



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall  
1700 W. 162<sup>nd</sup> Street, Gardena, California  
Website: [www.cityofgardena.org](http://www.cityofgardena.org)

**TASHA CERDA**, Mayor  
**ART KASKANIAN**, Mayor Pro Tem  
**MARK E. HENDERSON**, Council Member  
**PAULETTE C. FRANCIS**, Council Member  
**RODNEY G. TANAKA**, Council Member

**MINA SEMENZA**, City Clerk  
**J. INGRID TSUKIYAMA**, City Treasurer  
**CLINT OSORIO**, City Manager  
**CARMEN VASQUEZ**, City Attorney  
**LISA KRANITZ**, Assistant City Attorney  
**PETER L. WALLIN**, Deputy City Attorney

**Tuesday, April 14, 2020**

**Closed Session – 7:00 p.m.**

**Open Session – 7:30 p.m.**

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In order to minimize the spread of the COVID 19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

1. You are strongly encouraged to observe the City Council meeting live on SPECTRUM CHANNEL 22 AND ONLINE AT [youtube.com/Cityofgardena](http://youtube.com/Cityofgardena).
2. If you wish to make a comment on a specific agenda item, please submit your comment via email to the Deputy City Clerk at [bromero@cityofgardena.org](mailto:bromero@cityofgardena.org). Comments will be accepted continuously during the meeting. Please limit to 200 words or less. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
3. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email [bromero@cityofgardena.org](mailto:bromero@cityofgardena.org) at least 6 hours prior to the scheduled special meeting to ensure assistance is provided. Assistive listening devices are available.

**The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.**

**PUBLIC COMMENT:** The City Council will hear from the public *only on the items that have been described on this agenda (GC §54954.3).*

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**STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY  
AT ALL PUBLIC MEETINGS**

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

***Thank you for your attendance and cooperation.***

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**1. ROLL CALL**

**2. PUBLIC COMMENT ON CLOSED SESSION**

*Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).*

**3. CLOSED SESSION**

**A. THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

Consultation with Gardena Director of Emergency Services and City Manager, Clint Osorio, Chief of Police, Michael Saffell and City Attorney, Carmen Vasquez.

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

Agency Designated Representative:

Clint Osorio, City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Matt Hassholdt, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

#### **4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS**

##### **A. PRESENTATIONS – None**

##### **B. ELECTION OFFICIAL'S CERTIFICATION OF OFFICIAL CANVASS OF MUNICIPAL ELECTION VOTES**

(1) RESOLUTION NO. 6445, Reciting the Fact of the General Municipal Election Held on March 3, 2020, Declaring the Results and Such Other Matters as Provided by Law

(a) The Oath of Office for the Newly Elected City Council Member, Paulette C. Francis and the Re-Elected Council Member, Mark E. Henderson were given on Thursday, April 9, 2020 at City Hall, and will become effective upon adoption of Resolution No. 6445

**Staff Recommendation: Adopt Resolution No. 6445**

##### **C. PROCLAMATIONS – None**

##### **D. APPOINTMENTS**

(1) Reorganization of City Council – Selection of Mayor Pro Tem

(2) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)

- (a) Human Services Commission
- (b) Planning and Environmental Quality Commission
- (c) Recreation and Parks Commission
- (d) Senior Citizens Commission
- (e) Gardena Youth Commission
- (f) Gardena Beautification Committee
- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

#### **5. CONSENT CALENDAR**

##### **NOTICE TO THE PUBLIC**

**Roll Call Vote Required on Consent Calendar** All matters listed under the Consent Calendar will be enacted by one motion unless a Council member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

##### **B. CITY CLERK**

(1) Approval of Minutes

- (a) Gardena City Council Regular Meeting, February 25, 2020
- (b) Gardena City Council Regular Meeting, March 10, 2020

**5. CONSENT CALENDAR (Continued)**

**B. CITY CLERK (Continued)**

- (c) Gardena City Council Emergency Meeting, March 19, 2020
- (d) Gardena City Council Special Meeting, March 26, 2020
- (e) Gardena City Council Special Closed Session Meeting, April 2, 2020

(2) Affidavit of Posting Agenda on April 10, 2020

**C. CITY TREASURER**

(1) Approval of Warrants / Payroll Register

- (a) March 24, 2020
- (b) April 14, 2020

(2) Monthly Portfolio

- (a) December 2019
- (b) January 2020
- (c) February 2020

**D. CITY MANAGER**

(1) Personnel Report No. P-2020-6

(2) Award Construction Contract and Purchase Order of a Sun Shade Structure to USA Shade & Fabric Structures in the Amount of \$52,825.75 for Mas Fukai Park Rehabilitation, JN 820

(3) Consultant Agreement with Telecom Law Firm to provide Consulting Services for Wireless Applications

**6. EXCLUDED CONSENT CALENDAR**

**7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

A. March 17, 2020, MEETING – ***Meeting Cancelled***

B. April 7, 2020, MEETING – ***Meeting Cancelled***

**PUBLIC COMMENT**

*Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).*



## 8. DEPARTMENTAL ITEMS

### A. ADMINISTRATIVE SERVICES – *No Items*

### B. COMMUNITY DEVELOPMENT – *No Items*

### C. ELECTED & ADMINISTRATIVE OFFICES

- (1) RESOLUTION NO. 6443, Authorizing the City Manager, or his Designee, to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax

**Staff Recommendation: Adopt Resolution No. 6443**

- (2) RESOLUTION NO. 6442, Authorizing the Examination of Sales, Use and Transactions Tax Records

**Staff Recommendation: Adopt Resolution No. 6442**

- (3) Approval of Contract with Hinderliter, de Llamas and Associates (HdL) Companies for City Tax Audit and Information Services

**Staff Recommendation: Approve Agreement**

- (4) Approval of the 2020-2022 Memorandum of Understanding (MOU) between the City of Gardena and the Gardena Municipal Employees Association (GMEA)

**Staff Recommendation: City Council to Review and Consider the Approval of the MOU**

- (5) RESOLUTION NO. 6446, Adopt Resolution Ratifying Regulation No. 1 Issued by the City Manager as Director of Emergency Services to Close All City Parks Pursuant to Proclamation Declaring the Existence of a Local Emergency

**Staff Recommendation: Adopt Resolution No. 6446**

- (6) RESOLUTION NO. 6447, Adopt Resolution Ratifying Additional Emergency Orders Issued by the City Manager as Director of Emergency Services to Mandate That All Residents or Visitors Within the Geographical Boundaries of the City of Gardena Shall Not Leave Their Places of Domicile or Residence Without Wearing a Face Mask or Covering Pursuant to Proclamation Declaring the Existence of a Local Emergency.

**Staff Recommendation: Adopt Resolution No. 6447**

### D. GENERAL SERVICES

- (1) Award Contract to *Kalban, Inc.*, In the Amount Of \$379,974 For:  
A) Pedestrian Safety Improvement 2019/2020, Various Locations, JN 956; and  
B) Sidewalk Replacement 2019/2020, Various Locations, JN 958; and

Approve Expenditures of Remaining Project Budget, As Needed

**Staff Recommendation: Award Contract**

### E. POLICE – *No Items*

8. **DEPARTMENTAL ITEMS (Continued)**

F. **RECREATION & HUMAN SERVICES**

- (1) Authorization to Purchase Furniture and Office Hardware for the Human Services Building – Family Child Care Offices in the Amount of \$66,602.07 from D&R Office Works, Inc.

**Staff Recommendation: Authorize Purchase**

G. **TRANSPORTATION – No Items**

9. **COUNCIL ITEMS, DIRECTIVES, & REMARKS**

A. **COUNCIL ITEMS – No Items**

B. **COUNCIL DIRECTIVES**

C. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

D. **COUNCIL REMARKS**

- (1) COUNCIL MEMBER TANAKA
- (2) COUNCIL MEMBER HENDERSON
- (3) COUNCIL MEMBER FRANCIS
- (4) MAYOR CERDA
- (5) MAYOR PRO TEM KASKANIAN

10. **ANNOUNCEMENTS**

11. **REMEMBRANCES**

- (1) **Mrs. Thelma Herbert**, 96 years of age, former Intermediate Clerk Typist for the City of Gardena. She retired in June 1998, and came back as a part-timer in September 1998, she resigned in December 2017; **Mr. Pedro Silva Sr.**, 80 years old, beloved grandfather of Park Maintenance Lead, Rigoberto Desantiago; and **Dr. Julius Frank**, 96 years old, operated a medical practice in the City of Gardena until he retired at the age of 90, he was known for his dedicated and faithful service to the families of the City of Gardena, demonstrating an inspirational commitment to the good health and happiness of the community; **Mrs. Barbara Banks**, 80 years old, former Recreation and Human Services Commissioner and former Rent Mediation Board Member serving as a Member-at-Large for the City of Gardena; and **Mr. Michael Rodriguez**, 68 years old, former Police Service Office with the Gardena Police Department from 1990 to 2012.

## **12. ADJOURNMENT**

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, April 28, 2020.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the Office of the City Clerk.

Dated this 10<sup>th</sup> day of April, 2020

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk



# City of Gardena

## City Council Meeting

Agenda Item No. 4. B. (1)  
Department: Elected & Administrative  
Offices  
Meeting Date: April 14, 2020  
Resolution No: 6445

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA TITLE: **RESOLUTION NO. 6445**, RECITING THE FACT OF THE  
GENERAL MUNICIPAL ELECTION HELD ON MARCH 3, 2020,  
DECLARING THE RESULTS AND SUCH OTHER MATTERS AS  
PROVIDED BY LAW

#### COUNCIL ACTION REQUIRED:

#### Action Taken

It is respectfully requested that your Honorable Council adopt Resolution No. 6445, Reciting the Fact of the City of Gardena General Municipal Election Held on March 3, 2020, Declaring the Results and Such Other Matters as Provided by Law

#### RECOMMENDATION AND STAFF SUMMARY:

The Los Angeles County Registrar-Recorder/County Clerk has canvassed and certified the returns of the City's General Municipal Election held on March 3, 2020. Set forth and attached to Resolution No. 6445 are the total numbers of votes cast for each candidate at each precinct, all of which is contained within Exhibit "A", and the total numbers of votes cast for Measure G, all of which is contained within Exhibit "B"; and the Certificate of Canvass of the Election Returns are presented herewith for your approval and adoption.

The City's March 3, 2020, General Election included an overall voter turnout of 34.8 %.

#### FINANCIAL IMPACT/COST:

None

#### ATTACHMENTS:

Resolution No. 6445  
Exhibit "A"  
Exhibit "B"  
Certificate of the Canvass of the Election Returns

Submitted by Becky Romero, Becky Romero, Deputy City Clerk Date 4 / 8 / 20

Concurred by Clint D. Osorio, Clint D. Osorio, City Manager Date 4 / 8 / 20

**RESOLUTION NO. 6445**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON MARCH 3, 2020 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

**WHEREAS**, a General Municipal Election was held in the City of Gardena, California, on Tuesday, March 3, 2020, and conducted by the Los Angeles Registrar-Recorder as required by law; and

**WHEREAS**, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

**WHEREAS**, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A" and "Exhibit B".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** That the whole number of ballots cast in the precincts (including provisional), except vote by mail ballots, was 6002; and

That the whole number of votes by mail cast in the City was 6236, making a total of 12,238 ballots cast in the City.

**SECTION 2.** That the names of persons voted for Members of the City Council are as follows:

MARK E. HENDERSON  
PAULETTE C. FRANCIS  
ROY KIM  
WANDA LOVE  
RACHEL C. JOHNSON  
BEN TARZYNSKI  
GINA LOPEZ ALEXANDER  
OCHUWA OGHIE

**SECTION 3.** That the Measure voted on is the City of Gardena's Neighborhood Safety and Community Services Measure: which will provide the City of Gardena with funding available to retain experienced police officers / firefighters / paramedics; maintain 911 emergency response times, gang / drug prevention programs, emergency communications, neighborhood police patrols, youth / senior services, parks / recreation centers; repair streets / sidewalks, and provide general fund services since the ordinance establishing a three-quarter cent  $3/4\%$  sales was passed and would provide approximately \$7,400,000 annually, until ended by voters, requiring annual audits and all funds would be controlled locally.

**SECTION 4.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A", and the number of votes given at each precinct and the number of votes given in the City to the Measure were as listed in Exhibit "B" attached.

**SECTION 5.** That the City Council does declare and determine that: MARK E. HENDERSON was elected as Member of the City Council for the full term of four (4) years; and PAULETTE C. FRANCIS was elected as Member of the City Council for the full term of four (4) years.

**SECTION 6.** That the City Council also declares and determines that:  
Measure G has passed by the following vote: 7,248 voted YES, and 4025 voted NO.

**SECTION 7.** That the City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City for the Council Member positions; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; and (5) The total number of votes given to each person.

**SECTION 8.** That the City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City for the measure; and (2) The number of votes given at each precinct; and (3) The total number of votes given towards the measure.

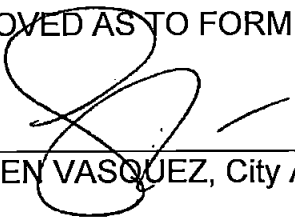
**SECTION 9.** That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

**SECTION 10.** BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED and ADOPTED THIS 14<sup>th</sup> DAY OF APRIL 2020.

\_\_\_\_\_  
TASHA CERDA, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

(SEAL)



# Exhibit "A"

COUNTY OF LOS ANGELES - PRESIDENTIAL PRIMARY ELECTION			03/03/20 17.1 - PAGE - 40 of 6575											
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			GARDENA CITY GENERAL MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	GINA L ALEXANDER	MARK E HENDERSON	WANDA LOVE	PAULETTE C FRANCIS	OCHUWA OGHIE	ROY KIM	RACHEL C JOHNSON	BEN TARZYNSKI				
GARDENA - 2500002A		451	13	176	93	157	21	30	183	9				
VOTE BY MAIL	SERIAL 0501	301	11	85	46	71	20	30	126	53				
TOTAL	1746	752	24	261	139	228	41	60	309	62				
GARDENA - 2500003A		403	84	111	52	96	15	91	54	58				
VOTE BY MAIL	SERIAL 0502	447	72	139	70	75	23	119	73	92				
TOTAL	2317	850	156	250	122	171	38	210	127	150				
GARDENA - 2500005A		279	19	105	82	114	8	20	75	8				
VOTE BY MAIL	SERIAL 0503	173	4	69	41	46	5	18	54	32				
TOTAL	1167	452	23	174	123	160	13	38	129	40				
GARDENA - 2500009B		424	14	165	110	186	10	27	138	15				
VOTE BY MAIL	SERIAL 0504	296	14	95	45	88	9	23	91	39				
TOTAL	1803	720	28	260	155	274	19	50	229	54				
GARDENA - 2500013A		338	57	75	82	73	13	82	66	47				
VOTE BY MAIL	SERIAL 0505	414	54	110	56	62	14	181	51	70				
TOTAL	2194	752	111	185	138	135	27	263	117	117				
GARDENA - 2500016A		415	65	110	54	103	20	102	46	91				
VOTE BY MAIL	SERIAL 0506	491	57	171	69	73	28	163	47	129				
TOTAL	2448	906	122	281	123	176	48	265	93	220				
GARDENA - 2500019B		294	57	73	84	72	14	50	44	31				
VOTE BY MAIL	SERIAL 0507	332	63	90	60	72	24	72	46	56				
TOTAL	2239	626	120	163	144	144	38	122	90	87				
GARDENA - 2500020B		305	63	79	83	79	12	50	40	32				
VOTE BY MAIL	SERIAL 0508	384	70	118	63	70	25	104	53	87				
TOTAL	2288	689	133	197	146	149	37	154	93	119				
GARDENA - 2500023A		279	52	75	80	70	19	36	38	36				
VOTE BY MAIL	SERIAL 0509	382	57	108	46	73	16	100	57	98				
TOTAL	2245	661	109	183	126	143	35	136	95	134				
GARDENA - 2500024A		356	39	106	94	88	37	48	62	33				
VOTE BY MAIL	SERIAL 0510	267	38	74	46	53	24	59	41	49				
TOTAL	2140	623	77	180	140	141	61	107	103	82				
GARDENA - 2500026A		370	57	72	111	78	10	66	54	77				
VOTE BY MAIL	SERIAL 0511	452	76	134	62	76	11	133	51	126				
TOTAL	2270	822	133	206	173	154	21	199	105	203				
GARDENA - 2500030A		360	65	92	58	84	8	82	57	65				
VOTE BY MAIL	SERIAL 0512	553	69	147	45	90	22	215	59	141				
TOTAL	2415	913	134	239	103	174	30	297	116	206				
GARDENA - 2500035A		338	48	66	66	67	14	95	42	69				
VOTE BY MAIL	SERIAL 0513	392	32	116	45	56	8	157	54	98				
TOTAL	1955	730	80	182	111	123	22	252	96	167				
GARDENA - 2500036B		315	63	73	68	67	5	75	33	56				
VOTE BY MAIL	SERIAL 0514	445	69	99	55	75	13	166	45	119				
TOTAL	2346	760	132	172	123	142	18	241	78	175				





COUNTY OF LOS ANGELES -			PRESIDENTIAL PRIMARY ELECTION		03/03/20		138.1		- PAGE - 935 of 6575			
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			GARDENA CITY GEN MUNI MEASURE G									
LOCATION	REGIST- RATION	BALLOTS CAST	Yes	No								
GARDENA - 2500002A		451	277	128								
VOTE BY MAIL	SERIAL 0501	301	170	88								
TOTAL	1746	752	447	216								
GARDENA - 2500003A		403	192	183								
VOTE BY MAIL	SERIAL 0502	447	255	164								
TOTAL	2317	850	447	347								
GARDENA - 2500005A		279	175	76								
VOTE BY MAIL	SERIAL 0503	173	114	49								
TOTAL	1167	452	289	125								
GARDENA - 2500009B		424	288	107								
VOTE BY MAIL	SERIAL 0504	296	178	88								
TOTAL	1803	720	466	195								
GARDENA - 2500013A		338	205	91								
VOTE BY MAIL	SERIAL 0505	414	280	93								
TOTAL	2194	752	485	184								
GARDENA - 2500016A		415	222	161								
VOTE BY MAIL	SERIAL 0506	491	251	204								
TOTAL	2448	906	473	365								
GARDENA - 2500019B		294	182	91								
VOTE BY MAIL	SERIAL 0507	332	200	110								
TOTAL	2239	626	382	201								
GARDENA - 2500020B		305	183	104								
VOTE BY MAIL	SERIAL 0508	384	231	131								
TOTAL	2288	689	414	235								
GARDENA - 2500023A		279	170	90								
VOTE BY MAIL	SERIAL 0509	382	249	100								
TOTAL	2245	661	419	190								
GARDENA - 2500024A		356	214	123								
VOTE BY MAIL	SERIAL 0510	267	153	95								
TOTAL	2140	623	367	218								
GARDENA - 2500026A		370	232	117								
VOTE BY MAIL	SERIAL 0511	452	283	132								
TOTAL	2270	822	515	249								
GARDENA - 2500030A		360	217	112								
VOTE BY MAIL	SERIAL 0512	553	330	177								
TOTAL	2415	913	547	289								
GARDENA - 2500035A		338	199	113								
VOTE BY MAIL	SERIAL 0513	392	251	102								
TOTAL	1955	730	450	215								
GARDENA - 2500036B		315	185	102								
VOTE BY MAIL	SERIAL 0514	445	268	141								
TOTAL	2346	760	453	243								





