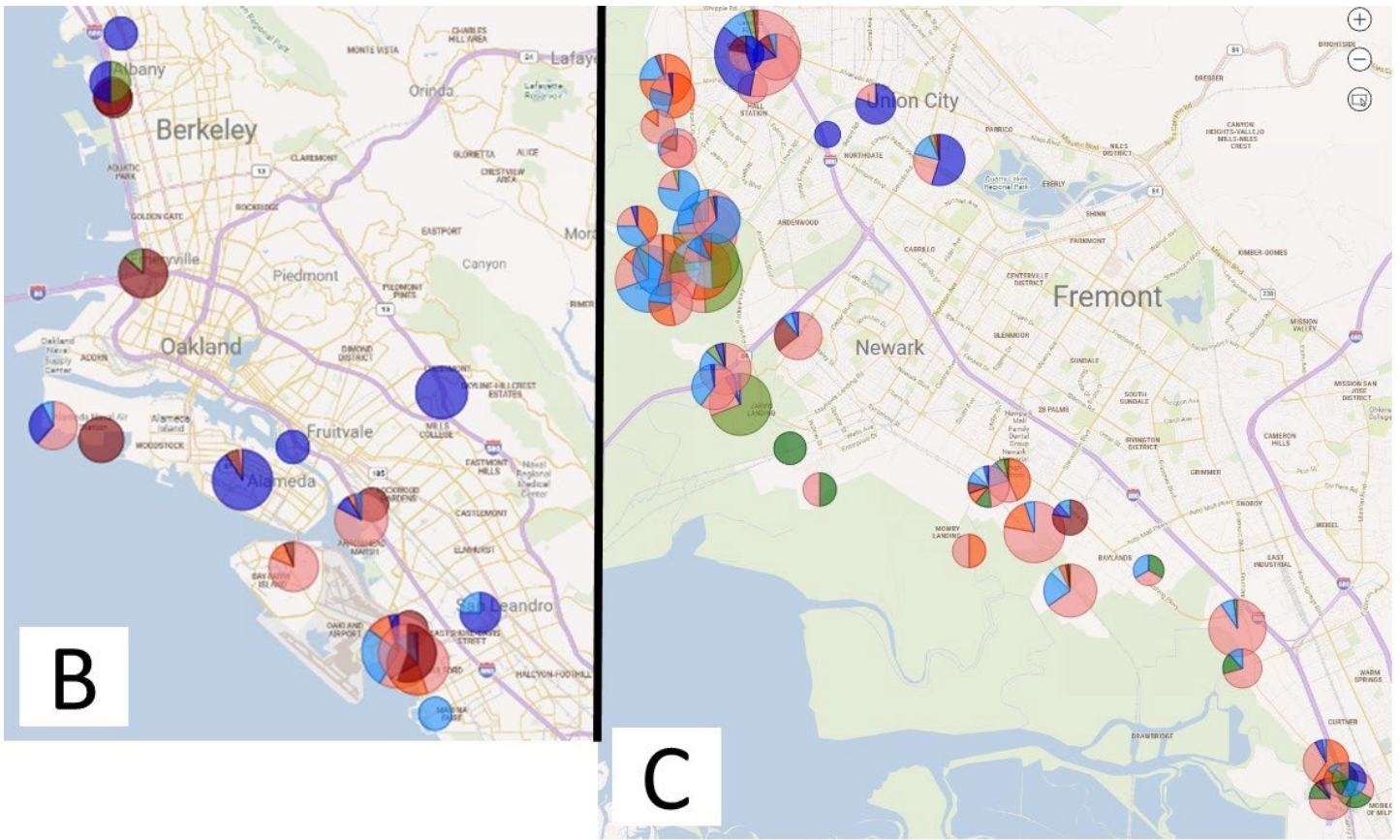


Figure 4. Mosquito abundance by trap site evaluated using EVS CO₂ traps. Pie charts indicate the distribution of mosquito species that were collected in the traps at that site. The size of each pie chart indicates the relative number of mosquitoes at each site during the month in (A) Alameda County (insert with black ellipses show traps that were placed but did not collect mosquitoes), (B) the northern region of the county, and (C) the central and southern bayside region.

