



TREASURER-TAX COLLECTOR SAN DIEGO COUNTY

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Dan McAllister
Treasurer-Tax Collector



**INVESTMENT MANAGEMENT AGREEMENT
PROVIDING FOR INVESTMENT OF BOND PROCEEDS
IN THE SAN DIEGO COUNTY TREASURER'S POOLED INVESTMENT FUND**

THIS INVESTMENT MANAGEMENT AGREEMENT ("Agreement") IS ENTERED INTO AS OF JUNE ____, 2021, BY AND BETWEEN CARLSBAD UNIFIED SCHOOL DISTRICT, ("Agency") AND THE SAN DIEGO COUNTY TREASURER-TAX COLLECTOR ("Treasurer").

RECITALS

- A. Agency is a local public agency within the County of San Diego that is authorized by law to deposit funds to be managed and invested by the Treasurer.
- B. The Agency is authorized to deposit and Treasurer has agreed to accept a deposit of Agency's Bond Proceeds in the San Diego County Treasurer's Pooled Investment Fund, ("the Pool"), which contains County funds and money deposited by other local public agencies.
- C. The Pool is a permitted investment in the Agency's bond documents.
- D. The Agency has been provided with a copy of the Treasurer's Investment Policy for the Pool ("Policy") adopted pursuant to Government Code section 27133, and Agency has reviewed the policy prior to entering into this Agreement. The Policy is subject to annual revision.

IN VIEW OF THE ABOVE RECITALS, THE PARTIES AGREE AS FOLLOWS:

1. Deposit of Funds. Except as provided by law, the Agency shall deposit the proceeds of any bond transaction with Treasurer to be managed and invested as part of the Pool. The Agency will provide the Treasurer with written documentation of its governing body's approval of the deposits. Any initial deposit and subsequent addition of bond proceeds shall be referred to as "Bond Proceeds."
2. Investment of Funds. Treasurer will manage and invest deposited Bond Proceeds in accordance with the Policy including any amendments or revisions to the Policy. Any funds invested outside the County Investment Pool are the sole responsibility of the Agency. The Treasurer-Tax Collector takes no responsibility for investments outside of the County Investment Pool, including the selection, on-going management, and accounting of such funds.
3. Annual Review of Policy. Agency acknowledges that the Treasurer reviews the Policy

and submits the Policy to the County Oversight Committee and the Board of Supervisors for their reviews and approvals annually. The current Policy is posted at <http://www.sdttc.com/content/dam/ttc/docs/investmentpolicy.pdf>

4. Non-Liability for Investment Results. Agency understands and agrees that as long as Treasurer invests, in good faith, the Bond Proceeds in accordance with the current Policy, neither Treasurer nor the County of San Diego shall be responsible or liable for any investment losses suffered by Agency or for any underperformance of the funds deposited.

5. Term of Agreement. The term of this Agreement commences on the date set forth above and terminates when Agency has withdrawn all Bond Proceeds from the Pool.

6. Reports. Agency shall provide Treasurer with cash flow reports on a quarterly basis indicating projected contributions to and withdrawals from the Pool. Treasurer shall provide Agency with monthly reports covering the performance of the pool, which will be found at <http://www.sdttc.com/content/ttc/en/treasury/financial-reports.html>

7. Disputes. The Parties agree to attempt to resolve any disputes under this Agreement by informal means and, if necessary, by mediation. Should mediation fail to resolve the dispute, either party may pursue its legal remedies.

8. Contacts for Responsibility. This Agreement shall be administered on behalf of the Treasurer by Lauren Warrem, Chief Deputy Treasurer, and on behalf of the Agency by the Assistant Superintendent, Business Services. Either party, by written notice to the other, may change the person responsible for administering this Agreement.

9. Notices. Any notices provided for in this Agreement shall deliver personally or by United States mail, as follows:

Treasurer: Lauren Warrem, Chief Deputy Treasurer
County of San Diego
1600 Pacific Hwy., Room 152
San Diego, California 92101

Agency: Eric Dill, Assistant Superintendent, Business Services
6225 El Camino Real
Carlsbad, California 92009

Either party, by written notice to the other, may change the name and/or address to which written notices must be delivered.

10. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to investment of Bond Proceeds and supersedes any previous oral or written agreements. This Agreement may be amended only by written amendment executed by both Parties.

SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

By: _____
Treasurer-Tax Collector or Designee

AGENCY

By: _____
Eric Dill

Assistant Superintendent, Business Services