*Los Angeles County*  
*Registrar-Recorder/County Clerk*

**Certificate of the Canvass of the Election Returns**

*I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for*

*Gardena City*

*at the Presidential Primary Election, held on the 3rd day of March, 2020.*

*I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27th day of March, 2020.*



*Dean Logan*

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
County of Los Angeles



# City of Gardena

## City Council Meeting

Agenda Item No. 4. D. (1)

APPOINTMENTS

Meeting Date: April 14, 2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: REORGANIZATION OF THE CITY COUNCIL –  
SELECTION OF MAYOR PRO TEM

<u>COUNCIL ACTION REQUIRED:</u>  Select Mayor Pro Tem to serve from April 2020 to April 2021	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u>  Mayor Pro Tem appointments are rotated annually.  A list of the names of City of Gardena Councilmembers who have served in the position of Mayor Pro Tem from April 1956 to April 2020 is provided.  The Councilmember selected to serve will be seated, as Mayor Pro Tem, at the April 28, 2020, City Council Meeting.  A copy of the Council Policy No. 97-30, Council Bench Seating, is also offered for your information.	
<u>FINANCIAL IMPACT/COST:</u>  No Financial Impact/Cost	
<u>ATTACHMENTS:</u>  A. List – City of Gardena Mayor Pro Tempores and Years Served B. Council Policy No. 97-30, Council Bench Seating	
<div>Submitted by <u>Clint D. Osorio</u>, Clint D. Osorio, City Manager</div> <div>Date <u>4/8/20</u></div>	



**MAYOR PRO TEMPORE****CITY OF GARDENA**

(Incorporated – September 11, 1930)

April 1956 – April 1958.....	Adams W. Bolton	April 1995 – April 1996 .....	James W. Cragin
April 1958 – April 1962.....	L. Pete Jensen	April 1996 – March 1997 .....	Gwen Duffy
April 1962 – April 1966.....	Robert M. Firstman	April 1997 – March 1998 .....	Masani (Mas) Fukai
April 1966 – April 1967.....	Robert R. Kane	March 1998 – March 1999.....	Steven C. Bradford
April 1967 – April 1970.....	Donald H. Davidson	March 1999 – March 2000.....	James W. Cragin
April 1970 – April 1971.....	Edmond J. Russ	March 2000 – March 2001.....	Paul K. Tanaka
April 1971 – March 1974.....	Donald L. Dear	March 2001 – April 2002 .....	Steven C. Bradford
March 1974 – March 1975 .....	William L. Cox	April 2002 – March 2003 .....	Grant J. Nakaoka
March 1975 – March 1976 .....	Masani (Mas) Fukai	March 2003 – April 2004 .....	Paul K. Tanaka
March 1976 – March 1977 .....	Charles A. Nader	April 2004 – March 2005 .....	Ronald K. Ikejiri
March 1977 – March 1978 .....	Vincent H. Okamoto	March 2005 – March 2006.....	Steven C. Bradford
March 1978 – March 1979 .....	Masani (Mas) Fukai	March 2006 – March 2007.....	Oscar Medrano Jr.
March 1979 – April 1980 .....	Charles A. Nader	March 2007 – April 2008 .....	Rachel C. Johnson
April 1980 – April 1981.....	Donald L. Dear	April 2008 – April 2009 .....	Ronald K. Ikejiri
April 1981 – April 1982.....	Paul Y. Tsukahara	April 2009 – Sept. 2009 .....	Steven C. Bradford
April 1982 – April 1983.....	Masani (Mas) Fukai	Sept. 2009 – July 2010.....	Dan Medina
April 1983 – April 1984.....	James W. Cragin	July 2010 – April 2011 .....	Tasha Cerda
April 1984 – April 1985.....	Gwen Duffy	April 2011 – April 2012 .....	Rachel C. Johnson
April 1985 – April 1986.....	Paul Y. Tsukahara	April 2012 – March 2013 .....	Ronald K. Ikejiri
April 1986 – April 1987.....	Masani (Mas) Fukai	March 2013 – March 2014.....	Dan Medina
April 1987 – April 1988.....	James W. Cragin	March 2014 – April 2015 .....	Tasha Cerda
April 1988 – April 1989.....	Gwen Duffy	April 2015 – April 2016 .....	Terrence Terauchi
April 1989 – April 1990.....	Paul Y. Tsukahara	April 2016 – April 2017 .....	Mark E. Henderson
April 1990 – April 1991.....	Masani (Mas) Fukai	April 2017 – April 2018 .....	Dan Medina
April 1991 – April 1992.....	James W. Cragin	April 2018 – April 2019 .....	Rodney Tanaka
April 1992 – April 1993.....	Gwen Duffy	April 2019 – April 2020.....	Art Kaskanian
April 1993 – April 1994.....	Paul Y. Tsukahara	April 2020 – April 2021.....	
April 1994 – April 1995.....	Masani (Mas) Fukai		



SUBJECT:

**COUNCIL POLICY  
COUNCIL BENCH SEATING**NO. 97-30 REV. \_\_\_\_\_  
DATE April 22, 1997  
Donald L. Dear  
MAYOR**STATEMENT:**

It is the desire of the City Council to memorialize the traditional informal seating for Council members at the Council bench as follows:

- |                              |                                                                      |
|------------------------------|----------------------------------------------------------------------|
| • Center Seat                | The Mayor                                                            |
| • Seat to Right of Mayor     | The Mayor Pro Tem                                                    |
| • Seat to Left of Mayor      | The Most Senior Member of Council by Years of Service                |
| • Seat to Far Right of Mayor | The Next Senior Member of Council by Years of Service                |
| • Seat to Far Left of Mayor  | The Member of Council having the Least Seniority by Years of Service |

In the event that two or more seats on the Council would be vacated at one time, then seniority would be established by the number of votes received by the elected members, with the member having obtained the highest number of votes being declared the most senior member of the newly-elected council members.

**MINUTES  
Regular Meeting of the  
City of Gardena City Council  
Tuesday, February 25, 2020**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, February 25, 2020, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not present.

At 7:10 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; Council Member Rodney G. Tanaka; City Manager Clint Osorio; and City Attorney Carmen Vasquez.

**2. CLOSED SESSION**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

**(1) Agency Designated Representative:**

Clint Osorio, City Manager

**Employee Organizations:**

Gardena Police Officers Association (GPOA)

Mike Sargent, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

**Mayor Cerda reconvened the meeting to the Regular Open Session at 7:52 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.**

*When City Attorney Vasquez was asked if there were any reportable actions from the Closed Session, she stated that no reportable action had been taken.*

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

**A. PLEDGE OF ALLEGIANCE**

Nikolas Escobar and Crystal Rodriguez led the Pledge of Allegiance. Nikolas and Crystal are students at Robert E. Peary Middle School. Nikolas and Crystal were chosen to lead the Pledge of Allegiance because they are members of "LEADERSHIP" at Peary and consistently demonstrate their leadership qualities. They acknowledged school administrators who accompanied them to the meeting and thanked the Council for inviting them to lead the Pledge of Allegiance.

3. PLEDGE OF ALLEGIANCE & INVOCATION (Continued)

B. INVOCATION

The Reverend Iki Tolu Taimi, Lead Pastor, of Gardena Genesis Community, led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Ms. Marilyn E. Rideaux., who served in the U.S. Air Force. *Mayor Cerda thanked Ms. Rideaux for her military service. Then Mayor Pro Tem Kaskanian read a brief Biography and Ms. Rideaux was presented with a City of Gardena Veterans Commemorative Coin. Ms. Rideaux was given an opportunity to speak and appropriate photos were taken.*

*Mayor Cerda, requested that "Agenda Item 4.A.(3) be heard before Agenda Item 4.A.(2)"*

- (3) RESOLUTION OF COMMENDATION, to The Honorable Dan Medina in Acknowledgement and Recognition of Distinguished Service to the City and Community of Gardena as a Gardena Council Member; and, Further, to Bestow upon Him the Title of Council Member Emeritus, effective in March 2020 *Mayor Cerda acknowledged Council Member Medina as the founder of this tradition now set at each Gardena City Council Meeting where we recognize Gardena Military Veterans. The Resolution of Commendation was accepted by the Honorable Dan Medina.*

- (2) CERTIFICATES OF RECOGNITION to Commission, Committee, Council, and Board Appointees of the Honorable Council Member Dan Medina, for Dedicated Community Service

- (a) Steve Sherman, Planning and Environmental Quality Commission
- (b) Richard Luna, Human Services Commission
- (c) Lucia Ordonez, Gardena Youth Commission
- (d) Carlos Lifosjoe, Gardena Economic Business Advisory Council
- (e) Moe Shemirani, Gardena Economic Business Advisory Council
- (f) Tracy Solomon-Clark, Gardena Rent Mediation Board, Tenant Representative
- (g) Gerlin E. Muñoz, Gardena Rent Mediation Board, Owner Representative
- (h) Florence Bagsby, Gardena Rent Mediation Board, At-Large Representative
- (i) Gail M. Laidoner, Gardena Beautification Committee

*Recognized recipients were present to receive their Certificates of Recognition, except for Carlos Lifosjoe, Moe Shemirani, Florence Bagsby and Gail M. Laidoner. The recipients who were present were given an opportunity to speak. They thanked Council Member Medina for the opportunity to serve the community in their respective capacity.*

B. PROCLAMATIONS

- (1) "WOMEN'S HISTORY MONTH," March 2020  
*- was proclaimed by Mayor Cerda*

C. APPOINTMENTS – *No Appointments were made*

- (1) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)
- (a) Human Services Commission
  - (b) Planning and Environmental Quality Commission
  - (c) Recreation and Parks Commission
  - (d) Senior Citizens Commission
  - (e) Gardena Youth Commission

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)**

**C. APPOINTMENTS – *No Appointments were made* (Continued)**

- (1) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In) (Continued)

- (f) Gardena Beautification Committee
- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

**5. CONSENT CALENDAR**

**A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY**

**B. CITY CLERK**

- (1) **Approved:** Minutes of  
(a) Gardena City Council Regular Meeting, February 11, 2020
- (2) **Approved:** Affidavit of Posting Agenda on February 21, 2020

**C. CITY TREASURER**

- (1) **Approved:** Warrants / Payroll Register
- (a) February 25, 2020: Wire Transfer: 11860-11864; Prepay: 157733 Check Nos. 157734-157921- for a total Warrants issued in the amount of \$2,167,095.82; Total Payroll Issued for February 14, 2020: \$1,584,443.32

**D. CITY MANAGER**

- (1) **Approved:** Personnel Report No. P-2020-4
- (2) **Approved:** SECOND READING: ORDINANCE NO. 1816, Amending Section 5.24.170 of the Gardena Municipal Code regarding Card Club Employee Work Permits (Introduced by Mayor Pro Tem Kaskanian, February 11, 2020)

**ORDINANCE NO. 1816**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
GARDENA, CALIFORNIA, AMENDING SECTION 5.24.170 OF THE  
GARDENA MUNICIPAL CODE REGARDING CARD CLUB  
EMPLOYEE WORK PERMITS

- (3) **Approved:** Carnival Contract with Baque Bros Concessions/Classic Rides, Inc. for Carnival at Mas Fukai Park on April 17-19, 2020

**5. CONSENT CALENDAR (Continued)**

**D. CITY MANAGER (Continued)**

- (4) **Approved:** Ratify Administrative Approval of the Elderly Nutrition Program Contract ENP162006 Amendment Five
- (5) **Approved:** Ratify Administrative Approval Supportive Services Program Contract ENP 192003 Amendment One
- (6) **Approved:** Contract for Refurbished Dual and Mono Inverters with PSI Repair Services Inc., for a Contract total of \$590,000

**It was moved by Council Member Medina, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve all Items on the Consent Calendar:**

**Ayes: Council Members Medina and Tanaka, Mayor Pro Tem Kaskanian, Council Member Henderson and Mayor Cerda**  
**Noes: None**  
**Absent: None**

**6. EXCLUDED CONSENT CALENDAR**

**7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

**A. FEBRUARY 18, 2020, MEETING – *Meeting Cancelled***

**ORAL COMMUNICATIONS**

- (1) **Ms. Cheral Sherman**, Vice-President, Friends of Gardena Willows Wetland Preserve: announced the new hours of operation for the Preserve and the self-guided tours. She gave a brief description of the nature activity currently taking place at the Preserve. She encouraged guests to come and enjoy the Willows Preserve.
- (2) **Ms. Charlotte Lynch**, resident: congratulated and thanked Council Member Medina for his service to the community and a special recognition for being the “Brain Child” for the inception of the now customary City Council Meeting recognition of local military veterans. She has certainly enjoyed coming to the Council meetings to see the veterans that have been recognized, my husband, Chris, and I are extremely grateful for this. Please consider recognizing families of veterans that would like their stories told of their loved ones.

**8. DEPARTMENTAL ITEMS**

- A. ADMINISTRATIVE SERVICES – No Items**
- B. COMMUNITY DEVELOPMENT – No Items**
- C. ELECTED & ADMINISTRATIVE OFFICES – No Items**
- D. GENERAL SERVICES**

- (1) Approve Purchase Order to Altec Industries, Inc. for an Altec Model LR7-60E70 Articulating Aerial Device (insulated) Tree Truck in the amount of \$181,062.00 and a 2019 Vermeer BC 1000XL-49 – 12” brush chipper with 49 HP Tier 4F Engine in the amount of \$42,608.86 for Public Works Maintenance Equipment Purchase, JN 954

City Manager Osorio presented the Staff Report.

**8. DEPARTMENTAL ITEMS (Continued)****D. GENERAL SERVICES (Continued)****(1) Approve Purchase Order to Altec Industries, Inc. (Continued)**

There was a discussion and the following questions/comments were made by Council: How purchasing this equipment and truck will reduce a lot of labor, how this fits into our sustainability plan, what is the percentage of our vehicles that have been replaced, what's the remaining balance of our gas tax fund, what we do with old equipment, which fund does the money go back into, and if we have to use the money in this fund every year. City Manager Osorio replied that vehicle replacement is incorporated into our budget within the last year or two, the percentage of vehicles that have been replaced is fairly low at this point, as we get more funding we will start replacing them; he continued to say that we have about \$1.1 million left in the gas tax fund since we haven't used much of it, the equipment gets auctioned off every year and the money goes back to same funding source; we do have to use a certain amount every year it's called maintenance of effort, you would have to follow the projects that are listed in the budget, currently, the balance is still there since some projects have been delayed.

**It was moved by Council Member Medina, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Purchase Order:**

**Ayes: Council Members Medina and Henderson, Mayor Pro Tem Kaskanian, Council Member Tanaka and Mayor Cerda**

**Noes: None**

**Absent: None**

**E. POLICE – No Items****F. RECREATION & HUMAN SERVICES****(1) Authorization to Execute a Three-Year Professional Services Agreement with CivicRec/CivicPlus**

City Manager Osorio presented the Staff Report.

There was a discussion and the following questions were asked by Council: Will the credit card data and personal information be held on the CivicPlus network; how were we doing things in the past and how much time this will save us; if an employee will be able to be eliminated because we are purchasing this software. City Manager Osorio replied that yes, the credit card data will be held on the CivicPlus network, he continued to say that this will be one system, and will be all-inclusive, from the systems we were using before. Director of Recreation and Human Services, Stephany Santin came forward and said this would improve customer service, we would not be eliminating an employee, and that we would be able to focus more on other projects; Ms. Santin then stated that prior to this, we were gathering information by writing it down and inputting into excel spreadsheets; this will definitely be saving employee time, she continued to say that all of our residents can now do appointments from anywhere and will not have to come to the Nakaoka Community Center; this will also be incorporated into our kiosk. City Manager Osorio then asked Ms. Santin, if after the one-year mark, if a report could be provided to show the savings.

**It was moved by Council Member Henderson, seconded by Council Member Medina, and carried by the following roll call vote to Authorize Agreement:**

**Ayes: Council Members Henderson and Medina, Mayor Pro Tem Kaskanian, Council Member Tanaka and Mayor Cerda**

**Noes: None**

**Absent: None**

**8. DEPARTMENTAL ITEMS (Continued)**

**F. RECREATION & HUMAN SERVICES (Continued)**

(2) Approval of the Fourth of July Fireworks Contract between the City Gardena and Pyro Spectaculars Inc.

City Manager Osorio presented the Staff Report.

There was a discussion where Council was asked to select a contract option which includes a three-year commitment totaling \$99,999. The contract includes a \$5,001 (14.2%) discount for year one (1) and locks in years two (2) and three (3) at \$35,000. In addition to the cost savings, Option 2 also ensures the City has a scheduled firework show on July 4<sup>th</sup>, the most popular day of the year for fireworks shows. If the City's professional fireworks show is canceled related to changes to the City's municipal code; the contract includes a termination clause limiting the city's liability for early cancellation. The following comments were made by Council: We're known in Gardena for having a fireworks show in our City every year, because we had a couple of bad experiences, and it was quite embarrassing what happened last year, I am not comfortable going with a 3 year contract; it was also proposed to take the \$35,000 bid for the first year, and see if we can get a discount for year 2 and year 3; it was also brought up in addition to the fireworks price quoted, we would also have to pay \$10-\$15,000 for security, and \$2,000 for clean-up by our Parks and Recreation; this could cost up to \$75,000-80,000 for a 20 minute show; they continued to say it's always been a free event, and asked if there was any way we can recoup costs, possibly by getting food trucks, vendors, etc.; they also discussed moving the date to possibly July 3<sup>rd</sup> or July 5<sup>th</sup>. Recreation and Human Services Director, Stephany Santin came forward and said over the last two years, we used another vendor for our fireworks show and the show was terrible, the show didn't last the full 18 minutes, there was a lapse in disbursing the fireworks, we were promised that music would be synchronized with the fireworks and that did not happen; we did not end up paying the vendor for last year's show. When we went back to Pyro Spectaculars, this is the price we were quoted because we left looking for something a little better and it backfired. Mayor and Council asked Ms. Santin to come back with more options.

**It was moved by Mayor Cerda, seconded by Council Member Henderson, and carried by the following roll call vote:**

**Ayes: Mayor Cerda and Council Member Henderson**  
**Noes: Mayor Pro Tem Kaskanian, Council Members Medina and Tanaka**  
**Absent: None**

*Item 8.F.(2) was not passed by Council.*

**G. TRANSPORTATION – No Items**

**9. COUNCIL ITEMS, DIRECTIVES & REMARKS**

**A. COUNCIL ITEMS – No Items**

**B. COUNCIL DIRECTIVES**

Council Member Henderson:

(1) Asked City Manager Osorio if he could get an update regarding a past traffic study completed by the City regarding stop signs at 147<sup>th</sup> Street going east and west between Crenshaw Blvd. and Van Ness Ave.; Council Member Tanaka seconded the directive.



**9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)****C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

City Manager Osorio gave a verbal report of information to follow-up matters that had been directed or requested by the Mayor and Members of Council. Written reports and flyers had already been provided to the Council via copies in their regular mail packets. Those items were, as follows:

- (1) Memo, status update regarding a previous directive regarding California Consulting Grant writing;
- (2) Memo, salary survey regarding a previous directive regarding grant writers;
- (3) "Live, Work and Play" latest edition;
- (4) "Afternoon in the Park" a celebration of Black History, Saturday, February 29, 2020, from 10:00 a.m. to 2:00 p.m., at Rowley Park;
- (5) 33<sup>rd</sup> Annual Cymbidium Orchid Show, Saturday & Sunday 2/29/20, Saturday from 12 noon to 5:00 p.m. Sunday 3/1/20 from 10:00 a.m., to 4:00 p.m., at the Nakaoka Community Center;
- (6) "46<sup>th</sup> Annual Koi Show", Saturday & Sunday March 14-15, 2020, Saturday 2/29/20 from 10:00 a.m. to 5:00 p.m.;
- (7) Gardena All In "Viva Las Vegas" Fundraiser event, Saturday, 03/21/2020, from 5:30 a.m. to 9:00 p.m., at Nakaoka Community Center. Price is \$25; and
- (8) Youth Chess Tournament, Saturday, March 28, 2020 from 9:00 a.m. to 3:00 p.m. at the Nakaoka Community Center.