Analysis and report by Eric Haas-Stapleton PhD, Laboratory Director

A. Outreach and Engagement

Education Program

- Presented to multiple classrooms at Birch Grove Intermediate Elementary in Newark for the third year in a row.
- Solidified presentations to the Sunol Glen Elementary School
- Confirmed presentations for Halkin Elementary in San Leandro

Community Outreach and Public Education

- Presented at a joint meeting for the Union City and Newark Community Emergency Response Team (CERT) programs¹
- Confirmed participation for events in Livermore, Oakland, and Alameda
- Communicated with the City Clerk of Union City about the WNV-positive birds and mosquitoes the district found, the Public Outreach Coordinator will present at a city council meeting in May
- Met with Ines Barbosa, Assistant Vice President of Student Life, Learning & Career Design at Mills College at Northeastern to discuss how to recruit college students to seasonal positions²
- Attended the Alameda County Special District Association's Annual Dinner
- Completed and distributed the Spring 2024 Quarterly Newsletter



Top image: Alameda County Special District Association Annual Dinner with Trustee Robert Beatty, Trustee Cathy Roache, Public Outreach Coordinator Judith Pierce, Associate Vector Scientist Miguel Barretto, Laboratory Director Dr. Eric Haas-Stapleton, General Manager Ryan Clausnitzer

Bottom images: Vector Biologist Danny Sharkey at the Healthy Families Festival in Emeryville, image of a mosquito container for a third-grade class, CERT emblem, Healthy Families Festival poster, and a new ad for the district

¹ Contributes to ACMAD's 2024-2026 Strategic Plan Goal to "Establish new agency partnerships that should be leveraged to amplify our mission of mosquito control" (2025).

² Contributes to ACMAD's 2024-2026 Strategic Plan Goal to "Revise the seasonal employee job description and recruitment strategy to ensure a fully staffed district" (2024).