**D. COUNCIL REMARKS**

- (1) COUNCIL MEMBER MEDINA – said he attended Southern California Association of Governments, which represents 119 cities. He reported one of the biggest issues was regarding housing. He shared one of the reasons for homelessness was due to not being able to afford to pay rent or buy a home. He said they were working with Mayor Garcetti on setting up temporary homes as well as temporary porta-potties and mobile washing trucks to help people clean up. He said Ventura County was in desperate need of people to rent and buy homes because everyone is evacuating LA.
- (2) MAYOR PRO TEM KASKANIAN – said he attended two candidate forums held at Rowley Park and Nakaoka Community Center. He thanked League of Women Voters of Torrance and our City Clerk and staff for putting the forum together. He wished all the candidates best of luck. He asked the registered voters to please go out and vote; your voice counts.
- (3) COUNCIL MEMBER TANAKA – said he attended Ms. Gwen Duffy's service held at the Lighthouse Memorials & Receptions. He went to the candidates' forum and wished all the candidates' good luck. He apologized for not being able to make it to the JCI event because he had prior engagements.
- (4) MAYOR CERDA – said she attended Ms. Gwen Duffy's repast held at the Lighthouse Memorial & Receptions. She said it was nice to talk with her family and sharing stories of the few times she met with Ms. Duffy and spent time with her. She attended the most recent candidate forum held at the Nakaoka Community Center. Last Sunday, she attended the stamp unveiling of an American Journalist, Ms. Gwen Ifill, held at the Gardena Hollypark Methodist Church. She stated that it was a nice ceremony, where they unveiled the stamp and had nice music. She attended the newly formed CCGGA JPA meeting where they deal with issues involving our casinos. On Thursday, she attended a special dinner and legislative break-in hosted by Assembly Member Mike Gipson held at the Porsche Center. She

**9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)**

**D. COUNCIL REMARKS (Continued)**

**(4) MAYOR CERDA (Continued)**

reported that Assembly Member Mike Gipson said they will be holding “Reimagine the 65<sup>th</sup> District” where they will have a special showcase for the cities, where each City will be able to show the great new things they are doing in their City. She said our City Manager, herself, Council and Economic Development Director will be invited to showcase ourselves. She attended a grand opening of a new, state-of-the-art gymnasium at El Camino College. She said along with neighboring cities, she presented a certificate and congratulated El Camino College. Last Saturday, she attended “The Day of Remembrance” at JCI where they showcased a film on internment camps in Hawaii. Lastly, this past Friday, she attended a Recognition Luncheon of the veterans of the 100 and the 442 Nisei Post 1461, where we handed out a couple of medals.

- (5) COUNCIL MEMBER HENDERSON – since the last Council Meeting, he participated in the candidate’s forum hosted by the League of Women Voters. He thanked the City Clerk’s office for stepping up with that event. He announced that early voting has started and encouraged everyone to vote. He thanked all the candidates and asked to wish them all good luck. He said it’s always encouraging to have a community dialogue on things happening in our City. He attended the Gwen Ifill stamp unveiling at Hollypark Methodist Church. He said he executed some community meetings. He reminded everyone that voting day is actually March 3<sup>rd</sup>, but you can still register to vote, and you can also vote early.

**10. ANNOUNCEMENTS**

Mayor Cerda announced:

- (1) “State of the City Address 2020” scheduled for Thursday, March 19, 2020, Meet, Greet & Eat at 6:00 p.m., Program scheduled at 7:00 p.m., at the Nakaoka Community Center, 1670 W. 162<sup>nd</sup> Street, Gardena.

**11. REMEMBRANCES**

Mr. Robert ‘Bob’ Lehman Bacharach, 79 years old, beloved husband of Mrs. Jackie Bacharach, Executive Director of the South Bay Cities Council of Governments; and Mrs. Margie L. Smith, 85 years of age, resident of Gardena for over 49 years; Mr. David Labeaud, 68 years old, a former Home Improvement Lead Person with the City of Gardena General Services Department. Mr. Labeaud retired on January 2, 2020, after serving the City of 26 years 7 months of City service.

**12. ADJOURNMENT**

At 9:25 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, March 10, 2020.

MINA SEMENZA  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

**MINUTES  
Regular Meeting of the  
City of Gardena City Council  
Tuesday, March 10, 2020**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, March 10, 2020, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California: Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not present.

At 7:02 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; Council Member Rodney G. Tanaka; City Manager Clint Osorio; City Attorney Carmen Vasquez, and Deputy City Attorney Peter Wallin.

**2. CLOSED SESSION**

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Government Code Section 54956.8

(1) Agency Negotiators: Clint Osorio, City Manager, Carmen Vasquez, City Attorney  
Peter L. Wallin, Deputy City Attorney

Negotiating Party: Joseph Nuzzolo, Agent for Sorakubo Family Trust

Property: 16010 South Harvard Blvd., Gardena, CA 90247

Under Negotiation: Purchase and Sales Agreement, Price and Terms of Payment

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

(1) Agency Designated Representative:

Clint Osorio, City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Matt Hassholdt, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

**Mayor Cerda reconvened the meeting to the Regular Open Session at 7:52 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.**

***When City Attorney Vasquez was asked if there were any reportable actions from the Closed Session, she stated that no reportable action had been taken.***

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Sydney Gales and Greyson Gales led the Pledge of Allegiance. Sydney and Greyson are sister and brother both are students at Chapman Elementary School. They are both model citizens. Sydney is part of the Student Body. They thanked the Council for inviting them to lead the Pledge of Allegiance and introduced their family members.

B. INVOCATION

The Reverend Edwin R. Siguenza, Pastor, of Iglesia Roca Fuerte (*Solid Rock Church*), led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

(1) Gardena Military Veteran Recognition to Honor Veteran Mr. Lloyd J. Overstreet, who served in the U.S. Navy. *Prior to Mr. Overstreet being recognized, Council Member Henderson spoke saying that he is honored to recognize Mr. Overstreet for his military service and how special Mr. Overstreet is. He continued to admonish Mr. Overstreet with endearing words. Then, Mayor Cerda read a brief Biography and thanked Mr. Overstreet for his military service and Mr. Overstreet was presented with a City of Gardena Veterans Commemorative Coin. Mr. Overstreet was given an opportunity to speak, then introduced his family, and appropriate photos were taken.*

B. PROCLAMATIONS

(1) "AMERICAN RED CROSS MONTH," March 2020  
*- was accepted by Ms. Janet Kim, representative of the American Red Cross*

C. APPOINTMENTS – *No Appointments were made*

(2) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)

- (a) Human Services Commission
- (b) Planning and Environmental Quality Commission
- (c) Recreation and Parks Commission
- (d) Senior Citizens Commission
- (e) Gardena Youth Commission
- (f) Gardena Beautification Committee
- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

5. CONSENT CALENDAR

A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY

B. CITY CLERK

(1) Approved: Minutes of

- (a) Planning & Environmental Quality Commission Meeting, December 17, 2019

**5. CONSENT CALENDAR (Continued)**

**B. CITY CLERK (Continued)**

- (2) **Approved:** Affidavit of Posting Agenda on March 6, 2020

**C. CITY TREASURER**

- (1) **Approved:** Warrants / Payroll Register

- (a) March 10, 2020: Wire Transfer: 11865-11867; Prepay: 157922-157926 Check Nos. 157927-158151-  
for a total Warrants issued in the amount of \$2,069,075.17; Total Payroll Issued for February 28, 2020:  
\$2,013,194.08

**D. CITY MANAGER**

- (1) **Approved:** Personnel Report No. P-2020-5

- (2) **Approved:** Single Audit Report Required for Federally Funded Programs for Fiscal Year Ended  
June 30, 2019

- (3) **Approved:** RESOLUTION NO. 6438, Repealing Resolution No. 6367, and Adopting a New Conflict  
of Interest Code

**RESOLUTION NO. 6438**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDENA, CALIFORNIA, REPEALING RESOLUTION NO. 6367,  
AND ADOPTING A NEW CONFLICT OF INTEREST CODE

- (4) **Approved:** RESOLUTION NO. 6435, Artesia Boulevard Landscaping Assessment District Renewal for  
the Fiscal Year Commencing July 1, 2020 and Ending June 30, 2021

**RESOLUTION NO. 6435**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDENA, CALIFORNIA, ARTESIA BOULEVARD  
LANDSCAPING ASSESSMENT DISTRICT RENEWAL FOR THE  
FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING  
JUNE 30, 2021

- (5) **Approved:** RESOLUTION NO. 6436, Consolidated Street Lighting District Renewal for the Fiscal year  
Commencing July 1, 2020 and Ending June 30, 2021

**RESOLUTION NO. 6436**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDENA, CALIFORNIA, CONSOLIDATED STREET  
LIGHTING DISTRICT RENEWAL FOR THE FISCAL YEAR  
COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021

**5. CONSENT CALENDAR (Continued)**

- (6) **Approved:** RESOLUTION NO. 6434, Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds

**RESOLUTION NO. 6434**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

**It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Approve all Items on the Consent Calendar:**

**Ayes:** Council Member Medina, Mayor Pro Tem Kaskanian, Council Members Henderson and Tanaka and Mayor Cerda  
**Noes:** None  
**Absent:** None

**6. EXCLUDED CONSENT CALENDAR**

**7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

**A. MARCH 3, 2020, MEETING**

**(1) Zone Code Amendment #1-20**

The Planning Commission considered an ordinance amending Chapter 18.43 of the Gardena Municipal Code regarding density bonus. The ordinance will make the City's density bonus requirements consistent with recent legislative changes to the density bonus law. The Planning Commission made a recommendation to the City Council on the ordinance. Staff has determined that the Zone Code Amendment would not have any significant effects and is therefore exempt from CEQA.

**Project Location: Citywide**

**Commission Action:** Commission Approved Resolution No. PC 1-20, recommending Approval Zone Code Amendment #1-20

**This Item was Received and Filed**

**ORAL COMMUNICATIONS**

- (1) Ms. Wendy Lee, representative from LA County Library, Branch Gardena Mayme Dear, thanked Gardena Police Chief Michael Saffell, the Gardena Police Department, Council Member Tanaka and Erica for their participation in the "Read Across America" event. Also, she invited everyone to future Library events. Lastly, she spoke about the upcoming 2020 Census, announcing that the library will have a dedicated station for residents who are participating, they would like to do their part to make sure that all Gardena residents get counted.

**8. DEPARTMENTAL ITEMS**

- A. ADMINISTRATIVE SERVICES – No Items  
B. COMMUNITY DEVELOPMENT – No Items  
C. ELECTED & ADMINISTRATIVE OFFICES – No Items

**8. DEPARTMENTAL ITEMS (Continued)**

**D. GENERAL SERVICES – No Items**

**E. POLICE – No Items**

**F. RECREATION & HUMAN SERVICES**

(1) Approval of a Fourth of July Fireworks Agreement with Pyro Spectacular Inc.

City Manager Osorio presented the Staff Report.

At our February 25, 2020 Council Meeting, Council asked Director of Recreation and Human Services, Stephany Santin, to research alternative options related to dates and costs. City Staff contacted all three companies: Pyro Spectaculars, Inc. Garden State, and Zambelli Fireworks to obtain additional options for our 56<sup>th</sup> Annual Fireworks Show. After a thorough review of the pricing, qualifications and references staff is recommending Pyro Spectaculars, Inc. for the proposed price of \$30,000 year (1) and \$35,000 years two (2) and three (3). This option provides the city with a \$5,000 discount for year (1) if we chose to continue our agreement after the show on July 4, 2020. This option also locks-in a guaranteed price of \$35,000 for years two (2) and three (3), which could potentially increase annually based on the client demand and other contributing factors (e.g. tariffs and licensing). The clause would allow the city to cancel the agreement before December 31, 2020, if we are not completely satisfied with the Fourth of July Show. Staff is also establishing a plan to off-set the costs of the annual fireworks show with vendors and/or sponsorship opportunities. The following comments were made by Council: Thanks to staff for coming back with the great amount of detail in the report; it makes me feel more comfortable to move forward with this contract; thank you Ms. Santin for your hard work in putting this together, it makes more sense to go with the better vendor and I like the fact that we have until December 31, 2020 to decide if we want to use the vendor for years 2 and 3; \$1,500 per minute is quite high and we also have to take into account other expenses like security, it was then asked that if we were able to obtain any vendors for this event; Ms. Santin replied that we haven't approached any vendors, but we do have a list of vendors that are always looking to do business with us and we will go to them first, we would have to establish a price for vendors to participate at our event and it would have to be reasonable enough for vendors to make money and for the City to offset some of the costs; would like to commend staff on this report and thanks for listening to our feedback.

**It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Approve Agreement:**

**Ayes: Council Members Tanaka, Medina and Henderson, Mayor Pro Tem Kaskanian, and Mayor Cerda**  
**Noes: None**  
**Absent: None**

**G. TRANSPORTATION – No Items**

**9. COUNCIL ITEMS, DIRECTIVES & REMARKS**

**A. COUNCIL ITEMS – No Items**

**B. COUNCIL DIRECTIVES**

Council Member Medina:

(1) Asked City Manager Osorio if he could get an audit, regarding U.S. Tow.

9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)

B. COUNCIL DIRECTIVES (Continued)

Mayor Cerda:

- (1) Concurred with Council Member Medina's request regarding U.S. Tow audit, she would like a full report into items on the contract, if items being billed are on the original contract.

Council Member Tanaka:

- (1) Asked City Manager Osorio if there could be an inquiry into Congress Woman Maxine Waters, campaign signage; if a representative from her office could retrieve the signs left behind in Gardena after election day; *Mayor Cerda second it*

*Prior to City Manager Osorio providing his remarks, Mayor Cerda asked that he provide an update regarding the Corona Virus to everyone present at tonight's City Council meeting and for the televised viewers.*

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Written reports and flyers had already been provided to the Council via copies in their regular mail packets. Those items were, as follows:

- (1) COVID-19 Corona Virus update, information from the CDC and LA County Department of Public Health regarding safety recommendations;
- (2) Memo, to a previous directive by Council Member Henderson requesting a traffic study regarding traffic information on 147<sup>th</sup> Street, Crenshaw to Van Ness.

D. COUNCIL REMARKS

- (1) COUNCIL MEMBER HENDERSON – he thanked Chief Saffell and City Staff for the report and reeducating them on why there aren't any stop signs on the streets adjacent to 147<sup>th</sup> Street. He said that our city was very engaged in the voting process and he said they always encourages everyone to go out and vote. He attended the Hollypark Homeowner's Association meeting. He attended the Fish Bone grand opening. He said he missed Coffee with a Cop due to attending a COVID-19 meeting, something that is going around LA County. He reported that he met new Veterans and encouraged them to participate in our Veteran's Recognition Program. He suggested that, regardless to who is recognizing them, he wants to get the Veterans in the pool to be recognized.
- (2) COUNCIL MEMBER MEDINA – he said he had the privilege and honor of visiting all seven convalescent homes by delivering birthday cakes, since they celebrate all the birthdays at the end of the month. He said that he was very surprised and honored that Gardena Police Department visited Clearview convalescent home. He shared that Clearview is the only convalescent home in Gardena that specializes in Alzheimer's. He thanked Chief Saffell for visiting. He attended the Water Association and said that we might be in for another drought if the weather doesn't improve. He said we need more rain. He attended the Fish Bone grand opening and had a chance to eat the food. He attended the Southern California Association of Governments meeting regarding housing and what the regional housing authority is dictating to all the cities, a very long meeting that began at 10am and ended at 3pm.



**9. COUNCIL ITEMS, DIRECTIVES & REMARKS (Continued)**

**D. COUNCIL REMARKS (Continued)**

- (3) MAYOR PRO TEM KASKANIAN – he attended the official launching of the Black News Channel on Spectrum. On March 7<sup>th</sup>, he attended the grand opening of Fish Bone. He encouraged the residents to try it out, they have all kinds of fried fish. On the same day, he attended the beauty pageant held in the Nakaoka Community Center. He attended Coffee with a Cop at McDonalds on Artesia Blvd and Normandie Ave, where he noticed two new business personnel and asked how they heard about the event and they mentioned through the Live Work Play booklets that they received through the-mail. He thanked everyone who put the Live Work Play together.
- (4) MAYOR CERDA –since the last Council Meeting, she too attended the opening of the Black Channel, subsidiary of Spectrum, it was very informative, and she was happy to be there. She attended the City of Hawthorne's State of the City Address. Last Sunday, she attended the Gardena Valley Lion's 96<sup>th</sup> Anniversary and said Councilmember Medina was there as well, they had a special community recognition for Mr. Vince Cates. She attended the most recent Gardena Hollypark Homeowner's meeting. She attended the grand opening of Fish Bone Restaurant with her colleagues. Last Saturday evening, she was at the 88<sup>th</sup> Annual Miss Los Angeles County competition, the 23<sup>rd</sup> Annual Miss Culver City competition and the 22<sup>nd</sup> Miss Los Angeles County Outstanding Teen competition. She said they were very beautiful and talented women. She shared that it was the 3<sup>rd</sup> year that they hosted the beauty pageants in the City of Gardena, and they would like to make Gardena their regular location to host this event. She announced that the Annual Koi Show will be happening this coming weekend. Yesterday, she flew to Sacramento as the representative of the California Cities Gaming Authority and testified in a hearing with regards to the Bureau of Gambling Commission. She reported that they were not doing a great job in regulating our casinos and the recent audits findings were terrible.
- (5) COUNCIL MEMBER TANAKA – he attended the Clearview Convalescent Home. He said he spoke to the owners of the convalescent home and found out that they have been running the facility for over 60 years. He attended the South Bay Cities Council of Governments where they met in Redondo Beach. He apologized for missing the Afternoon in the Park. He attended the Gardena Mayme Dear Library and said Chief Saffell did a great job. He attended the L.A. County Leagues of Cities with First Five held at a train station in downtown; First Five is an organization that is trying to get kids ages 0-5 prepared for kindergarten. He attended the Fish Bone's #2 grand opening. He attended the Coffee with a Cop and said it was great turnout.

**10. ANNOUNCEMENTS**

Mayor Cerda announced:

- (2) Gardena Annual Koi Show, Saturday, March 14, 2020.
- (1) The postponement of the "State of the City Address 2020" scheduled for Thursday, March 19, 2020, Meet, Greet & Eat at 6:00 p.m., Program scheduled at 7:00 p.m., at the Nakaoka Community Center, 1670 W. 162<sup>nd</sup> Street, Gardena. Postponed for at least two months, until further notice, future date not scheduled at this time.

**11. REMEMBRANCES**

12. ADJOURNMENT

At 9:00 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, March 24, 2020.

MINA SEMENZA

City Clerk of the City of Gardena and

Ex-officio Clerk of the Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

**MINUTES  
Emergency Meeting  
City of Gardena City Council  
Thursday, March 19, 2020**

*On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Members to attend City Council meetings telephonically.*

*On Monday March 16, 2020, the City of Gardena declared that an emergency City Council Meeting take place on Thursday, March 19, 2020, in the Council Chambers located at 1700 W. 162<sup>nd</sup> Street, Gardena, California, 90247 at 2:00 p.m., to address the Executive Order N-25-20, issued by California Governor Newsom on March 12, 2020.*

The Emergency Meeting of the City Council of the City of Gardena, California, was called to order at 2:00 p.m. on Thursday, March 19, 2020, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Present via teleconference: Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio, Chief Mike Saffell and Deputy City Clerk Becky Romero. Other City officials present by via teleconference: City Attorney Carmen Vasquez; City Clerk Mina Semenza and City Treasurer Ingrid Tsukiyama were not present.

**2. PUBLIC COMMENT**

*When Mayor Tasha Cerda asked if there were any public comments, Deputy City Clerk Becky Romero stated that there were none.*

**3. EMERGENCY MEETING ITEMS**

**A. ELECTED & ADMINISTRATIVE OFFICES**

- (1) RESOLUTION NO. 6441, Adopt Resolution Ratifying the Proclamation Declaring Existence of Local Emergency

RESOLUTION NO. 6441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING THE ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF GARDENA

City Manager Osorio presented the Staff Report.

There was a discussion asking once the local emergency is declared, do we have latitude to work on eviction issues due to residents not being able to pay rent due to COVID-19 related reasons. City Manager Osorio explained that we are aware of the issues and currently working on it.

**3. EMERGENCY MEETING ITEMS (Continued)**

**A. ELECTED & ADMINISTRATIVE OFFICES (Continued)**

**(1) RESOLUTION NO. 6441 (Continued)**

**It was moved by Council Member Henderson, seconded by Council Member Medina, and carried by the following roll call vote to Approve Resolution No. 6441:**

**Ayes: Council Members Henderson, Medina and Tanaka, Mayor Pro Tem Kaskanian, and Mayor Cerda**

**Noes: None**

**Absent: None**

**(2) RESOLUTION NO. 6440, Approving the Designation of Applicant's Agent Resolution for Non-State Agencies to Obtain Federal and/or State Financial Assistance Through the California Office of Emergency Services**

**RESOLUTION NO. 6440**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING CAL OES FORM 130, DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION FOR NON-STATE AGENCIES, DESIGNATING AUTHORIZED AGENTS OF THE CITY OF GARDENA FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLIC ASSISTANCE GRANTS

City Manager Osorio presented the Staff Report.

There was a discussion regarding once we file for reimbursement, do we know how long it will take to get the reimbursement, and what is the process. City Manager Osorio mentioned we are currently in a state of emergency tracking all costs, including all supplies and costs incurred by the City, and once the emergency has passed we will file a reimbursement from federal and state; from past experiences, it can take a few years to get the reimbursement.

**It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Approve Resolution No. 6440:**

**Ayes: Council Member Medina, Mayor Pro Tem Kaskanian, Council Members Tanaka and Henderson and Mayor Cerda**

**Noes: None**

**Absent: None**

**4. ADJOURNMENT**

At 2:18 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, March 24, 2020.

MINA SEMENZA  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

**MINUTES  
Special Meeting  
City of Gardena City Council  
Thursday, March 26, 2020**

In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

The Special meeting of the City Council of the City of Gardena, California, was called to order at 2:00 p.m. on Thursday, March 26, 2020, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda. Present via teleconference: Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; Chief Mike Saffell; and Deputy City Clerk Becky Romero. Other City officials and employees present via teleconference: Chief Financial Officer Ray Beeman; Transportation Director Ernie Crespo; and City Attorney Carmen Vasquez. City Clerk Mina Semenza and City Treasurer Ingrid Tsukiyama were not present.

At 2:07 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Present: Mayor Tasha Cerda. Present via teleconference: Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; and Chief Mike Saffell. Other City officials and employees present via teleconference: Chief Financial Officer Ray Beeman; Transportation Director Ernie Crespo; and City Attorney Carmen Vasquez.

**2. CLOSED SESSION**

**A. THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

Consultation with Gardena Director of Emergency Services and City Manager, Clint Osorio, Chief of Police, Michael Saffell and City Attorney, Carmen Vasquez

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

**(1) Agency Designated Representative:**

Clint Osorio, City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Matt Hassholdt, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

**Mayor Cerda reconvened the meeting to the Special Meeting at 3:05 p.m., and Deputy City Clerk Becky Romero noted the return of all Council Members who were present via teleconference at the meeting.**

2. CLOSED SESSION (Continued)

*When City Attorney Vasquez was asked if there were any reportable actions from the Closed Session, she stated that no reportable action had been taken.*

3. PUBLIC COMMENT

*When Mayor Tasha Cerda asked if there were any public comments, Deputy City Clerk Becky Romero stated that there were none.*

4. SPECIAL MEETING ITEMS

A. ELECTED & ADMINISTRATIVE OFFICES

- (1) URGENCY ORDINANCE NO. 1819, An Urgency Ordinance of the City Council of Gardena Relating to Temporary Moratorium on the Eviction of Residential or Commercial Tenants Unable to Pay Rent Because of COVID-19, Declaring the Ordinance to be an Emergency Measure to Take Effect Immediately Upon Adoption

URGENCY ORDINANCE NO. 1819

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RELATING TO A TEMPORARY MORATORIUM ON EVICTING TENANTS DUE TO CAUSES RELATED TO THE COVID-19 STATE OF EMERGENCY AND DECLARING THE ORDINANCE TO BE AN EMERGENCY MEASURE TO TAKE EFFECT IMMEDIATELY UPON ADOPTION

City Manager Osorio presented the Staff Report.

There was a discussion and the following questions were asked by Council: If the Ordinance does pass could we put this on our website and on all our social media platforms with all the parameters of what's required; if it does not pass, what would the consequences be, could we go after the state to collect our losses; what type of documentation is required for the landlord; what other cities in Area G have adopted this Ordinance; will it affect our property taxes; and how many days after the expiration date of the Governor's Orders will we have to repay outstanding rent. City Manager Osorio replied that we would get this information up on our website and on all of our social media platforms. City Attorney Vasquez explained that there is a possibility at the federal level that a 'takings claim' argument can be made by the landlords affected; she continued to say that the Governor has made the recommendation; the moment the State proposes the same moratorium, ours would no longer be in effect. City Manager Osorio explained that the type of documentation a landlord would require is a lay-off notice from an employer or a letter that states there has been a reduction in hours. City Attorney Vasquez continued to say that an email or any communication with landlord would be sufficient; she then mentioned a number of cities in Area G that have already passed a similar moratorium, they are: Inglewood, Hermosa Beach, Lomita, Redondo Beach, Torrance, City of Los Angeles and the County of Los Angeles. She then stated if we chose to do nothing, the law would stay as is; since the courts are closed, no evictions would take place; she also noted that neither the County nor State have stated any changes with regards to property taxes; she also confirmed that once the Governor's Orders have expired, tenants or business owners would have 120 after the term to catch up on paying the additional rent. City Manager Osorio then stated that when the Ordinance was drafted, we wanted to make sure we were fair to the landlords, as well as the tenants. When asked if he heard of anyone being evicted, he said he has not; we have had numerous phone calls and emails asking what the City's position would be and if they would be passing such an Ordinance.

**4. SPECIAL MEETING ITEMS (Continued)**

**A. ELECTED & ADMINISTRATIVE OFFICES (Continued)**

**(1) URGENCY ORDINANCE NO. 1819 (Continued)**

**It was moved by Council Member Tanaka, seconded by Council Member Medina, and carried by the following roll call vote to Approve Urgency Ordinance No. 1819:**

**Ayes: Council Members Tanaka, Medina and Henderson, Mayor Pro Tem Kaskanian, and Mayor Cerda**

**Noes: None**

**Absent: None**

**5. ADJOURNMENT**

At 3:27 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, April 14, 2020.

**MINA SEMENZA**  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

**APPROVED:**

\_\_\_\_\_  
Tasha Cerda, Mayor

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk



**MINUTES  
Special Closed Session Meeting  
City of Gardena City Council  
Thursday, April 2, 2020**

In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

The Special Closed Session meeting of the City Council of the City of Gardena, California, was called to order at 2:00 p.m. on Thursday, April 2, 2020, by in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Pro Tem Kaskanian presiding.

**1. ROLL CALL**

Present via teleconference: Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; Chief Mike Saffell; and Deputy City Clerk Becky Romero. Other City officials and employees present via teleconference: City Attorney Carmen Vasquez; and Transportation Director Ernie Crespo. City Clerk Mina Semenza and City Treasurer Ingrid Tsukiyama were not present. Mayor Cerda was running late but was on her way.

At 2:05 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Present via teleconference: Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Clint Osorio; and Chief Mike Saffell. Other City officials and employees present via teleconference: City Attorney Carmen Vasquez; and Transportation Director Ernie Crespo. Mayor Cerda arrived at 2:07p.m.

**2. PUBLIC COMMENT ON CLOSED SESSION**

*When Mayor Pro Tem Kaskanian asked if there were any public comments, Deputy City Clerk Becky Romero stated that there were none.*

**3. CLOSED SESSION**

**A. THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

Consultation with Gardena Director of Emergency Services and City Manager, Clint Osorio, Chief of Police, Michael Saffell and City Attorney, Carmen Vasquez.

**B. CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6

**(1) Agency Designated Representative:**

Clint Osorio, City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Matt Hassholdt, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

3. CLOSED SESSION (Continued)

C. CONFERENCE WITH LEGAL COUNSEL  
ANTICIPATED LITIGATION

Consideration of initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One matter

4. CLOSED SESSION REPORT

*When City Attorney Vasquez was asked if there were any reportable actions from the Closed Session, she stated that no reportable action had been taken.*

5. ADJOURNMENT

At 3:40 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, April 14, 2020.

MINA SEMENZA  
City Clerk of the City of Gardena  
and Ex-officio Clerk of the  
Council

APPROVED:

\_\_\_\_\_  
Tasha Cerda, Mayor  
Clerk

By \_\_\_\_\_  
Becky Romero, Deputy City

MEMORANDUM

TO: Honorable Mayor and City Council  
FROM: Treasurer's Department  
DATE: April 9, 2020  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

(a) March 24, 2020 TOTAL WARRANTS ISSUED: \$1,762,229.57

Wire Transfer: 11868-11869  
Prepay: 158152-158153  
Check Numbers: 158154-158350  
Checks Voided:

Total Pages of Register: 22

(b) April 14, 2020 TOTAL WARRANTS ISSUED: \$1,738,320.58

Wire Transfer: 11870-11872  
Prepay: 158351-158357  
Check Numbers: 158358-158705  
Checks Voided:

Total Pages of Register: 37

March 13, 2020 TOTAL PAYROLL ISSUED: \$2,007,669.90  
March 27, 2020 TOTAL PAYROLL ISSUED: \$1,655,941.72

for: maul la  
J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

vchlist  
03/20/2020 2:28:04PM

Voucher List  
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11868	3/5/2020	104058 ADMINISURE INC.	030520		WORKERS' COMP CLAIMS ADMINISTR	26,441.79
					Total :	26,441.79
11869	3/16/2020	104058 ADMINISURE INC.	031620		WORKERS' COMP CLAIMS ADMINISTR	32,648.33
					Total :	32,648.33
158152	3/11/2020	108370 COSTCO WHOLESALE	021920	034-00449	NCC REMODEL - REPLACEMENT CHAI	5,451.96
					Total :	5,451.96
158153	3/11/2020	110932 ALL-PRO PAINTING	030220	034-00450	NCC INTERIOR PAINTING OF AUDITOR	3,700.00
					Total :	3,700.00
158154	3/24/2020	106086 ABC COMPANIES	3047058		GTRANS PARTS SUPPLIES	139.59
			3047702		GTRANS PARTS SUPPLIES	418.77
			3048553		GTRANS PARTS SUPPLIES	7.46
			3053666		GTRANS PARTS SUPPLIES	104.36
			3058419		GTRANS PARTS SUPPLIES	143.81
					Total :	813.99
158155	3/24/2020	108766 ABRAMS, MAH & KAHN REPORTING, AND VID 14405			PROFESSIONAL SERVICES	850.27
					Total :	850.27
158156	3/24/2020	110161 ABRO, JENNIFER	030520		MGMT ANNUAL HEALTH BENEFIT	500.00
					Total :	500.00
158157	3/24/2020	108458 ADAMS, JAMIL	03/01-03/15/20		SPORTS SCOREKEEPER	26.00
					Total :	26.00
158158	3/24/2020	110544 ADAMS, JORDAN NICHOLAS	03/01-03/15/20		SPORTS SCOREKEEPER	104.00
					Total :	104.00
158159	3/24/2020	104058 ADMINISURE INC.	13133	023-01225	ADMINISURE CLAIMS ADMINISTRATION	11,340.00
					Total :	11,340.00
158160	3/24/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	APRIL 2020		HEALTH, DENTAL & LIFE INSURANCE	104,488.82
					Total :	104,488.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158161	3/24/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	81953008		GTRANS AUTO PARTS	356.95
			82028289		GTRANS AUTO PARTS	92.51
			82028291		GTRANS AUTO PARTS	51.47
			82028292		GTRANS AUTO PARTS	279.47
			82034866		GTRANS AUTO PARTS	2,136.55
			82034867		GTRANS AUTO PARTS	30.84
			82034893		GTRANS AUTO PARTS	61.67
			82038558		GTRANS AUTO PARTS	218.32
			82040017	037-09848	GTRANS AUTO PARTS	1,203.04
			82041570		GTRANS AUTO PARTS	9.35
			82041664		GTRANS AUTO PARTS	1,285.55
			82041714	037-09848	GTRANS AUTO PARTS	106.76
					Total :	5,832.48
158162	3/24/2020	100925 AMERICAN MOVING PARTS	01A106766		GTRANS AUTO PARTS	338.68
					Total :	338.68
158163	3/24/2020	102526 ANTHONY'S READY-MIX	1-1032849		PW STREET MAINT SUPPLIES	1,116.51
			1-1032958		PW STREET MAINT SUPPLIES	1,368.46
			1-1032963		PW STREET MAINT SUPPLIES	865.12
					Total :	3,350.09
158164	3/24/2020	101628 AQUA-FLO SUPPLY	1495989		PARK MAINT SUPPLIES	88.94
					Total :	88.94
158165	3/24/2020	110787 ARGUETA, MARILYN	6		INTERN SERVICES - MARCH 2020	100.00
					Total :	100.00
158166	3/24/2020	104687 AT&T	14377482		TELEPHONE~	389.30
			14400854		TELEPHONE~	261.90
					Total :	651.20
158167	3/24/2020	616090 AT&T	3103232408 03/01/20		TELEPHONE	981.24
					Total :	981.24
158168	3/24/2020	100474 AT&T LONG DISTANCE	342535		LEA TRACKING	775.00
					Total :	775.00

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158169	3/24/2020	100964 AT&T MOBILITY	287275680401X3012020		PD CELL PHONE ACCT #287275680401	180.76
			287275681023X3012020		PD CELL PHONE ACCT #287275681023	1,070.48
			287290395417X3102020		PD CELL PHONE ACCT #287290395417	446.38
			287290885074X121019		CITY WIDE CELL PHONE ACCT #287290	1,642.01
			287290885074X2102020		CITY WIDE CELL PHONE ACCT #287290	1,708.55
			287293416290X1112019		PD CELL PHONE ACCT #287293416290	2,939.88
			287293420631X3102020		PD CELL PHONE ACCT #287293420631	163.00
					<b>Total :</b>	<b>8,151.06</b>
158170	3/24/2020	106226 ATLAS RADIATOR, INC.	61731		GTRANS PARTS SUPPLIES	2,075.03
					<b>Total :</b>	<b>2,075.03</b>
158171	3/24/2020	102880 AUTOPLEX, INC.	11272		PD AUTO PARTS	167.48
			11482		PD AUTO PARTS	181.72
					<b>Total :</b>	<b>349.20</b>
158172	3/24/2020	201426 AYERS, GINA V.	03/15-03/19		PARTNERING FOR YOUR DEPARTMEN	150.00
					<b>Total :</b>	<b>150.00</b>
158173	3/24/2020	110686 AZTECH ELEVATOR COMPANY	AZ16547	024-00614	ANNUAL ELEVATOR MAINTENANCE	285.00
			AZ16548	024-00614	ANNUAL ELEVATOR MAINTENANCE	285.00
			AZ16549	024-00614	ANNUAL ELEVATOR MAINTENANCE	100.00
			AZ16550	024-00614	ANNUAL ELEVATOR MAINTENANCE	100.00
			AZ16551	024-00614	ANNUAL ELEVATOR MAINTENANCE	285.00
			AZ16552	024-00614	ANNUAL ELEVATOR MAINTENANCE	83.33
					<b>Total :</b>	<b>1,138.33</b>
158174	3/24/2020	110190 BASNET FAMILY CHILD CARE	FEBRUARY 2020		CHILD CARE PROVIDER	3,760.00
					<b>Total :</b>	<b>3,760.00</b>
158175	3/24/2020	103641 BECNEL UNIFORMS	29096		BUS UNIFORM SUPPLIES	1,207.91
			29097		BUS UNIFORM SUPPLIES	181.77
			29098		BUS UNIFORM SUPPLIES	315.59
			29099		BUS UNIFORM SUPPLIES	324.68
					<b>Total :</b>	<b>2,029.95</b>
158176	3/24/2020	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	847952		HONEY BEE NEST REMOVAL - 13717 D.	95.00

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158176	3/24/2020	104302	104302 BEE N' WASP NEST REMOVAL, SERVICE (Continued)		Total :	95.00
158177	3/24/2020	108715 BOBBS, CINDY	FEBRUARY 2020		CHILD CARE PROVIDER	1,997.00
					Total :	1,997.00
158178	3/24/2020	110938 BRANDON'S FAMILY CHILDCARE	FEBRUARY 2020		CHILD CARE PROVIDER	819.00
					Total :	819.00
158179	3/24/2020	303331 CALIFORNIA DEPARTMENT OF TAX, AND FEE 2019			USE TAX RETURN	1,374.48
					Total :	1,374.48
158180	3/24/2020	110313 CALTIP	94-2020-FEB	037-09927	INSURANCE CLAIMS DEDUCTIBLE - FE	2,207.47
			94-2020-JAN	037-09927	INSURANCE CLAIMS DEDUCTIBLE - JA	1,637.31
					Total :	3,844.78
158181	3/24/2020	103489 CF UNITED LLC	144-H 020120-022920		CAR WASH- FEBRUARY 2020	180.00
					Total :	180.00
158182	3/24/2020	110605 CHANDLER ASSET MANAGEMENT	2002GARDENA	013-00027	INVESTMENT SERVICES - FEBRUARY :	1,343.59
					Total :	1,343.59
158183	3/24/2020	108378 CHARLES E. THOMAS COMPANY INC.	56832	037-09850	DESIGNATED OPERATOR SERVICE	200.00
					Total :	200.00
158184	3/24/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	FEBRUARY 2020		CHILD CARE PROVIDER	2,081.00
					Total :	2,081.00
158185	3/24/2020	110950 CITIZENS BUSINESS BANK ESCROW, #2612	1R1		RETENTION - JN 920 ~	33,353.89
					Total :	33,353.89
158186	3/24/2020	103465 COMMUNITY VETERINARY HOSPITAL	400908		VETERINARY SERVICES - RENO ~	965.75
					Total :	965.75
158187	3/24/2020	103125 COMPLETE COACH WORKS	66091		SALES TAX ADJUSTMENT	-2,471.40
				S		
			78828	037-09923	GTRANS AUTO PARTS	2,901.76
			78877		GTRANS AUTO PARTS	394.74
			RETENTION		RETENTION PAYMENT - BUS #768, #731	239,925.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158187	3/24/2020	103125 103125 COMPLETE COACH WORKS	(Continued)		Total :	240,750.71
158188	3/24/2020	109913 COSTAR REALTY INFORMATION INC.	110837388-1		COSTAR SUITE - MARCH 2020	995.94
					Total :	995.94
158189	3/24/2020	103512 CRENSHAW LUMBER CO.	63611		STREET MAINT SUPPLIES	28.66
					Total :	28.66
158190	3/24/2020	103353 CRM COMPANY, LLC.	LA15032		SCRAP TIRE DISPOSAL FEE	29.50
					Total :	29.50
158191	3/24/2020	303459 DEPARTMENT OF JUSTICE	436803		FINGERPRINT APPS - FEBRUARY 2020	1,312.00
					Total :	1,312.00
158192	3/24/2020	312117 DEPARTMENT OF WATER & POWER	030320		LIGHT & POWER	65.96
					Total :	65.96
158193	3/24/2020	104151 DFM ASSOCIATES	45254		2020 CALIFORNIA ELECTIONS CODE B	56.84
					Total :	56.84
158194	3/24/2020	103241 DP STAR AUTOMOTIVE, INC.	49530 49541		SMOG INSPECTIONS - 2012 FORD F350 SMOG INSPECTIONS - 2009 FORD F550	40.00 40.00
					Total :	80.00
158195	3/24/2020	107690 ENLIGHTENMENT CHILD DEVELOPMENT CEI	FEBRUARY 2020		CHILD CARE PROVIDER	4,352.00
					Total :	4,352.00
158196	3/24/2020	103795 ESCALANTE FAMILY CHILD CARE	FEBRUARY 2020		CHILD CARE PROVIDER	5,265.00
					Total :	5,265.00
158197	3/24/2020	107510 ESCALANTE, WENDY E.	FEBRUARY 2020		CHILD CARE PROVIDER	6,876.00
					Total :	6,876.00
158198	3/24/2020	109426 ESPINOSA, VANESSA	02/17-02/28/20		PROFESSIONAL SERVICES - CASE WC	840.00
					Total :	840.00
158199	3/24/2020	108574 EVANBROOKSASSOCIATES, INC.	20002-9	037-09845	NTD PASSENGER MILES DATA COLLEC	4,632.73
					Total :	4,632.73