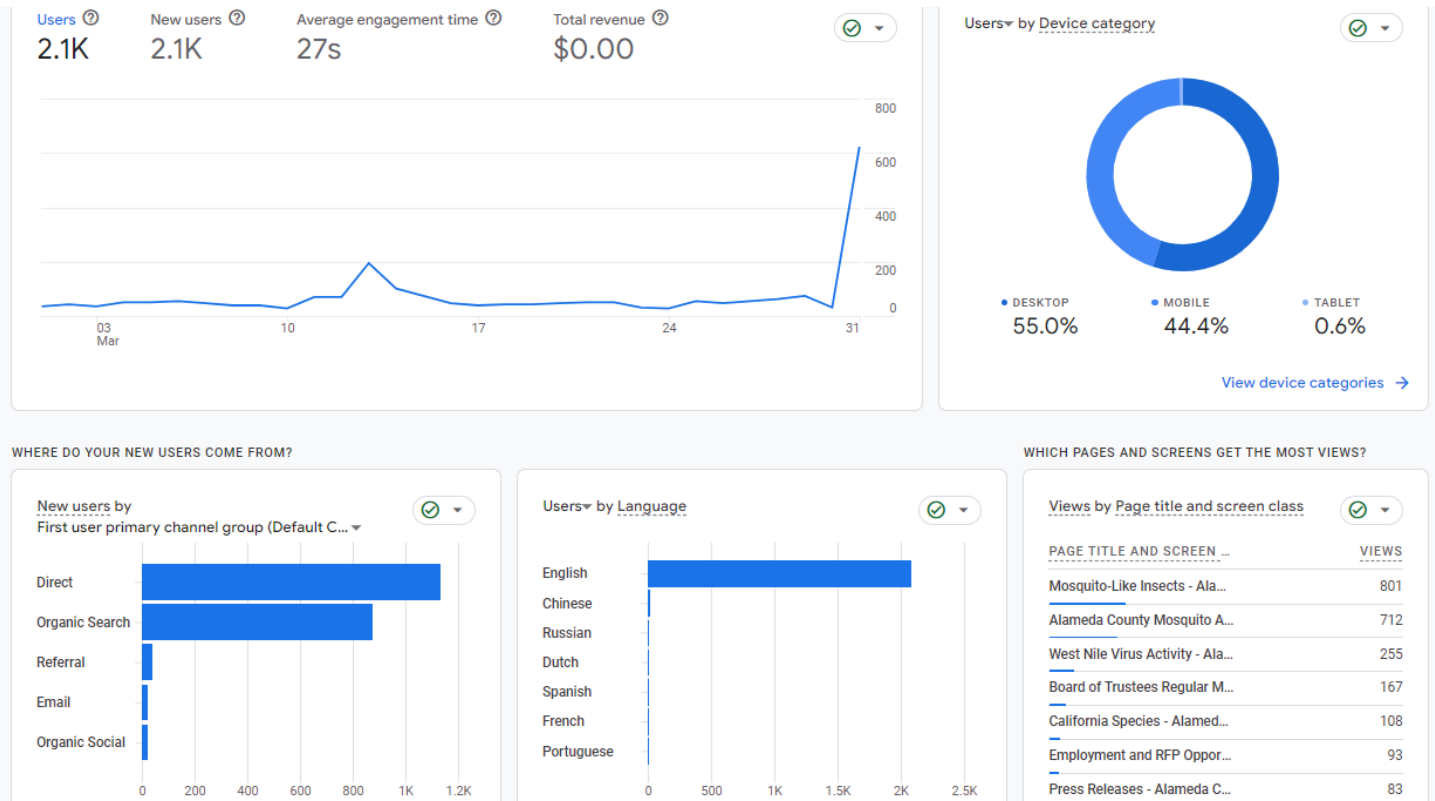
Media and Conferences

- Confirmed contracts with two companies- ReachLocal and JamLoop to provide ad distribution on web and TV
- Developed ten ads for distribution (see example in previous page graphic)

Translation³

- Reviewed several peer districts' websites
- San Gabriel Valley Mosquito and Vector Control District has distinct Chinese and Spanish pages, Judi contacted their Communications Manager about the process to develop the pages and translator contact information.

Google Analytics for Mosquitoes.org website



- **Website Users:** Fairly consistent numbers, possible bot activity on March 31st with the large jump in users. The uptick on March 13th may have been connected to the social media posts on Nextdoor about WNV in Union City.
- **Users by Device Category:** Desktop is the current majority of users by a slim margin.
- **Where Do New Users Come From:** The vast majority of users either type in mosquitoes.org or find the District through a search engine. Referrals from other agencies or websites are substantially lower, along with email and organic social.
- **Users by Language:** Most users have their computers displayed in English.
- **Views by Page Title:** The mosquito-like insects page was the most viewed, which aligns with the fact we are getting more calls about midges and other mosquito look alike insects.

³ The following activities contribute to ACMAD's 2024-2026 Strategic Plan Goal to "Identify and translate key documents into several of the primary languages spoken within Alameda County" (2024).

Social Media

Top Facebook Post

Posts: 11 Reach: 610
Followers: 529
(1 increase)