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158200	3/24/2020	110628 EVERBRIDGE, INC.	M47044	023-01265	MULTI-JURISDICTIONAL NOTIFICATION	21,662.01
					Total :	21,662.01
158201	3/24/2020	105367 FACILITIES PROTECTION SYSTEMS	62741	037-09920	PREVENTATIVE MAINTENANCE SERVI	2,280.00
					Total :	2,280.00
158202	3/24/2020	105539 FACTORY MOTOR PARTS CO.	109-521256		PW AUTO PARTS	28.06
			109-525220		SEWER AUTO PARTS	380.41
			167-020653		PW AUTO PARTS	263.50
					Total :	671.97
158203	3/24/2020	106129 FEDEX	6-928-62928		SHIPPING SERVICES	30.58
			6-935-48911		SHIPPING SERVICES	27.35
			6-942-93088		SHIPPING SERVICES	72.14
			6-949-88026		SHIPPING SERVICES	23.50
					Total :	153.57
158204	3/24/2020	109315 FLEETCREW	37182		UNIT #44 SMOG INSPECTION TESTING	225.00
					Total :	225.00
158205	3/24/2020	106545 FLEETPRIDE	45786953		PW AUTO PARTS	144.28
					Total :	144.28
158206	3/24/2020	107002 FLETCHER, JOSEPH	022620		MEDICAL REIMBURSEMENT	679.41
					Total :	679.41
158207	3/24/2020	106334 FLORENCE FILTER CORPORATION	0114050		GTRANS AUTO PARTS	1,048.23
					Total :	1,048.23
158208	3/24/2020	110683 FOBBS-HOLMAN, FAITH	FEBRUARY 2020		CHILD CARE PROVIDER	2,637.00
					Total :	2,637.00
158209	3/24/2020	303351 FRANCHISE TAX BOARD	592 2020		RESIDENT/NON-RESIDENT WITHHOLD	315.00
					Total :	315.00
158210	3/24/2020	109163 FUEL SOLUTIONS, INC.	20-1750	037-09851	DESIGN CONSULTING SERVICES - CN	31,654.80
					Total :	31,654.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158211	3/24/2020	107724 GARCIA, CLAUDIA CRISTINA	FEBRUARY 2020		CHILD CARE PROVIDER	9,128.00
Total :						9,128.00
158212	3/24/2020	207133 GARCIA, NANCY C.	FEBRUARY 2020		CHILD CARE PROVIDER	5,850.00
Total :						5,850.00
158213	3/24/2020	107008 GARDENA A/C & RADIATOR	50898		2014 FORD F350 #1403550 - A/C EVACL	394.48
Total :						394.48
158214	3/24/2020	107030 GARDENA AUTO PARTS	110667		PW AUTO PARTS	22.62
			111022		PW AUTO PARTS	26.48
			111065		PW AUTO PARTS	98.83
			111372		SEWER PROGRAM SUPPLIES	60.89
			111375		PW AUTO PARTS	61.41
			111405		SEWER PROGRAM SUPPLIES	9.45
Total :						279.68
158215	3/24/2020	107005 GARDENA GLASS, INC.	62239		BLDG MAINTENANCE - 11"X14" SS GLA	5.48
Total :						5.48
158216	3/24/2020	619005 GAS COMPANY, THE	030320		GAS	3,526.56
Total :						3,526.56
158217	3/24/2020	106470 GILLIG LLC	40672624		GTRANS AUTO PARTS	1,984.80
			40674175		GTRANS AUTO PARTS	367.92
			40677574		GTRANS AUTO PARTS	1,313.87
Total :						3,666.59
158218	3/24/2020	619004 GOLDEN STATE WATER CO.	030520		WATER	5,160.09
Total :						5,160.09
158219	3/24/2020	207435 GONSALVES, RODNEY	022820		PURCHASE REIMBURSEMENT~	93.85
Total :						93.85
158220	3/24/2020	110435 GUERRERO, ANGELICA	FEBRUARY 2020		CHILD CARE PROVIDER	6,293.00
Total :						6,293.00
158221	3/24/2020	208478 HEITMEYER, JAMES	022520		MEDICAL REIMBURSEMENT	2,700.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158221	3/24/2020	208478 208478 HEITMEYER, JAMES	(Continued)		Total :	2,700.00
158222	3/24/2020	108607 HENDERSON-BATISTE, TANEKA	FEBRUARY 2020		CHILD CARE PROVIDER	3,384.00
					Total :	3,384.00
158223	3/24/2020	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	0033192	023-01249	SALES TAX - REPORTING & AUDITING :	2,921.24
					Total :	2,921.24
158224	3/24/2020	110987 HOLLAND & KNIGHT LLP	5988515		PROFESSIONAL SERVICES	5,000.00
					Total :	5,000.00
158225	3/24/2020	108434 HOME DEPOT CREDIT SERVICES	3047895		BLDG MAINT SUPPLIES	29.51
			5046162		BLDG MAINT SUPPLIES	147.89
			5057010		PARK MAINT SUPPLIES	308.89
			6353126		PARK MAINT SUPPLIES	27.34
			6532564		SIGNS/SIGNALS SUPPLIES	9.61
			7511746		SIGNS/SIGNALS SUPPLIES	40.74
			8521279		SIGNS/SIGNALS SUPPLIES	144.03
			9115827		GTRANS MAINT SUPPLIES	162.66
					Total :	870.67
158226	3/24/2020	100275 HONEYWELL	5251045448	024-00574	HVAC SYSTEM MAINTENANCE - APR-JI	25,777.53
					Total :	25,777.53
158227	3/24/2020	104144 HOOKER, JASON	WINTER 2019		EDUCATIONAL REIMBURSEMENT	621.00
					Total :	621.00
158228	3/24/2020	110367 HUMANSAVE	003		GDAAP EDUCATIONAL WORKSHOP	300.00
					Total :	300.00
158229	3/24/2020	110986 INTEGRA REALTY RESOURCES, LOS ANGELE	121-19-0294-0220		APPRAISAL SERVICES - 16004 & 16010	5,500.00
					Total :	5,500.00
158230	3/24/2020	110222 INTERAMERICAN MOTOR, LLC	110-234969		GTRANS AUTO PARTS	174.87
			110-241299		GTRANS AUTO PARTS	12.49
			110-241473		GTRANS AUTO PARTS	12.49
					Total :	199.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158231	3/24/2020	109831 INTOXIMETERS, INC.	651568		PD SUPPLIES	219.89
					Total :	219.89
158232	3/24/2020	103064 ITERIS, INC.	113999	024-00631	TRAFFIC SIGNAL RECONST- VERMON	3,479.93
					Total :	3,479.93
158233	3/24/2020	110733 J & S PROPERTY MANAGEMENT AND, MAINT	4623	037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.00
					Total :	1,295.00
158234	3/24/2020	110982 JACKSON-JONES, SHANNON	CIT #144134263		REFUND - CITATION OVERPAYMENT	103.00
					Total :	103.00
158235	3/24/2020	108555 JALISCO TIRE & AUTO REPAIR	030420		FLAT TIRE REPAIR	10.00
			03042020		FLAT REPAIR	10.00
			030520		FLAT REPAIR	10.00
					Total :	30.00
158236	3/24/2020	210001 JAMISON, JACQUELYN	DEDUCTION 1/2		PURCHASE OF SUPPLIES/EQUIPMENT	-1,800.00
			FEBRUARY 2020		CHILD CARE PROVIDER	2,340.00
					Total :	540.00
158237	3/24/2020	110785 JEAN-BAPTISTE, ARLENE	6		INTERN SERVICES - MARCH 2020	100.00
					Total :	100.00
158238	3/24/2020	105226 JEKAL FAMILY CHILD CARE	FEBRUARY 2020		CHILD CARE PROVIDER	6,102.00
					Total :	6,102.00
158239	3/24/2020	110853 JONES & MAYER	96546		ATTORNEY SERVICES	15.24
			96547		ATTORNEY SERVICES	529.00
			96548		ATTORNEY SERVICES	328.00
			96549		ATTORNEY SERVICES	625.00
			96550		ATTORNEY SERVICES	350.00
			96551		ATTORNEY SERVICES	738.00
			96552		ATTORNEY SERVICES	50.00
			96553		ATTORNEY SERVICES	307.50
			96554		ATTORNEY SERVICES	4,079.50
			96556		ATTORNEY SERVICES	328.00
			96557		ATTORNEY SERVICES	50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158239	3/24/2020	110853 JONES & MAYER	(Continued) 96558	023-01257	ATTORNEY SERVICES	9,809.40
Total :						17,209.64
158240	3/24/2020	109701 JONES, KEISHAUN	03/01-03/15/20		SPORTS SCOREKEEPER	104.00
Total :						104.00
158241	3/24/2020	110456 KHAIRZADA FAMILY CHILD CARE	FEBRUARY 2020		CHILD CARE PROVIDER	4,120.00
Total :						4,120.00
158242	3/24/2020	111517 KIRK'S AUTOMOTIVE INC.	1036543 1036590 1036692 1036875		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	343.44 38.16 54.00 206.60
Total :						642.20
158243	3/24/2020	111045 KJ SERVICES	1807 1808		BOTTLE & CAN RECYCLING PROGRAM USED OIL PROGRAM EXPENSE - FEBR	1,020.00 297.50
Total :						1,317.50
158244	3/24/2020	110677 KOFF & ASSOCIATES, INC	6019	023-01218	PROFESSIONAL SERVICES - JOB CLAS	10,008.00
Total :						10,008.00
158245	3/24/2020	104203 L.A. PAINT & BODY WORKS	17413		BUS REPAIR FOR BUS #779	2,084.14
Total :						2,084.14
158246	3/24/2020	112015 LACERDA, DALVANICE	FEBRUARY 2020		CHILD CARE PROVIDER	8,249.00
Total :						8,249.00
158247	3/24/2020	110880 LAN WAN ENTERPRISES	65553	023-01253	IT SUPPORT & ASSESSEMENT	5,667.20
Total :						5,667.20
158248	3/24/2020	110777 LEARN N PLAY FAMILY DAYCARE	FEBRUARY 2020		CHILD CARE PROVIDER	3,540.00
Total :						3,540.00
158249	3/24/2020	104782 LEW EDWARDS GROUP, THE	013	023-01226	CONSULTING SERVICES - COMMUNITY	5,750.00
Total :						5,750.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158250	3/24/2020	102233 LITTLE PEOPLE DAY CARE	FEBRUARY 2020		CHILD CARE PROVIDER	4,660.00
Total :						4,660.00
158251	3/24/2020	112522 LOS SERRANOS GOLF & COUNTRY, CLUB	022720		GRAGA TOURNAMENT 09/12/20, DEPO:	207.00
Total :						207.00
158252	3/24/2020	112615 LU'S LIGHTHOUSE, INC.	01163939		GTRANS SHOP SUPPLIES	274.41
Total :						274.41
158253	3/24/2020	110204 MA-5	1018	035-00939	INVESTIGATION SERVICES - FEBRUAR	6,277.50
Total :						6,277.50
158254	3/24/2020	105082 MAJESTIC LIGHTING, INC.	ML76428		SIGNS/SIGNALS SUPPLIES	123.24
			ML76472		SIGNS/SIGNALS SUPPLIES	344.93
			ML76479		SIGNS/SIGNALS SUPPLIES	13.44
			ML76487		SIGNS/SIGNALS SUPPLIES	577.28
			ML76521		SIGNS/SIGNALS SUPPLIES	32.85
			ML76545		BLDG MAINT SUPPLIES	300.85
			ML76558		BLDG MAINT SUPPLIES	783.80
			ML76572		BLDG MAINT SUPPLIES	262.76
			ML76598		BLDG MAINT SUPPLIES	115.61
			ML76617		PARK MAINT SUPPLIES	240.83
			ML76620		BLDG MAINT SUPPLIES	1,115.72
Total :						3,911.31
158255	3/24/2020	107951 MARK HANDLER & ASSOCIATES	FEBRUARY 2020	032-00045	BUIDLING INSPECTION SERVICES	11,245.00
Total :						11,245.00
158256	3/24/2020	109292 MARTIN AUTO COLOR, INC.	2648859		GTRANS PARTS SUPPLIES	108.96
Total :						108.96
158257	3/24/2020	107644 MARTINEZ, CHERYL NAOMI	FEBRUARY 2020		CHILD CARE PROVIDER	6,016.00
Total :						6,016.00
158258	3/24/2020	104773 MARTINEZ, KAMBY	FEBRUARY 2020		CHILD CARE PROVIDER	6,576.00
Total :						6,576.00
158259	3/24/2020	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30163		FIRE EXTINGUISHER SERVICE- HUMA	64.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158259	3/24/2020	113046	113046 MARX BROS. FIRE EXTINGUISHER, CO., (Continued)		Total :	64.79
158260	3/24/2020	104106 MCCAIN	INV0247240	024-00622	SIGNS/SIGNALS SUPPLIES	13,009.27
					Total :	13,009.27
158261	3/24/2020	113064 MCMASTER-CARR SUPPLY COMPANY	32655864		GTRANS SHOP SUPPLIES	-53.92
			35217598		GTRANS SHOP SUPPLIES	62.23
			35678827		GTRANS SHOP SUPPLIES	196.80
			35741421		GTRANS SHOP SUPPLIES	481.15
			36132049		GTRANS SHOP SUPPLIES	149.86
			36435565		GTRANS SHOP SUPPLIES	86.97
					Total :	923.09
158262	3/24/2020	110784 MD AUTOBODY	1085		GTRANS BUS REPAIRS	450.00
					Total :	450.00
158263	3/24/2020	110788 MERIDA, GABRIELA	6		INTERN SERVICES - MARCH 2020	100.00
					Total :	100.00
158264	3/24/2020	108699 MEZIERE ENTERPRISES INC.	64843		ELECTRIC WATER PUMP	760.30
					Total :	760.30
158265	3/24/2020	110206 MICHELIN NORTH AMERICA, INC.	DA0042559443	037-09862	GTRANS' BUS TIRE LEASE SERVICES (	5,923.86
					Total :	5,923.86
158266	3/24/2020	105877 MILLET SOFTWARE	520021634		DATALINK VIEWER ANNUAL SUPPORT	20.00
					Total :	20.00
158267	3/24/2020	103093 MOBILE RELAY ASSOCIATES, INC.	80013390	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80013487	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	271.53
					Total :	11,331.02
158268	3/24/2020	107505 MOUSER ELECTRONICS, INC.	55809706		GTRANS AUTO SUPPLIES	536.86
					Total :	536.86
158269	3/24/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	451109		PROPANE GAS	147.83
					Total :	147.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158270	3/24/2020	105622 N/S CORPORATION	0098791	037-09871	GTRANS BUS WASH EQUIPMENT MAIN	385.00
			0098841	037-09912	SERVICE CALL -BUS WASH REPAIR	6,393.17
					<b>Total :</b>	<b>6,778.17</b>
158271	3/24/2020	115168 OFFICE DEPOT	439355265		PD OFFICE SUPPLIES	-56.92
			440899743		BUS OFFICE SUPPLIES	186.37
			441592888		HR OFFICE SUPPLIES	76.64
			442086612		FINANCE OFFICE SUPPLIES	82.94
			442106243		BUS OFFICE SUPPLIES	54.18
			442106413		BUS OFFICE SUPPLIES	22.32
			445951470		BUS OFFICE SUPPLIES	-11.49
			446361369		PD OFFICE SUPPLIES	141.64
			446828418		PD OFFICE SUPPLIES	56.80
			447296782		PD OFFICE SUPPLIES	175.54
			448186946		CM OFFICE SUPPLIES	61.81
			449631030		CT OFFICE SUPPLIES	100.50
			449806361		FCC OFFICE SUPPLIES	55.65
			451388833		PD OFFICE SUPPLIES	10.31
			452314989		CD OFFICE SUPPLIES	287.12
					<b>Total :</b>	<b>1,243.41</b>
158272	3/24/2020	111358 O'REILLY AUTO PARTS	382785		GTRANS AUTO PARTS	38.31
			383090		PW AUTO PARTS	26.44
			384170		GTRANS AUTO PARTS	92.97
			384201		PW AUTO PARTS	17.33
			384210		GTRANS AUTO PARTS	-38.31
			384457		GTRANS AUTO PARTS	68.77
			384458		GTRANS AUTO PARTS	32.84
			384537		GTRANS AUTO PARTS	27.53
			384556		GTRANS AUTO PARTS	36.12
			386403		PW AUTO PARTS	23.41
			386426		GTRANS AUTO PARTS	16.20
			386427		GTRANS AUTO PARTS	140.30
			387005		GTRANS AUTO PARTS	28.45
			387926		PW AUTO PARTS	20.63
			389190		GTRANS AUTO PARTS	83.90
			SEPT/DEC-JAN 2020		EB CREDIT	-55.60



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158272	3/24/2020	111358 111358 O'REILLY AUTO PARTS	(Continued)		Total :	559.29
158273	3/24/2020	115810 ORKIN PEST CONTROL	195276105		PEST CONTROL - ACCT #27336703	230.90
			195276111		PEST CONTROL - ACCT #27336703	230.90
			195276114		PEST CONTROL - ACCT #27336703	230.90
					Total :	692.70
158274	3/24/2020	109890 OWUSU FAMILY CHILD CARE	FEBRUARY 2020		CHILD CARE PROVIDER	7,524.00
					Total :	7,524.00
158275	3/24/2020	103673 PACIFIC PRODUCTS & SERVICE, LLC	26352		SIGNS/SIGNALS SUPPLIES	795.24
					Total :	795.24
158276	3/24/2020	110981 PANIAGUA SILVA, NELTHZY	CIT #244125614		REFUND - CITATION OVERPAYMENT	322.00
					Total :	322.00
158277	3/24/2020	119271 PENSKE CHEVROLET	246817		PW AUTO PARTS	269.48
					Total :	269.48
158278	3/24/2020	105574 PINNACLE PETROLEUM, INC.	0215712	037-09928	87 OCTANE REGULAR UNLEADED CAF	21,174.68
			0215713	037-09928	87 OCTANE REGULAR UNLEADED CAF	21,157.71
			0215796	024-00589	87 OCTANE REGULAR UNLEADED CAF	16,409.06
			0215797		ULTRA LOW SULFUR CARB RENEWABI	2,162.35
					Total :	60,903.80
158279	3/24/2020	110970 PONDS, GITANO	03/01-03/15/20		SPORTS SCOREKEEPER	104.00
					Total :	104.00
158280	3/24/2020	102677 PROVIDENCE HEALTH & SERVICES	10/02-10/13/19		SART EXAMS	1,600.00
			1010125 07/16/19		SART EXAM	730.00
			1010125 08/16/19		SART EXAM	800.00
					Total :	3,130.00
158281	3/24/2020	106092 PRUDENTIAL OVERALL SUPPLY	1158989	024-00592	CUSTODIAL SUPPLIES	906.13
			41029581	024-00592	CUSTODIAL SUPPLIES	4,058.87
			42494143		UNIFORM & SUPPLY RENTAL	114.64
			42496200	024-00592	CUSTODIAL SUPPLIES	441.57
			42496203		UNIFORM & SUPPLY RENTAL	240.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158281	3/24/2020	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42496204		UNIFORM & SUPPLY RENTAL	113.10
			42496205		UNIFORM & SUPPLY RENTAL	96.23
			42496206		SUPPLY RENTAL - MATS - PD	91.60
			42496207		SUPPLY RENTAL - MATS - NCC	13.65
			42496208		SUPPLY RENTAL - MATS - CH	19.00
			42496209		SUPPLY RENTAL - MATS - HS	11.60
			42498326	024-00592	CUSTODIAL SUPPLIES	152.25
			42498330		UNIFORM & SUPPLY RENTAL	243.75
			42498331		UNIFORM & SUPPLY RENTAL	113.10
			42498332		UNIFORM & SUPPLY RENTAL	96.23
			42498333		SUPPLY RENTAL - MATS - GTRANS	50.10
					<b>Total :</b>	<b>6,762.17</b>
158282	3/24/2020	104868 PYRO-COMM SYSTEMS, INC.	147392		FIRE ALARM SUPPLIES	1,250.00
					<b>Total :</b>	<b>1,250.00</b>
158283	3/24/2020	110542 RAMIREZ, ISAAC	03/01-03/15/20		SPORTS SCOREKEEPER	156.00
					<b>Total :</b>	<b>156.00</b>
158284	3/24/2020	103055 RAYCOM	101005966-1		SERVICE CALL - INSTALLED RECORDII	112.50
					<b>Total :</b>	<b>112.50</b>
158285	3/24/2020	103072 REACH	032056		EAP SERVICES/REACHLINE NEWSLET	902.00
					<b>Total :</b>	<b>902.00</b>
158286	3/24/2020	109868 READ, SARAH	022720		MEDICAL REIMBURSEMENT	2,700.00
					<b>Total :</b>	<b>2,700.00</b>
158287	3/24/2020	108886 REDMON GROUP INC.	RG2019401	037-09896	GTRANS WEBSITE SUPPORT	2,187.50
					<b>Total :</b>	<b>2,187.50</b>
158288	3/24/2020	105768 REPAIR MACHINE & ENG., INC.	218293		REPAIR ALUMINUM TANK	180.00
					<b>Total :</b>	<b>180.00</b>
158289	3/24/2020	118476 RICOH USA, INC.	9028143016		RICOH MPC3503 COPIER LEASE- CHIE	139.50
			9028143019		RICOH MPC3503 COPIER LEASE - BUS	181.19
			9028143166		RICOH MPC3503 COPIER LEASE - HS~	126.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158289	3/24/2020	118476 RICOH USA, INC.	(Continued)			
			9028143251		RICOH DD6650P COPIER LEASE - PRIM	552.46
			9028143276		RICOH MPC3503 COPIER LEASE - REC	186.49
			9028143458		RICOH MPC3503 COPIER LEASE - ADM	151.91
			9028143735		RICOH COPIER LEASE & USAGE CHAR	2,696.53
			9028143746		RICOH MPC6502SP COPIER LEASE - P	304.27
			9028143909		RICOH MPC3503 COPIER LEASE - PW	164.02
			9028143912		RICOH MPC3503 COPIER LEASE - SR. I	151.23
			9028143914		RICOH MPC3503 COPIER LEASE & US/	282.11
			9028144008		RICOH MPC6003 COPIER LEASE - PD E	207.68
					<b>Total :</b>	<b>5,144.01</b>
158290	3/24/2020	110984 RIPPIE, DEVON'DRE M	03/01-03/15/20		SPORTS SCOREKEEPER	65.00
					<b>Total :</b>	<b>65.00</b>
158291	3/24/2020	110978 ROYAL, IZUMI	ID #86366		REFUND - CASINO PERMIT VALID	125.00
					<b>Total :</b>	<b>125.00</b>
158292	3/24/2020	110952 ROYSTON, ALEXANDER	03/01-03/15/20		SPORTS OFFICIAL	200.00
					<b>Total :</b>	<b>200.00</b>
158293	3/24/2020	119126 S.B.R.P.C.A.	03808		PD AUTO PARTS	57.33
			03810		PD AUTO PARTS	155.43
			03813		PD AUTO PARTS	310.88
			03817		PD AUTO PARTS	1,290.82
			03820		PD AUTO PARTS	1,424.22
			03826		PD AUTO PARTS	1,131.50
			03827		PD AUTO PARTS	631.21
			03831		PD AUTO PARTS	1,131.50
			03833	039-00058	FY 19-20 4TH QUARTER ASSESSMENT	414,471.65
					<b>Total :</b>	<b>420,604.54</b>
158294	3/24/2020	119015 SAFETY-KLEEN CORPORATION	82078163		AQUEOUS PARTS WASHER SUPPLIES	367.92
					<b>Total :</b>	<b>367.92</b>
158295	3/24/2020	219364 SAFFELL, MICHAEL	03/31-04/06		LACPCA 2020 SPRING CONFERENCE	225.00
					<b>Total :</b>	<b>225.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158296	3/24/2020	105934 SANTIN, STEPHANY	030420		MGMT ANNUAL HEALTH BENEFIT	765.41
					<b>Total :</b>	<b>765.41</b>
158297	3/24/2020	119045 SAXE-CLIFFORD, PH.D., SUSAN	20-0304-3		PSYCHOLOGICAL EVALUATIONS~	450.00
					<b>Total :</b>	<b>450.00</b>
158298	3/24/2020	108654 SECTRAN SECURITY INC.	20011660		CURRENCY VERIFICATION - JANUARY	2,401.14
			20020658		ARMORED TRANSPORTATION SERVICE	760.18
			20030654		ARMORED TRANSPORTATION SERVICE	760.18
					<b>Total :</b>	<b>3,921.50</b>
158299	3/24/2020	108440 SHAMBURGER, JR, JAMES	03/01-03/15/20		SPORTS OFFICIAL	125.00
					<b>Total :</b>	<b>125.00</b>
158300	3/24/2020	107006 SHAMROCK COMPANIES	2377538		EQUIPMENT MAINT SUPPLIES	53.88
					<b>Total :</b>	<b>53.88</b>
158301	3/24/2020	106050 SHEHATA, AMY	FEBRUARY 2020		CHILD CARE PROVIDER	8,170.00
					<b>Total :</b>	<b>8,170.00</b>
158302	3/24/2020	110980 SHEMESH, MORDECHAI	CIT #144134498		REFUND - CITATION DISMISSED	47.00
					<b>Total :</b>	<b>47.00</b>
158303	3/24/2020	110752 SHERMAN, TIAH	03/01-03/15/20		SPORTS SCOREKEEPER	143.00
					<b>Total :</b>	<b>143.00</b>
158304	3/24/2020	119233 SHERWIN-WILLIAMS CO.	0169-2		STREET MAINT SUPPLIES	194.30
					<b>Total :</b>	<b>194.30</b>
158305	3/24/2020	109918 SHIGE'S FOREIGN CAR SERVICE	78693		2014 FORD INTRCPTR #1442350 OIL &	287.45
			78718		2014 FORD INTRCPTR #1442248 SERVI	403.59
			78730		2017 FORD INTRCPTR #1368929 BRAKI	230.84
			78746		2014 FORD INTRCPTR #1442249 SERVI	310.89
					<b>Total :</b>	<b>1,232.77</b>
158306	3/24/2020	119248 SIDEBOTHAM, RICHARD	09012		MONTHLY SERVICE - COUNTING MACH	500.00
			09016		COUNTING MACHINE MAINT PARTS	174.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158306	3/24/2020	119248 119248 SIDEBOTHAM, RICHARD	(Continued)		Total :	674.68
158307	3/24/2020	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	FEBRUARY 2020		CHILD CARE PROVIDER	4,888.00
					Total :	4,888.00
158308	3/24/2020	110786 SIMMONS, GABRIELLE	6		INTERN SERVICES - MARCH 2020	100.00
					Total :	100.00
158309	3/24/2020	110951 SIMS, RYAN	03/01-03/15/20		SPORTS OFFICIAL	175.00
					Total :	175.00
158310	3/24/2020	109518 SINGLETON, BRANDON	03/01-03/15/20		SPORTS OFFICIAL	50.00
					Total :	50.00
158311	3/24/2020	109531 SMILLIN, MAGE	FEBRUARY 2020		CHILD CARE PROVIDER	8,272.00
					Total :	8,272.00
158312	3/24/2020	107761 SOCAL STORMWATER RUNOFF, SOLUTION S 4029		037-09926	FACILITY STORMWATER COMPLIANCE	5,145.00
					Total :	5,145.00
158313	3/24/2020	619003 SOUTHERN CALIFORNIA EDISON	030320		LIGHT & POWER	26,079.80
					Total :	26,079.80
158314	3/24/2020	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	116601		DELO GEAR EP5 80W90	1,945.76
					Total :	1,945.76
158315	3/24/2020	119594 STANLEY PEST CONTROL	COG 0220 COG 0220-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE - 2320 W 146	654.00 117.00
					Total :	771.00
158316	3/24/2020	109892 STANTEC CONSULTING SERVICES	1626430	037-09915	GTRANS DISPATCH AREA MODIFICATI	2,375.00
					Total :	2,375.00
158317	3/24/2020	119010 STAPLES ADVANTAGE	3438869217 3439193903 3439193904 3439391643 3439674813		REC OFFICE SUPPLIES PW OFFICE SUPPLIES REC OFFICE SUPPLIES PW OFFICE SUPPLIES REC OFFICE SUPPLIES	41.13 75.82 41.80 89.98 17.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158317	3/24/2020	119010 119010 STAPLES ADVANTAGE	(Continued)		Total :	266.35
158318	3/24/2020	220418 TALISON, LUCILLE	FEBRUARY 2020		CHILD CARE PROVIDER	3,452.00
					Total :	3,452.00
158319	3/24/2020	110877 TAYLORING MINDS FAMILY CHILD, CARE	FEBRUARY 2020		CHILD CARE PROVIDER	4,060.00
					Total :	4,060.00
158320	3/24/2020	110983 TELENKO, DAVID	CIT #188139485		REFUND - CITATION OVERPAYMENT	322.00
					Total :	322.00
158321	3/24/2020	106870 TENDER LOVING CARE CATERING, INC.	03/01-03/15/20	034-00411	SENIOR FEEDING PROGRAM	8,964.48
					Total :	8,964.48
158322	3/24/2020	110814 THREE SQUARE INTERNATIONAL, INC.	GARDENA.02	032-00048	CONSULTING SERVICES - SUSTAINABI	9,000.00
					Total :	9,000.00
158323	3/24/2020	110238 TIREHUB, LLC	11556790		TIRES - GY EAGLE TOURING BW 98V X	481.80
					Total :	481.80
158324	3/24/2020	110539 TOLIVER, JONATHAN	03/01-03/15/20		SPORTS OFFICIAL	50.00
					Total :	50.00
158325	3/24/2020	220230 TORNERO, OSWALDO	030420		MGMT ANNUAL HEALTH BENEFIT	580.34
					Total :	580.34
158326	3/24/2020	120427 TOYO	030920		PORTRAIT - CHIEF FISCAL OFFICER - F	163.88
					Total :	163.88
158327	3/24/2020	104806 TOYOTA LIFT OF L.A.	PSI-0177474		GTRANS AUTO PARTS	42.84
					Total :	42.84
158328	3/24/2020	106018 TRANE U.S. INC.	7864118		BUS FACILITY MAINT SUPPLIES	560.22
					Total :	560.22
158329	3/24/2020	100896 U.S. BANK	5593149		ADMIN FEES & INCIDENTAL EXPENSES	2,645.00
					Total :	2,645.00
158330	3/24/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS BOWLING 02/24/20			CAL CARD STATEMENT 01/23-02/24/20	-174.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158330	3/24/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			C.OSORIO 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	1,883.53
			JONES 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	4,111.28
			NOLAN 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	3,655.91
			PALMA 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	23.84
			PD TRAINING 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	623.22
			PD TRAINING2 2/24/20		CAL CARD STATEMENT 01/23-02/24/20	1,275.05
			PD TRAINING3 02/24/2		CAL CARD STATEMENT 01/23-02/24/20	1,206.83
			PD TRAINING4 02/24/2		CAL CARD STATEMENT 01/23-02/24/20	722.68
			PYNN 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	19.00
			RECREATION 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	1,896.68
			RENTERIA 01/22/20		CAL CARD STATEMENT 12/24-01/22/20	390.18
			SANTIN 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	4,519.51
			SANTIN 12/23/19		CAL CARD STATEMENT 11/23-12/23/19	5,474.30
			V.OSORIO 02/24/20		CAL CARD STATEMENT 01/23-02/24/20	1,566.91
					Total :	27,194.18
158331	3/24/2020	109220 U.S. BANK EQUIPMENT FINANCE	408360683		RICOH MPC4503 COPIER LEASE - CD -	150.81
					Total :	150.81
158332	3/24/2020	121010 UNITED RENTALS	178639021-001		RENTAL - PRESSURE WASHER	542.03
					Total :	542.03
158333	3/24/2020	105549 VALDEZ, MATILDE	FEBRUARY 2020		CHILD CARE PROVIDER	8,068.00
					Total :	8,068.00
158334	3/24/2020	122050 VERIZON WIRELESS	9848616724		BUS CELL PHONE SERVICE~	655.93
					Total :	655.93
158335	3/24/2020	107048 VIGILANT SOLUTIONS, LLC	31667	035-00987	ANNUAL SUBSCRIPTION RENEWAL	10,390.00
					Total :	10,390.00
158336	3/24/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S114617070		GTRANS MAINT SUPPLIES	456.08
			S114617070.002		GTRANS MAINT SUPPLIES	334.38
			S115095435		GTRANS MAINT SUPPLIES	472.77
			S115095435.002		GTRANS MAINT SUPPLIES	144.27
					Total :	1,407.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158337	3/24/2020	101195 WASTE RESOURCES GARDENA	031820		WASTE COLLECTION	239,241.61
					Total :	239,241.61
158338	3/24/2020	109523 WATTS, FRAZIER	022520		MEDICAL REIMBURSEMENT	800.00
					Total :	800.00
158339	3/24/2020	100107 WAYNE ELECTRIC CO.	194554		GTRANS AUTO PARTS	509.18
					Total :	509.18
158340	3/24/2020	104898 WEARY, CAROLYN	03/01-03/15/20		SPORTS OFFICIAL	375.00
					Total :	375.00
158341	3/24/2020	103687 WENKE, EDWARD	WINTER 2019		EDUCATIONAL REIMBURSEMENT	3,636.00
					Total :	3,636.00
158342	3/24/2020	110370 WESTERN COLLISION CENTER, INC	1026	032-00058	2008 CHEVY MALIBU #1292711 BODY R	2,259.60
					Total :	2,259.60
158343	3/24/2020	119387 WEX BANK	64320733		FUEL PURCHASES	364.67
					Total :	364.67
158344	3/24/2020	109342 WHITMAN ELECTRIC	031220	024-00635	EMERGENCY TRAFFIC SIGNAL REPAIR	12,249.80
					Total :	12,249.80
158345	3/24/2020	110943 WILLIAMS, JADEN ALLEN LEE	03/01-03/15/20		SPORTS SCOREKEEPER	26.00
					Total :	26.00
158346	3/24/2020	125001 YAMADA COMPANY, INC.	78858 78940		TREE MAINT SUPPLIES PARK MAINT SUPPLIES	163.92 63.09
					Total :	227.01
158347	3/24/2020	103601 YINCOM	6611	023-01229	(20) COMPUTER UPGRADE	14,224.05
			6645	023-01229	COMPUTER REPLACEMENT PARTS	1,428.98
			6650		COMPUTER REPLACEMENT PARTS	558.45
			6652	023-01229	COMPUTER REPLACEMENT PARTS	152.15
			6654	023-01229	COMPUTER REPLACEMENT PARTS	65.15
			6655		COMPUTER REPLACEMENT PARTS	558.45
			6665		COMPUTER REPLACEMENT PARTS	85.41



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Voucher List  
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158347	3/24/2020	103601 YINCOM	(Continued)			
			6666		COMPUTER REPLACEMENT PARTS	423.75
			6669	023-01229	COMPUTER REPLACEMENT PARTS	257.33
					Total :	17,753.72
158348	3/24/2020	107051 ZAVALETA, MARITZA	FEBRUARY 2020		CHILD CARE PROVIDER	2,600.00
					Total :	2,600.00
158349	3/24/2020	110554 ZENDESK, INC.	INV5493034		SUPPORT PROFESSIONAL SUBSCRIP1	112.48
					Total :	112.48
158350	3/24/2020	126122 ZEP SALES & SERVICE	9004918537		BUS SHOP SUPPLIES	270.13
					Total :	270.13
201	Vouchers for bank code :		usb		Bank total :	1,762,229.57
201	Vouchers in this report				Total vouchers :	1,762,229.57

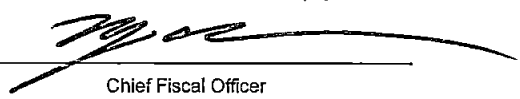
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 22 inclusive of the check register are accurate and funds are available for payment thereof.