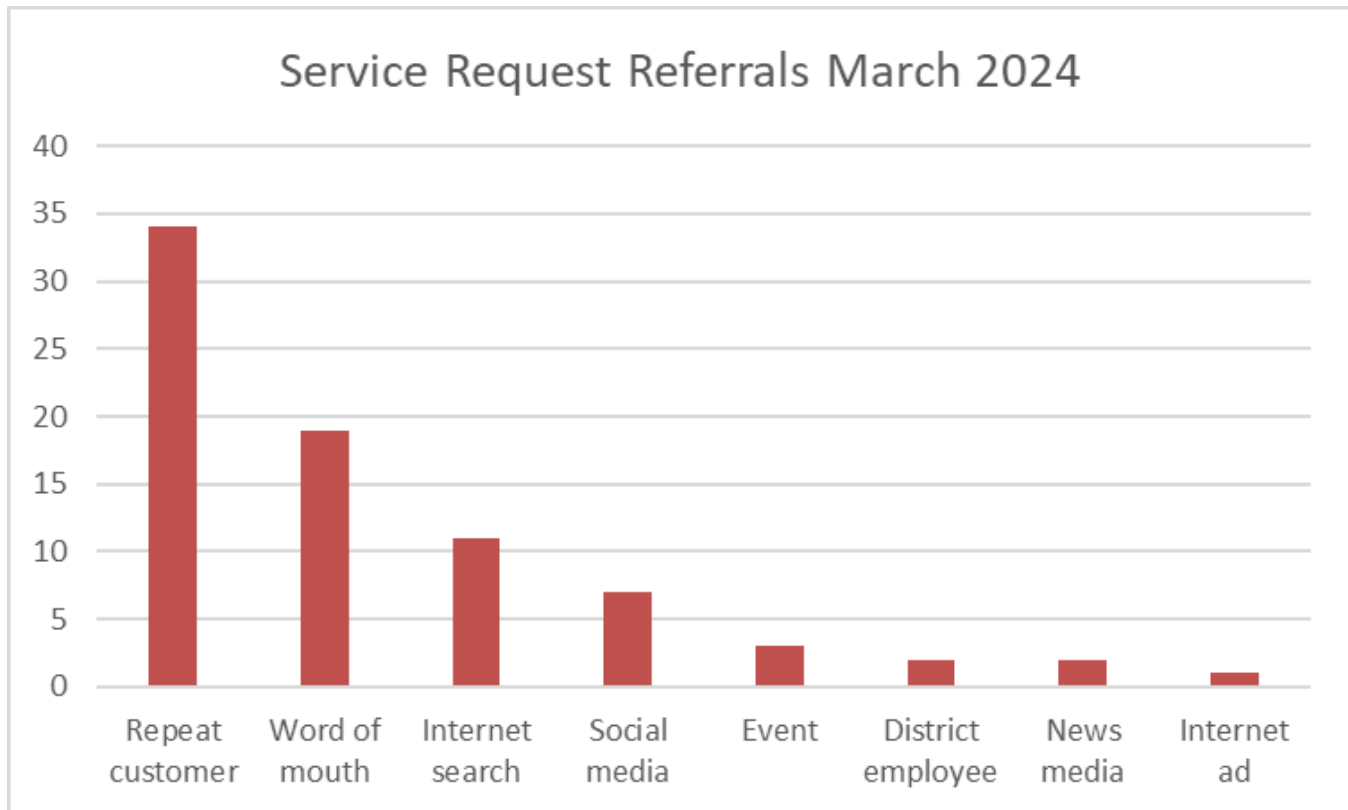
Top Twitter Post

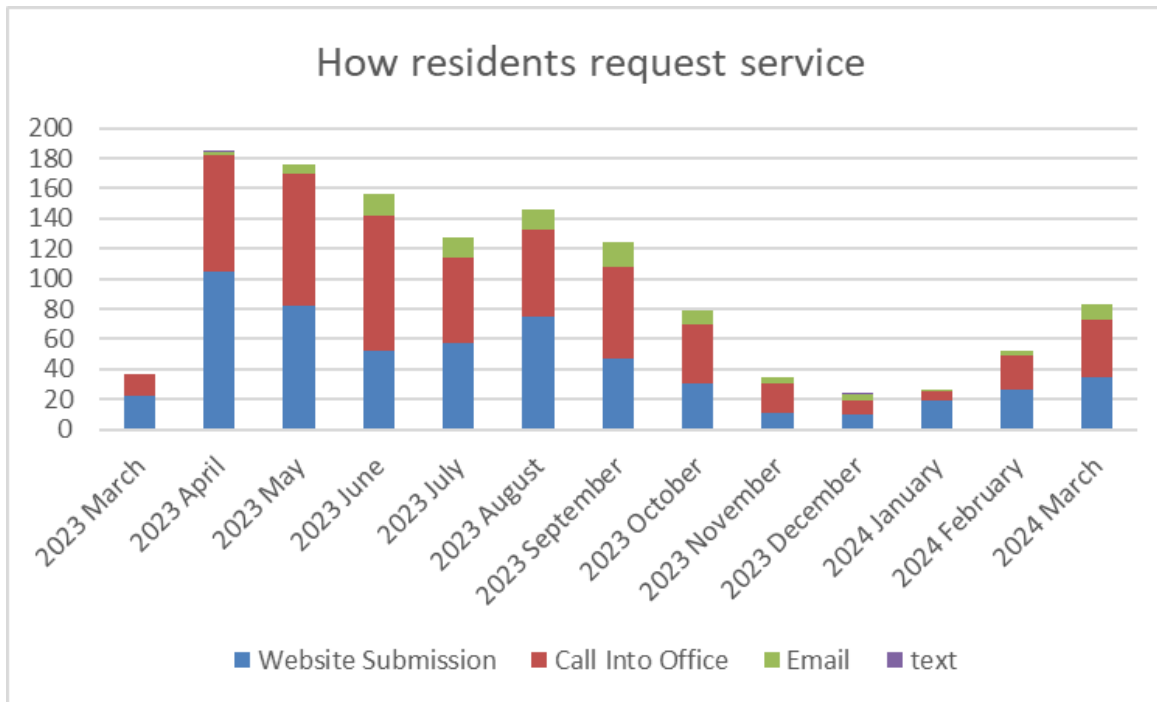
Posts: 11 Reach: 517
Followers: 831
(3 decrease)

Top post for both social media platforms:



Service Request Trend Data





Prepared by Judith Pierce, Public Outreach Coordinator

B. REGULATORY UPDATE

Reports and Permits

- Representatives from several coastal region districts, including ACMAD, met with Ascent Environmental for a kickoff meeting on the Programmatic Environmental Impact Report addendum⁴.

Project Design Engagements⁵

- None to report.

Interagency Collaborations

- ACMAD sent a letter to Representative Khanna requesting cosponsorship of HR 7525 - Special District Grant Accessibility Act.
- ACMAD sent a letter of support to the Senate Local Government Committee for SB 1251 (Stern) - Mosquito abatement inspections.
- ACMAD sent a letter of support to the US Environmental Protection Agency during the public comment period for registration of the New Active Ingredient *Wolbachia pipientis* WAlbB Strain in Male *Aedes aegypti* Mosquitoes.
- On behalf of the AMCA, ACMAD sent appropriations requests to the offices of Congresswoman Barbara Lee, Congressman Eric Swalwell, Senator Alex Padilla, and Senator Laphonza Butler.
- The Regulatory & Public Affairs Director, as Vice Chair of the Wetland Regional Monitoring Program, signed onto a letter of support to accompany Point Blue's funding proposal to the State Coastal Conservancy to develop their State of the Birds online platform.

Prepared by Erika Castillo, Regulatory & Public Affairs Director

⁴ Contributes to ACMAD's 2024-2026 Strategic Plan Goal to "Evaluate the environmental impact of mosquito control products and equipment that are not included in our Programmatic Environmental Impact Report" (2024).

⁵ The following activities contribute to ACMAD's 2024-2026 Strategic Plan Goal to "Ensure projects that will help the shoreline be more resilient to climate change impacts include in the design and monitoring plan language that addresses the risks of mosquito production" (2025).