By:   
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 22 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

\_\_\_\_\_  
Mayor 3/24/20  
Date

\_\_\_\_\_  
Councilmember Date

\_\_\_\_\_  
Councilmember Date

Acknowledged:

\_\_\_\_\_  
Councilmember Date

\_\_\_\_\_  
Councilmember Date

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Voucher List  
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11870	3/26/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	032620		HEALTH INSURANCE CLAIMS	70,719.39
					Total :	70,719.39
11871	3/24/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	032420		HEALTH INSURANCE CLAIMS	112,424.63
					Total :	112,424.63
11872	3/26/2020	104058 ADMINISURE INC.	032620		WORKERS' COMP CLAIMS ADMINISTR	108,812.97
					Total :	108,812.97
158351	3/24/2020	110932 ALL-PRO PAINTING	032320		NCC INTERIOR PAINTING OF AUDITOR	1,995.00
					Total :	1,995.00
158352	3/24/2020	106092 PRUDENTIAL OVERALL SUPPLY	41029581	024-00592	CUSTODIAL SUPPLIES	4,058.87
					Total :	4,058.87
158353	3/26/2020	110932 ALL-PRO PAINTING	032620		NCC INTERIOR PAINTING OF AUDITOR	1,500.00
					Total :	1,500.00
158354	3/26/2020	312330 CALIFORNIA DEPARTMENT OF, SOCIAL SERV	032620		COMMUNITY CARE LICENSING FEES -	151.00
					Total :	151.00
158355	3/31/2020	110990 EW PACKAGING	10639		EOC - COVID19 CITYWIDE EMERGENC	1,642.50
					Total :	1,642.50
158356	4/8/2020	103312 SOUTH COAST AIR QUALITY, MGMT DISTRICT 2020 50%			RULE 2202 - AIR QUALITY INVESTMEN	22,653.72
					Total :	22,653.72
158357	4/8/2020	103312 SOUTH COAST AIR QUALITY, MGMT DISTRICT 2020 BAL			RULE 2202 - AIR QUALITY INVESTMEN	22,653.72
					Total :	22,653.72
158358	4/14/2020	100272 A GREAT LOOKING ROOF COMPANY, INC	PERMIT #50020-0199		PERMIT DEPOSIT REFUND - 2533 W. 1st	214.00
					Total :	214.00
158359	4/14/2020	106086 ABC COMPANIES	3061251		GTRANS PARTS SUPPLIES	558.36
					Total :	558.36
158360	4/14/2020	111041 AERODYNAMIC PLATING, INC	BL #3367		REFUND - BUSINESS LICENSE OVERP	272.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158360	4/14/2020	111041 111041 AERODYNAMIC PLATING, INC	(Continued)		Total :	272.90
158361	4/14/2020	107712 AFFORDABLE GENERATOR SERVICES, INC.	17970	037-09869	GENERATOR INSPECTION SERVICE	2,172.59
					Total :	2,172.59
158362	4/14/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	82043287	037-09848	GTRANS AUTO PARTS	49.95
			82043289	037-09891	GTRANS AUTO PARTS	26,640.37
			82048156	037-09891	GTRANS AUTO PARTS	26,640.37
			82059088		GTRANS AUTO PARTS	914.23
			82059991		GTRANS AUTO PARTS	593.10
					Total :	54,838.02
158363	4/14/2020	111134 AGYEMANG, JOYCE	RECEIPT#145/75517		REFUND - CLASS CANCELED DUE TO I	25.00
					Total :	25.00
158364	4/14/2020	110286 ALCOA ELECTRICAL	PERMIT #15725		PERMIT DEPOSIT REFUND - RBB / WE	1,000.00
					Total :	1,000.00
158365	4/14/2020	111157 ALVAREZ, CHRYSTAL	RECEIPT#262/75478		REFUND - CLASS CANCELED DUE TO I	12.50
					Total :	12.50
158366	4/14/2020	111077 ANYANWU, OGECHUKWU	RECEIPT# 183/75050		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158367	4/14/2020	111162 ANYSA SANCHEZ, LUPE	RECEIPT#183/75229		REFUND - CLASS CANCELED DUE TO I	12.50
					Total :	12.50
158368	4/14/2020	111156 APARICIO, CLAUDIA	RECEIPT#183/75285		REFUND - CLASS CANCELED DUE TO I	8.00
					Total :	8.00
158369	4/14/2020	101628 AQUA-FLO SUPPLY	1499013		PARK MAINT SUPPLIES	16.89
			1502478		PARK MAINT SUPPLIES	176.31
			1506228		PARK MAINT SUPPLIES	566.63
					Total :	759.83
158370	4/14/2020	109160 AREVALO, JASMINE E.	03/02-03/31		CHILD DEVELOPEMNT CONSULTANT S	2,002.00
					Total :	2,002.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158371	4/14/2020	104687 AT&T	14452493		TELEPHONE~	263.75
			14452494		TELEPHONE~	352.00
			14452804		TELEPHONE - ALL DEPTS	7,509.75
			14455613		TELEPHONE~	624.61
			14500901		TELEPHONE~	33.47
			14500902		TELEPHONE~	85.65
			14500916		TELEPHONE~	33.47
			14500924		TELEPHONE~	33.47
			14500925		TELEPHONE~	86.72
			14546780		TELEPHONE~	261.90
Total :						9,284.79
158372	4/14/2020	100474 AT&T LONG DISTANCE	031220		TELEPHONE	23.53
			2921545		LEA TRACKING	300.00
Total :						323.53
158373	4/14/2020	100964 AT&T MOBILITY	287293416290X3102020		PD CELL PHONE ACCT #287293416290	3,121.00
			287295242065x3102020		PD CELL PHONE ACCT #287295242065	460.33
			828667974x03162020		CM CELL PHONE ACCT #828667974~	86.46
Total :						3,667.79
158374	4/14/2020	201426 AYERS, GINA V.	03/15-03/19		PARTNERING FOR YOUR DEPARTMEN	150.00
Total :						150.00
158375	4/14/2020	110686 AZTECH ELEVATOR COMPANY	AZ16568	024-00614	ELEVATOR MAINTENANCE - NCC	285.00
			AZ16569	024-00614	ELEVATOR MAINTENANCE - PW	285.00
			AZ16570	024-00614	ELEVATOR MAINTENANCE- NCC	100.00
			AZ16571	024-00614	ELEVATOR MAINTENANCE - CITY HALL	100.00
			AZ16572	024-00614	ELEVATOR MAINTENANCE - GTRANS	285.00
			AZ16573	024-00614	ELEVATOR MAINTENANCE - GTRANS	83.33
Total :						1,138.33
158376	4/14/2020	412610 BANK OF NEW YORK MELLON, THE	252-2278352		ADMIN FEE - SBRPCA REFUNDING RE	2,047.65
Total :						2,047.65
158377	4/14/2020	111092 BATISTE, CAZZI	RECEIPT# 262/75396		REFUND - YOUTH SOCCER	45.00
Total :						45.00

Voucher List  
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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158378	4/14/2020	102035 BD WHITE TOP SOIL CO., INC.	78977 83144		PARK MAINT SUPPLIES STREET MAINT SUPPLIES	35.04 153.30 <b>Total : 188.34</b>
158379	4/14/2020	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	047992 847972 954932		HONEY BEE NEST REMOVAL - 160TH & HONEY BEE NEST REMOVAL - 13220 V/ HONEY BEE NEST REMOVAL - 170STH	95.00 95.00 95.00 <b>Total : 285.00</b>
158380	4/14/2020	102135 BEHREND, KENT	00001979 00002051	023-01267 023-01224	NETWORK SERVICES - (31) NMS DEVI IT NETWORK SUPPORT	6,045.00 3,400.00 <b>Total : 9,445.00</b>
158381	4/14/2020	111027 BELLAMY, LA CHINA	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	45.00 <b>Total : 45.00</b>
158382	4/14/2020	111082 BELTRAN, MAX	RECEIPT# 263/75329		REFUND - YOUTH SOCCER	45.00 <b>Total : 45.00</b>
158383	4/14/2020	102840 BERLITZ LANGUAGES, INC	001-274-20-01272		BILINGUAL TESTING - R.YOO, K.KWAK	220.00 <b>Total : 220.00</b>
158384	4/14/2020	102243 BISHOP COMPANY	468233 469311		PARK MAINT SUPPLIES PARK MAINT SUPPLIES	1,017.73 146.25 <b>Total : 1,163.98</b>
158385	4/14/2020	109377 BOB BARKER COMPANY, INC.	UT1000526835		JAIL PROGRAM SUPPLIES	84.76 <b>Total : 84.76</b>
158386	4/14/2020	111066 BROWN, SASHAH	RECEIPT# 183/75342		REFUND - JOHNSON SPRING DAY CAM	310.00 <b>Total : 310.00</b>
158387	4/14/2020	105991 BURRO CANYON ENT., INC.	2153		RANGE FEES 03/03/20	10.00 <b>Total : 10.00</b>
158388	4/14/2020	111137 BURTON, LAKESHA	RECEIPT#183/75472		REFUND - CLASS CANCELED DUE TO	50.00 <b>Total : 50.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158389	4/14/2020	106680 C & P CONSTRUCTION DEV.	PERMIT #16027		PERMIT DEPOSIT REFUND - 1048 W. 14	4,000.00
					Total :	4,000.00
158390	4/14/2020	110399 C.A. SHORT COMPANY	7021743		AWARDS & RECOGNITION SUPPLIES	42.22
					Total :	42.22
158391	4/14/2020	111114 CALDERON CASASOLA, KAREN	RECEIPT#263/75147		REFUND - CLASS CANCELED DUE TO C	48.50
					Total :	48.50
158392	4/14/2020	101328 CALIFORNIA DEPARTMENT OF, EDUCATION	C-062704		RECOVER OVERPAYMENT OF FY 17/18	20,000.00
					Total :	20,000.00
158393	4/14/2020	110313 CALTIP	94-2020-MAR	037-09927	INSURANCE CLAIMS DEDUCTIBLE - M/	2,096.77
					Total :	2,096.77
158394	4/14/2020	110538 CANNON COMPANY	71273	024-00640	ARTESIA BLVD. ARTERIAL IMPROVEME	9,767.50
			71562	024-00640	ARTESIA BLVD. ARTERIAL IMPROVEME	4,977.67
			71860	024-00628	170TH STREET IMPROVEMENT - JN944	21,865.60
			71866	024-00640	ARTESIA BLVD. ARTERIAL IMPROVEME	730.00
					Total :	37,340.77
158395	4/14/2020	823003 CARL WARREN & COMPANY	FEBRUARY 2020		CLAIMS MANAGEMENT - GTRANS	1,520.00
			MARCH 2020		CLAIMS MANAGEMENT	866.75
					Total :	2,386.75
158396	4/14/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI	34762		PROFESSIONAL SERVICES	144.00
			34763		PROFESSIONAL SERVICES	5,824.70
			34764		PROFESSIONAL SERVICES	1,880.61
			34765		PROFESSIONAL SERVICES	638.70
			34766		PROFESSIONAL SERVICES	4,005.52
			34767		PROFESSIONAL SERVICES	2,102.40
			34768		PROFESSIONAL SERVICES	2,342.61
			34769		PROFESSIONAL SERVICES	2,081.81
			34984		PROFESSIONAL SERVICES	36.00
			34985		PROFESSIONAL SERVICES	2,215.19
			34986		PROFESSIONAL SERVICES	3,167.21
			34987		PROFESSIONAL SERVICES	897.41
			34988		PROFESSIONAL SERVICES	3,263.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158396	4/14/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	(Continued) 34989		PROFESSIONAL SERVICES	797.28
					Total :	29,396.80
158397	4/14/2020	111100 CELIS, EDGAR	RECEIPT# 262/75176		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158398	4/14/2020	111040 CENTENO'S NURSERY	BL #13862		REFUND - BUSINESS LICENSE OVERP	399.50
					Total :	399.50
158399	4/14/2020	111025 CERDA, RUEBEN	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158400	4/14/2020	111069 CHAICHAN, SANDRA	RECEIPT# 263/75293		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158401	4/14/2020	110953 CHAICHAN, SIRIPAT	PERMIT #50017-0890		PERMIT DEPOSIT REFUND - 2337 W. 11	5,000.00
					Total :	5,000.00
158402	4/14/2020	111150 CHAN, YING	RECEIPT#183/75214		REFUND - CLASS CANCELED DUE TO	17.00
					Total :	17.00
158403	4/14/2020	110605 CHANDLER ASSET MANAGEMENT	2003GARDENA	013-00027	INVESTMENT SERVICES - MARCH 2020	1,349.41
					Total :	1,349.41
158404	4/14/2020	108378 CHARLES E. THOMAS COMPANY INC.	58093 58168 58324	037-09850 037-09850 037-09850	TEST MONITORING SYSTEM GTRANS ENVIRONMENTAL TESTING F DESIGNATED OPERATOR SERVICE	1,500.00 200.00 700.00
					Total :	2,400.00
158405	4/14/2020	110995 CHUGA, CARLOS	RECEIPT #183/75323		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158406	4/14/2020	110985 CIVICPLUS, LLC	197692	034-00451	RECREATION MANAGEMENT SOFTWA	14,190.52
					Total :	14,190.52
158407	4/14/2020	110057 CLIFTONLARSONALLEN LLP	2388839	023-01199	SPECIAL ACCOUNTING PRJECT	2,624.60