CAPITAL PROJECTS UPDATE

Aquaculture/Utility Building

PROJECT OVERVIEW (as of 4/4/24)

- Contract executed with GCJ on 11/9/23.
- The new estimated Project Closeout is May 6th – 10th.
- Fishtank relocation/installation commences immediately after closeout. Estimated rearing schedule to begin thereafter.

CONSTRUCTION SCHEDULE

Project Administration	100% complete
Submittals	100% complete
Procurement	61% complete
Demo/Prep for Building Pad	100% complete
Electrical to Building	67% complete
Construct Building	26% complete
Project Closeout	0% complete

FINANCIALS

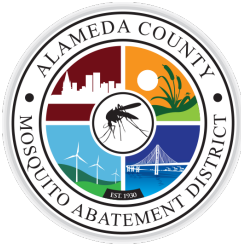
Original Contract Sum	\$662,335.00
Change Order to date	\$21,145.00
Revised Contract Sum	\$683,480.00
Payment total to date	\$343,642.07
Balance due	\$339,873.93



Summary

- Block construction is near completion.
- Once again, the weather has created delays with the work schedule and inspections.
- Steel work preparation has begun for the roof and is the next phase beginning next week.

Prepared by Mark Wieland, Mechanical Specialist



23187 Connecticut Street
Hayward, CA 94545

T: (510) 783-7744
F: (510) 783-3903

acmad@mosquitoes.org

Trustee & Staff Anniversary Recognitions:

Board of Trustees

President

Cathy Roache

County-at-Large

Vice-President

Tyler Savage

Alameda

Secretary

Valerie Arkin

Pleasanton

Robin López

Albany

P. Robert Beatty

Berkeley

Kashef Qaadri

Dublin

vacant

Emeryville

John Zlatnik

Fremont

George Syrop

Hayward

Maya Manoharan

Livermore

vacant

Oakland

Eric Hentschke

Newark

Hope Salzer

Piedmont

Victor Aguilar

San Leandro

Subru Bhat

Union City

Ryan Clausnitzer

General Manager

Background:

ACMAD is pleased to recognize and thank the following Trustees and Staff on their anniversaries in April.

Trustee	City	Years of Service	Anniversary Date
P. Robert Beatty	Berkeley	8	April 26th
Employee	Title	Years of Service	Anniversary Date
Michelle Robles	Financial & HR Specialist	8	April 1st

Seasonal Mosquito Control Aide

Definition:

Under the supervision of the Laboratory Director and Field Operations Supervisor, the Seasonal Mosquito Control Aide assumes a dynamic role that involves rotating between laboratory and field work, as well as engaging in public outreach activities. Responsibilities include conducting a planned program of mosquito detection and abatement in Alameda County, supporting surveillance and research efforts, and engaging with community members.

Knowledge (or willingness to learn):

Biology, ecology, and public health importance of mosquitoes present in California, and field equipment used to control mosquito abundance. Molecular biology of mosquitoes and viruses.

Abilities

- Speak, write, and understand English clearly in order to communicate with the public.
- Perform moderate physical labor.
- Must have the ability to pass the pre-employment physical.
- Prepare, organize, and maintain accurate records; and
- Cooperate with other agencies, officials, employees, and the public.

Essential Job Duties:

Laboratory: Monitor mosquito abundance with specialized traps and accurately identify insects using taxonomic keys. Gain hands-on experience with multiplex quantitative PCR assays for virus detection and document activities using specialized software. Maintain laboratory mosquito colonies for research and outreach.

Operations: Operate a specialized right-hand vehicle to sites throughout Alameda County to eliminate mosquito breeding grounds in catch basins, support staff with mosquito control and aerial drone program.

Outreach: Photograph and promote district work on social media platforms and in our informative reports. Develop social media content, connect with community at events, and enhance knowledge of Integrated Pest Management and its role in Public Health. Contribute to our annual aerial pool survey and develop customer engagement skills.

General: Safely drive and navigate District vehicles to perform essential work-related activities, follow District safety procedures and regulatory requirements when utilizing District equipment. Foster professional relationships while engaging with community members in Alameda County, and perform other duties as assigned.

Education/Training and Experience Guidelines

Any combination equivalent to experience and training that would provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Equivalent to graduation from high school. College level course(s) in biological sciences are highly preferred.

License or Certificate

A valid California Driver's license, with a good driving record, issued by the State Department of Motor Vehicles and must be insurable under the guidelines set forth by the District's insurance carrier.

Working conditions/ physical requirements:

The employee's working hours are spent in office and outdoor field setting which include exposure to cold, heat, noise, outdoors, inclement weather, dust, dirt, vibration, chemicals, traffic, traffic hazards, odors, mechanical hazards, electrical hazards, explosive hazards, etc.

Incumbent must have the ability to demonstrate adequate visual depth perception and color vision; have a minimum of single-ear aided hearing; be without physical limitations that would prevent climbing ladders and performing customary and usual activities associated with field operational mosquito surveillance and control activities.

Working Conditions

- Medium Work – Incumbent performs work, which involves frequent lifting, pushing and/or pulling of objects of approximately 50 pounds. Heavier lifting is an infrequent aspect of this position.
- Mobility – Incumbent must have complete and normal mobility of arms to reach and dexterity of hands to grasp and manipulate small objects; be able to stand, stoop, reach and bend, and to walk on uneven terrain, such as field, dirt banks, natural and cement stream beds, and shallow ponds.
- Other Conditions – Incumbent may be exposed to and manage toxic and hazardous substances; travel within and out of the county; work, when necessary, in inclement weather including sun, cold, and rain.

Adopted Date: April 10th, 2024.

Revised:

FLSA Designation: Non-Exempt

Rep Unit: N/A

GUEST ESSAY

I'm a Doctor. Dengue Fever Took Even Me by Surprise on Vacation.

April 3, 2024

By Deborah Heaney

Dr. Heaney is a physician in Ann Arbor, Mich.

Get it sent to [your inbox](#).

I hate mosquitoes so much that I take my own bug repellent to parties. But in early March, on a trip with my partner to the idyllic island of Curaçao off the coast of Venezuela, I was caught off guard by insect bites after our bed-and-breakfast hosts said that mosquitoes didn't usually appear until late summer.

Near the end of the vacation, my legs began to ache. After I couldn't keep up with my partner on a snorkeling adventure, he pulled me from the water. My ribs felt broken, as if I'd been smashed against large boulders in the sea. Later that day came intense fever, alternating with shaking chills.

Back in Michigan — weak, nauseated and dehydrated from explosive diarrhea — I ended up in the emergency department. Tests showed concerning white blood cell levels and abnormal liver numbers. The physician assistant who saw me was perplexed; she gave me IV fluids and medication for nausea and sent me home.

A few days later I developed itching so severe that I couldn't sleep. A bright red rash spread over both thighs and up my lower back. My brain was foggy, and my balance was so impaired that I would have failed a sobriety test. My primary care doctor had no answers. But as my head began to clear, it occurred to me to request a dengue fever test.

Two days later, the test was positive.

Despite my training in medicine, I was blindsided. Dengue, a mosquito-borne illness, is surging through Latin America and the Caribbean, including in Puerto Rico, where a public health emergency was declared last week. This year is likely to be the worst on record, in part because of El Niño-driven temperature spikes and extreme weather linked to climate change. As temperatures rise and precipitation patterns grow more erratic, the problem will get only worse.

But neither the traveling public nor our frontline health workers are prepared. Without urgent reforms to how we educate travelers, doctors, nurses and others — as well as reforms to public health surveillance and early warning systems — we will be doomed to miss textbook cases like mine. That means those infected with dengue will miss out on timely treatment, possibly even spreading the virus to areas where it was never found before.

Dengue virus, which is transmitted by the *Aedes* species of mosquitoes, infects up to 400 million people every year in nearly every region of the world, but it is most prevalent in Latin America, South and Southeast Asia and East Africa. Most cases are asymptomatic or, like mine, are considered mild, although the aptly nicknamed breakbone fever often doesn't feel that way. Some 5 percent of cases progress to a severe, life-threatening disease including hemorrhagic fever.

One malicious feature of this virus is that when someone is infected a second time with a different type, the risk of severe dengue is higher. A vaccine exists, but the Centers for Disease Control and Prevention recommends it only for children ages 9 to 16 who had dengue before and live in places where the virus is common. That's because, paradoxically, if you've never had dengue, the vaccine puts you at greater risk of severe illness your first time.

Dengue outbreaks, which, in the Americas, tend to occur every three to five years, now appear to be expanding their geographic reach as temperatures climb. The *Aedes* mosquito has typically had difficulty surviving and reproducing during the winter in temperate climates. But in parts of Brazil, which currently faces a dengue emergency, the thermometer no longer dips as low in the winter as it once did, allowing the bugs to reproduce year-round. Overall, Latin America and the Caribbean have had three times the number of cases this year as reported for the same period in 2023, which was a record year. Higher temperatures are also helping the virus develop faster inside the mosquito, leading to a higher viral load and a higher probability of transmission. And mosquitoes are benefiting from standing water from rains and floods that are growing more extreme in a warming world.

As the virus spreads globally, travelers are bringing infections back to the continental United States. Based on 2024 numbers to date, this year should show a clear increase of cases here at home compared with 2023, given that the typical dengue season hasn't even started yet. There could also be local outbreaks in places like Florida, Texas and California, which experienced small ones in the past. As Dr. Gabriela Paz-Bailey, the chief of the C.D.C.'s dengue branch, told me by email, "Increased travel to places with dengue risk could lead to more local transmission, but the risk of widespread transmission in the continental United States is low."

But since testing is done only on a small fraction of cases, many are going uncounted. I was the one who requested that I be tested. Had I not been given a diagnosis, I would not be aware of my increased risk of severe illness if I am reinfected. Getting a diagnosis is crucial to inform those infected in areas where the *Aedes* mosquito lives so that the virus doesn't spread further.

The growing risk means travelers to regions with dengue must be savvier: They can check local news and U.S. State Department advisories, bring an effective insect repellent and protective clothing and book lodging with air-conditioning or screens on the windows and doors. Though the *Aedes* mosquitoes now live year-round in many locations and are pushing northward into new regions, thanks to climate change and other factors, there are still seasons when the risk is greater, and travelers might consider avoiding trips during those periods. Travel insurance with medical coverage may also be a useful precaution.

For medical professionals, this should be a warning. We need to start thinking about dengue as a possible diagnosis, not just a piece of textbook trivia. We should ask about recent travel when treating patients presenting with symptoms, especially symptoms not easily explained by other diagnoses.

Medical schools are gradually integrating climate change effects into curriculums. This is essential, since malaria, Lyme, West Nile and other insect-borne diseases are on the rise, as are other climate-change-exacerbated conditions like heat illness, asthma and allergies. This work must accelerate, and training must include those of us who are already practicing. State medical boards should consider mandating continuing education on tropical emerging illnesses, as they do on many other pertinent topics.

After receiving my positive test result, I called the emergency department to leave a message for my previous provider about my diagnosis, assuming she had never before seen dengue. If we continue on this trajectory, I'm certain this won't be her last case.

Deborah Heaney is a preventive, occupational and environmental health physician practicing in Ann Arbor, Mich.

She also holds a master's degree in public health.

The Times is committed to publishing a diversity of letters to the editor. We'd like to hear what you think about this or any of our articles. Here are some tips. And here's our email: letters@nytimes.com.

Follow the New York Times Opinion section on Facebook, Instagram, TikTok, WhatsApp, X and Threads.