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158407	4/14/2020	110057 110057 CLIFTONLARSONALLEN LLP	(Continued)		Total :	2,624.60
158408	4/14/2020	104338 CODE PUBLISHING, INC.	66116		MUNICIPAL CODE - WEB UPDATE ~	152.50
			66348		MUNICIPAL CODE - WEB UPDATE ~	1,772.75
					Total :	1,925.25
158409	4/14/2020	103125 COMPLETE COACH WORKS	69131		BUS #707 SERVICE CALL - DIAGNOSE	660.00
			78856		GTRANS AUTO PARTS	403.25
					Total :	1,063.25
158410	4/14/2020	102388 COPYLAND, INC.	72352	037-09882	GTRANS FOAM BOARD, 25X11"	78.06
					Total :	78.06
158411	4/14/2020	111161 CORRAL, ROSEMARIE	RECEIPT#183/75160		REFUND - CLASS CANCELED DUE TO	37.00
					Total :	37.00
158412	4/14/2020	111054 CORTE, ELADIO	RECEIPT# 183/75410		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158413	4/14/2020	109913 COSTAR REALTY INFORMATION INC.	111126275		COSTAR SUITE - FEBRUARY 2020	995.94
					Total :	995.94
158414	4/14/2020	111136 CRANE, TATIANA	RECEIPT#145/75515		REFUND - CLASS CANCELED DUE TO	50.00
					Total :	50.00
158415	4/14/2020	104152 CREATIVE BUS SALES, INC.	1538579	037-09880	2020 STARCRAFT ALLSTAR 25 VEHICL	73,975.98
					Total :	73,975.98
158416	4/14/2020	103512 CRENSHAW LUMBER CO.	PERMIT #16399		PERMIT DEPOSIT REFUND - 1907 W. 16	2,000.00
					Total :	2,000.00
158417	4/14/2020	107147 CRISOL METAL FINISHING, INC.	5665		SAND BLAST - GRILL SETS FRAME & G	375.00
					Total :	375.00
158418	4/14/2020	103353 CRM COMPANY, LLC.	LA15318		SCRAP TIRE DISPOSAL FEE	29.50
			LA15319		SCRAP TIRE DISPOSAL FEE	29.50
			LA15320		SCRAP TIRE DISPOSAL FEE	29.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158418	4/14/2020	103353 103353 CRM COMPANY, LLC.	(Continued)		Total :	88.50
158419	4/14/2020	109334 CROWN CASTLE USA INC.	PERMIT #15415		PERMIT DEPOSIT REFUND - ROSECRA	15,000.00
					Total :	15,000.00
158420	4/14/2020	109334 CROWN CASTLE USA INC.	PERMIT #16359		PERMIT DEPOSIT REFUND - 13200 S. V	1,000.00
					Total :	1,000.00
158421	4/14/2020	110319 CWE DIRECTOR	20072	024-00604	MS4 PERMIT INDUSTRIAL/COMMERCIAL	13,310.00
					Total :	13,310.00
158422	4/14/2020	104736 D&R OFFICE WORKS, INC.	0116962	034-00425	NCC REMODEL PROJECT	104.03
					Total :	104.03
158423	4/14/2020	111028 DANS, NATASHA	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158424	4/14/2020	111084 DARIO, FRANCIS	RECEIPT# 262/75376		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158425	4/14/2020	110844 DATA GEAR, INC.	42196		VIDEO POLICING SYSTEM - NEW USB I	481.80
					Total :	481.80
158426	4/14/2020	110993 DAVIS, CRYSTAL	RECEIPT #263/75137		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158427	4/14/2020	111155 DAWSON, KIANA	RECEIPT#183/75344		REFUND - CLASS CANCELED DUE TO I	29.50
					Total :	29.50
158428	4/14/2020	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL FEBRUARY 2020		039-00061	MONTHLY HOUSING SERVICES - FEBR	8,119.67
					Total :	8,119.67
158429	4/14/2020	312117 DEPARTMENT OF WATER & POWER	032620		LIGHT & POWER	88.52
					Total :	88.52
158430	4/14/2020	109182 DERBIGNY, JOANN	RECEIPT# 183/75301		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158431	4/14/2020	105182 DIRECTV	37266565406		DIRECTV SERVICE BUSINESS XTRA - A	1,734.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158431	4/14/2020	105182 DIRECTV	(Continued) 37281124177		DIRECTV SERVICE - BUSINESS XTRA - Total :	55.01 1,789.89
158432	4/14/2020	104343 DISCOUNT SCHOOL SUPPLY	P39301460102 P39388110101 P39388120101	034-00435 034-00435 034-00435	FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES Total :	1,359.04 188.32 139.71 1,687.07
158433	4/14/2020	110998 DOMINGUEZ, ROSARIO	RECEIPT #225/75390		REFUND - YOUTH SOCCER Total :	135.00 135.00
158434	4/14/2020	111065 DOTSON, SHANISE	RECEIPT# 283/75542		REFUND - JOHNSON SPRING DAY CAM Total :	210.00 210.00
158435	4/14/2020	111061 DRAFT, NICOLETTE	RECEIPT# 263/74999 RECEIPT# 283/75550		REFUND - YOUTH SOCCER REFUND - JOHNSON SPRING DAY CAM Total :	45.00 110.00 155.00
158436	4/14/2020	104276 DREHS, LARRY W.	FEBRUARY 2020 ADJ		MARTIAL ARTS INSTRUCTOR Total :	452.00 452.00
158437	4/14/2020	111067 DYKES, EDWARD C.	BL #23497		ADMINISTRATIVE CITATION DISMISSEI Total :	395.00 395.00
158438	4/14/2020	110979 EAST-WEST EYE INSTITUTE INC	BL #29908		REFUND - BUSINESS LICENSE OVERP Total :	39.60 39.60
158439	4/14/2020	107353 EMERGENCY RESPONSE CRIME SCENE, CLE	T2020-213 T2020-234 T2020-237		CLEAN AND DECONTAMINATE JAIL CEI COVID-19 - EMERGENCY DECONTAMIN COVID-19 - EMERGENCY DECONTAMIN Total :	450.00 1,100.00 275.00 1,825.00
158440	4/14/2020	105418 EMPIRE CLEANING SUPPLY	1158989	024-00599	CUSTODIAL SUPPLIES Total :	906.13 906.13
158441	4/14/2020	105392 ENTENMANN-ROVIN COMPANY	0150673		EMPLOYEE SERVICE PINS	331.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158441	4/14/2020	105392 105392 ENTENMANN-ROVIN COMPANY	(Continued)		Total :	331.00
158442	4/14/2020	106459 ENTERPRISE FM TRUST	FBN3904230	023-01264	ENTERPRISE LEASE - MARCH 2020	10,252.13
			FBN3915005	023-01264	ENTERPRISE LEASE - MARCH 2020	5,008.02
					Total :	15,260.15
158443	4/14/2020	111144 ESCAMILLA, MARTHA	RECEIPT#183/75510		REFUND - CLASS CANCELED DUE TO C	17.00
					Total :	17.00
158444	4/14/2020	109426 ESPINOSA, VANESSA	03/02-03/13/20		PROFESSIONAL SERVICES - CASE WC	1,470.00
					Total :	1,470.00
158445	4/14/2020	110990 EW PACKAGING	10647		EOC - COVID19 CITYWIDE EMERGENC	547.50
					Total :	547.50
158446	4/14/2020	100055 FAIR HOUSING FOUNDATION	FEBRUARY 2020		CDBG CONSULTANT	1,682.54
					Total :	1,682.54
158447	4/14/2020	106129 FEDEX	6-866-33184		SHIPPING SERVICES	49.47
			6-929-15525		SHIPPING SERVICES	42.23
			6-956-05943		SHIPPING SERVICES	94.04
			6-956-80220		SHIPPING SERVICES	22.47
					Total :	208.21
158448	4/14/2020	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2505482002		DRUG TEST/ADMIN FEE	240.24
			2506142001		DRUG TEST/ADMIN FEE	40.04
			2513942003		DRUG TEST/ADMIN FEE	21.38
					Total :	301.66
158449	4/14/2020	109315 FLEETCREW	36451		UNIT #8 - DURATHON TEST & INSPECT	409.95
			36452		UNIT #45 - DURATHON TEST & INSPEC	464.63
			36453		UNIT #46 - DURATHON TEST & INSPEC	409.95
			36454		UNIT #34 - DURATHON TEST & INSPEC	464.63
					Total :	1,749.16
158450	4/14/2020	106545 FLEETPRIDE	47907879		PW AUTO PARTS	161.45
					Total :	161.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158451	4/14/2020	111038 FLETES, JAVIER	RECEIPT# 283/75606		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158452	4/14/2020	108974 FLEX TECHNOLOGIES, INC.	06523		GTRANS AUTO SUPPLIES	775.80
					Total :	775.80
158453	4/14/2020	111087 FLORES, REYNA	RECEIPT# 225/75392		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158454	4/14/2020	105421 FOKWAH, JOHN	RECEIPT# 183/75283		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158455	4/14/2020	111030 FORREST, RUBI	RECEIPT# 263/75293		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158456	4/14/2020	106465 FOX FIRST AID & SAFETY	61404 61407		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	16.43 40.52
					Total :	56.95
158457	4/14/2020	111060 FRANKLIN, JEANNIE	RECEIPT# 145/75518		REFUND - JOHNSON SPRING DAY CAM	110.00
					Total :	110.00
158458	4/14/2020	111047 FUJIOKI, DONNA	RECEIPT# 182/73471		REFUND - SPRING CRAFT FAIR	55.00
					Total :	55.00
158459	4/14/2020	111105 FUJISAWA, KANAKO	RECEIPT#183/75162		REFUND - CLASS CANCELED DUE TO C	34.00
					Total :	34.00
158460	4/14/2020	111055 GAINES, JAMILA	RECEIPT# 183/75295		REFUND - FREEMAN SPRING DAY CAM	110.00
					Total :	110.00
158461	4/14/2020	111074 GALINDO, BLANCA	RECEIPT# 183/4963		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158462	4/14/2020	111151 GALVIN, MAYRA	RECEIPT#183/75279		REFUND - CLASS CANCELED DUE TO C	56.00
					Total :	56.00
158463	4/14/2020	108183 GARDENAACE HARDWARE	65498		BLDG MAINT SUPPLIES	41.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158463	4/14/2020	108183 108183 GARDENA ACE HARDWARE	(Continued)		Total :	41.60
158464	4/14/2020	107030 GARDENA AUTO PARTS	107186		PD AUTO PARTS	31.69
			107826		PD AUTO PARTS	114.19
					Total :	145.88
158465	4/14/2020	107735 GARDENA NISSAN	NICS514463		2016 NISSAN ALTIMA OIL & FILTER CHAN	87.75
					Total :	87.75
158466	4/14/2020	107011 GARDENA VALLEY NEWS, INC.	00093662		NOTICE INVITING BIDS - A. PEDESTRIA	1,344.00
			00093780		PUBLIC NOTICE - FIREWORKS STAND	119.00
			00094246		SUMMARY OR ORDINANCE NO. 1816 -	105.00
			00094250		NOTICE TO BIDDERS - MEALS FOR THI	140.00
			00094674		NOTICE OF PUBLIC HEARING - DECISI	186.90
					Total :	1,894.90
158467	4/14/2020	107034 GARDENA WELDING SUPPLY CO INC.	95 114258		PW MAINT SUPPLIES	47.09
					Total :	47.09
158468	4/14/2020	619005 GAS COMPANY, THE	030520		CNG FUEL FEBRUARY 2020	483.51
			040120		GAS	8,572.61
					Total :	9,056.12
158469	4/14/2020	106470 GILLIG LLC	40597269		GTRANS AUTO PARTS	90.85
			40677068		GTRANS AUTO PARTS	1,313.87
			40680476		GTRANS AUTO PARTS	695.08
					Total :	2,099.80
158470	4/14/2020	619004 GOLDEN STATE WATER CO.	031820		WATER	10,123.90
					Total :	10,123.90
158471	4/14/2020	111013 GOMEZ, DIANA & GUSTAVO	RECEIPT# 183/75233		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158472	4/14/2020	111140 GOMEZ, NANCY	RECEIPT#263/75459		REFUND - CLASS CANCELED DUE TO I	17.00
					Total :	17.00
158473	4/14/2020	107850 GOVERNMENT FINANCE OFFICERS, ASSOCI	0252003 2021		MEMBERSHIP DUES - R.BEEMAN, C.O	595.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158473	4/14/2020	107850 107850 GOVERNMENT FINANCE OFFICERS, AS	(Continued)		Total :	595.00
158474	4/14/2020	109055 GRAFFITI SHIELD, INC.	12628		BUS GRAFFITI SHIELD	1,311.17
					Total :	1,311.17
158475	4/14/2020	107513 GRAINGER	9480973818		BUS FACILITY SUPPLIES	26.30
					Total :	26.30
158476	4/14/2020	111032 HAAS, CLARISSA	RECEIPT# 145/75521		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158477	4/14/2020	111052 HALE, CECELIA	RECEIPT# 183/74649		REFUND - SPRING CRAFT FAIR	50.00
					Total :	50.00
158478	4/14/2020	111163 HANMI BANK	BL #24074		REFUND - BUSINESS LICENSE OVERP	4.00
					Total :	4.00
158479	4/14/2020	111076 HERNANDEZ, CYNTHIA	RECEIPT# 183/74996		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158480	4/14/2020	111007 HERRERA, HUMBERTO	RECEIPT #183/75037		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158481	4/14/2020	208243 HILLARD, JOCELYN	208243		118	248.00
					Total :	248.00
158482	4/14/2020	108434 HOME DEPOT CREDIT SERVICES	1344447		BLDG MAINT SUPPLIES	35.49
			3040199		BLDG MAINT SUPPLIES	22.27
			3520234		BLDG MAINT SUPPLIES	183.96
			4314428		BLDG MAINT SUPPLIES	39.93
			4520077		SIGNS/SIGNALS SUPPLIES	53.52
			8051410		BLDG MAINT SUPPLIES	67.61
			8520870		PD PROGRAM SUPPLIES	310.20
			9344336		PARK MAINT SUPPLIES	71.15
					Total :	784.13
158483	4/14/2020	108430 HOME PIPE & SUPPLY	F20333		BLDG MAINT SUPPLIES	229.78
			F20609		BLDG MAINT SUPPLIES	323.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158483	4/14/2020	108430 108430 HOME PIPE & SUPPLY	(Continued)		Total :	552.80
158484	4/14/2020	111048 HOOPER, MECHELLE	RECEIPT# 183/75559		REFUND - SPRING CRAFT FAIR	55.00
					Total :	55.00
158485	4/14/2020	111053 HOWARD, YAHAIRA	RECEIPTS# 183/75299		REFUND - JOHNSON SPRING DAY CAM	220.00
					Total :	220.00
158486	4/14/2020	110769 HR DYNAMICS & PERFORMANCE, MANAGEM	030420	023-01266	CONSULTING SERVICES - SUPERVISO	17,000.00
					Total :	17,000.00
158487	4/14/2020	101723 I BROTHERS, INC.	PERMIT #50019-0021		PERMIT DEPOSIT REFUND - 13640 CIM	7,500.00
					Total :	7,500.00
158488	4/14/2020	100994 INSIGHT PUBLIC SECTOR, INC.	1100713687	023-01256	COHESITY BACKUP SUSTEM - ANNUAL	11,533.12
					Total :	11,533.12
158489	4/14/2020	105527 INTERINSURANCE EXCHANGE OF THE, AUTC 20-07PD			SETTLEMENT - C.CARTER V. GARDEN/	2,931.56
					Total :	2,931.56
158490	4/14/2020	111158 ISHIGURO, NATSUKI	RECEIPT#183/75270		REFUND - CLASS CANCELED DUE TO (	12.50
					Total :	12.50
158491	4/14/2020	111021 ISHIOKA, SACHIKO	RECEIPT #263/75288		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158492	4/14/2020	907163 IT CORPORATION	PERMIT #11340		PERMIT DEPOSIT REFUND - 1408 W.	4,000.00
					Total :	4,000.00
158493	4/14/2020	111080 IWEGBU, ELSIE	RECEIPT# 183/75167		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158494	4/14/2020	110733 J & S PROPERTY MANAGEMENT AND, MAINTI	4680	037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.00
					Total :	1,295.00
158495	4/14/2020	109686 JACKSON, ALEXANDRA	MARCH 2020		MATH/READING INSTRUCTOR	72.00
					Total :	72.00
158496	4/14/2020	111094 JACKSON, KRYSTAL	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	45.00



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158496	4/14/2020	111094 111094 JACKSON, KRYSTAL	(Continued)		Total :	45.00
158497	4/14/2020	108555 JALISCO TIRE & AUTO REPAIR	032020		FLAT REPAIR	10.00
			03202020		(5) FLAT TIRE REPAIR, MOUNT & BALAI	62.50
			032720		FLAT REPAIR	10.00
			033020		BALANCE & MOUNT TIRES	12.50
			03302020		FLAT REPAIR	10.00
			033120		FLAT REPAIR	10.00
			03312020		FLAT REPAIR	10.00
			33120		FLAT REPAIR	10.00
					Total :	135.00
158498	4/14/2020	111164 JAMES, DONALD	PERMIT #50018-0619		PERMIT DEPOSIT REFUND - 14613 WAI	3,750.00
					Total :	3,750.00
158499	4/14/2020	107746 JAS PACIFIC	BI 13577	032-00052	BUILDING INSPECTOR SERVICES - FEI	8,610.68
					Total :	8,610.68
158500	4/14/2020	111160 JEREZ, IRENE	RECEIPT#183/75208		REFUND - CLASS CANCELED DUE TO C	34.00
					Total :	34.00
158501	4/14/2020	111057 JONES, MICHAEL	RECEIPT# 183/75324		REFUND - FREEMAN SPRING DAY CAM	110.00
					Total :	110.00
158502	4/14/2020	111064 JORDAN, SARA	RECEIPT# 183/75536		REFUND - JOHNSON SPRING DAY CAM	210.00
					Total :	210.00
158503	4/14/2020	111138 KAGAWA, JAMIE	RECEIPT#183/75404		REFUND - CLASS CANCELED DUE TO C	17.00
					Total :	17.00
158504	4/14/2020	111016 KAISER FOUNDATION HEALTH PLAN	APRIL 2020		HEALTH INSURANCE	272,104.08
					Total :	272,104.08
158505	4/14/2020	107240 KASKANIAN, ART	031920		REIMBURSEMENT - COVID-19 SUPPLIE	241.62
					Total :	241.62
158506	4/14/2020	111088 KEKAUOHA, MITCHELL	RECEIPT# 225/75393		REFUND - YOUTH SOCCER	45.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158506	4/14/2020	111088 111088 KEKAUOHA, MITCHELL	(Continued)		Total :	45.00
158507	4/14/2020	211429 KEMP, TAMARA	MARCH 2020		DANCE INSTRUCTOR	524.00
					Total :	524.00
158508	4/14/2020	111146 KIM, ELENA	RECEIPT#183/75231		REFUND - CLASS CANCELED DUE TO I	17.00
					Total :	17.00
158509	4/14/2020	111517 KIRK'S AUTOMOTIVE INC.	1037197 1037456		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	43.92 900.00
					Total :	943.92
158510	4/14/2020	111260 KJOS, BARBARA JEAN	MARCH 2020		GARDENA FAMILY CHILD CARE PROGF	1,653.00
					Total :	1,653.00
158511	4/14/2020	105900 KONECRANES, INC.	154265201		SERVICE CALL - REPLACE SPRINGS O	1,181.28
					Total :	1,181.28
158512	4/14/2020	110848 KREUZER CONSULTING GROUP	20-021	024-00616	CONSULTING SERVICES - WESTERN A	25,943.15
					Total :	25,943.15
158513	4/14/2020	312030 L.A. COUNTY ASSESSOR	20ASRE143		MAPS/POSTAGE	18.12
					Total :	18.12
158514	4/14/2020	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	20030904285 20030904574	024-00587 024-00587	INDUSTRIAL WASTE SERVICES TRAFFIC SIGNAL MAINT - HIGHWAY SA	11,529.69 3,132.87
					Total :	14,662.56
158515	4/14/2020	312248 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN200000698		LABOR & EQUIPMENT CHARGES - TS (	667.15
					Total :	667.15
158516	4/14/2020	112436 L.A. TIMES	10020731057 03/17/20		SUBSCRIPTION RENEWAL - ACCT #10C	187.77
					Total :	187.77
158517	4/14/2020	111167 LAFLORA-CHERRY, KAI'DEN	101		BLACK HISTORY MONTH - DJ SERVICE	150.00
					Total :	150.00
158518	4/14/2020	112014 LAKESHORE LEARNING MATERIALS	2639780220	034-00433	FCC PROGRAM SUPPLIES	312.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158518	4/14/2020	112014 LAKESHORE LEARNING MATERIALS	(Continued)			
			2712140220	034-00433	FCC PROGRAM SUPPLIES	4,465.83
			3249670320	034-00433	FCC PROGRAM SUPPLIES	873.70
			3263120320	034-00433	FCC PROGRAM SUPPLIES	710.40
			3263130320	034-00433	FCC PROGRAM SUPPLIES	236.34
			3263320320	034-00433	FCC PROGRAM SUPPLIES	141.26
			3263330320	034-00433	FCC PROGRAM SUPPLIES	861.71
			3263350320	034-00433	FCC PROGRAM SUPPLIES	302.12
			3266080320	034-00433	FCC PROGRAM SUPPLIES	745.51
					<b>Total :</b>	<b>8,648.89</b>
158519	4/14/2020	111073 LANDERS, DORA BELLE	RECEIPT# 183/74979		REFUND - YOUTH SOCCER	55.00
					<b>Total :</b>	<b>55.00</b>
158520	4/14/2020	110257 LAPENNA-HUDA, ELISABETTA	0146	037-09922	EXECUTIVE COACHING SESSIONS	7,580.00
					<b>Total :</b>	<b>7,580.00</b>
158521	4/14/2020	105874 LAWSON PRODUCTS, INC.	9307451365		BUS SHOP SUPPLIES	674.68
					<b>Total :</b>	<b>674.68</b>
158522	4/14/2020	111026 LAZARO, MICHAEL	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	90.00
					<b>Total :</b>	<b>90.00</b>
158523	4/14/2020	111145 LE, TUY	RECEIPT#225/75525		REFUND - CLASS CANCELED DUE TO C	17.00
					<b>Total :</b>	<b>17.00</b>
158524	4/14/2020	111081 LEE, YURI	RECEIPT# 183/75205		REFUND - YOUTH SOCCER	90.00
					<b>Total :</b>	<b>90.00</b>
158525	4/14/2020	103704 LEGAUX, CLIFFORD	MARCH 2020		TENNIS INSTRUCTOR	148.00
					<b>Total :</b>	<b>148.00</b>
158526	4/14/2020	212132 LEW, DIANA	MARCH 2020		PIANO INSTRUCTOR	470.00
					<b>Total :</b>	<b>470.00</b>
158527	4/14/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20200229		MONTHLY SUBSCRIPTION FEE~	374.17
					<b>Total :</b>	<b>374.17</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158528	4/14/2020	109446 LINS COTT, LAW & GREENSPAN, ENGINEERS	14380-00101		TRAFFIC ENGINEERING SERVICES - T/	1,430.25
					Total :	1,430.25
158529	4/14/2020	108807 LOCKE LORD LLP	1560498		PROFESSIONAL SERVICES	17,798.24
			1561270		PROFESSIONAL SERVICES	3,412.45
					Total :	21,210.69
158530	4/14/2020	110056 LONDON, M.D., JAMES T	10222019		PROFESSIONAL SERVICES	6,930.00
					Total :	6,930.00
158531	4/14/2020	111096 LOPEZ, VICTOR	RECEIPT #283/75606		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158532	4/14/2020	105279 LOS ANGELES TRUCK CENTERS LLC	XA220197716		SWEEPER AUTO PARTS	263.86
					Total :	263.86
158533	4/14/2020	111089 LOZA, NEREIDA	RECEIPT# 183/75397		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158534	4/14/2020	112607 LUMINATOR TECHNOLOGY TRANSIT	551195		BUS SHOP SUPPLIES	1,314.00
					Total :	1,314.00
158535	4/14/2020	111127 MADANA, NIDHI	RECEIPT#183/75341		REFUND - CLASS CANCELED DUE TO (	25.00
					Total :	25.00
158536	4/14/2020	111083 MAHKORN, TRACIE	RECEIPT#183/75340		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158537	4/14/2020	111142 MAHOWALD, ESMERALDA	RECEIPT#183/75415		REFUND - CLASS CANCELED DUE TO (	34.00
					Total :	34.00
158538	4/14/2020	105082 MAJESTIC LIGHTING, INC.	ML76689		BLDG MAINT SUPPLIES	58.01
			ML76713		BLDG MAINT SUPPLIES	120.38
					Total :	178.39
158539	4/14/2020	109203 MAKAI SOLUTIONS	3536	037-09872	REPAIR FOR BAY #3	1,531.50
			3549	037-09872	REPAIR - AIR COMPRESSOR	840.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158539	4/14/2020	109203 109203 MAKAI SOLUTIONS	(Continued)		Total :	2,372.21
158540	4/14/2020	113036 MANERI SIGN CO., INC.	40007528		SIGNS - 42"X9" "VAN NESS AV 13400"	208.06
					Total :	208.06
158541	4/14/2020	813030 MANNING & KASS	666293 666294		LEGAL SERVICES LEGAL SERVICES	2,437.30 495.10
					Total :	2,932.40
158542	4/14/2020	107951 MARK HANDLER & ASSOCIATES	MARCH 2020	032-00045	BUILDING INSPECTION SERVICES	11,050.00
					Total :	11,050.00
158543	4/14/2020	111044 MARSELL, ANITA	RECEIPT# 183/75028		REFUND - SPRING CRAFT FAIR	25.00
					Total :	25.00
158544	4/14/2020	111036 MARTINEZ, AIDA	RECEIPT# 283/75434		REFUND - YOUTH SOCCER	135.00
					Total :	135.00
158545	4/14/2020	111068 MARTINEZ, LUZ	RECEIPT# 263/75332		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158546	4/14/2020	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30176 P30177 P30182 P30183 P30184		FIRE EXTINGUISHER SERVICE - COMM FIRE EXTINGUISHER SERVICE - CITY F FIRE EXTINGUISHER SERVICE - PUBLI FIRE EXTINGUISHER SERVICE - PUBLI FIRE EXTINGUISHER SERVICE - CITY F	160.60 148.98 550.00 456.32 395.00
					Total :	1,710.90
158547	4/14/2020	111063 MCCULLOUGH, AQUANITA	RECEIPT# 183/75527		REFUND - JOHNSON SPRING DAY CAM	210.00
					Total :	210.00
158548	4/14/2020	113064 MCMASTER-CARR SUPPLY COMPANY	36884869 37385388 37453288		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	69.38 251.04 453.29
					Total :	773.71
158549	4/14/2020	110206 MICHELIN NORTH AMERICA, INC.	DA0042949960	037-09862	GTRANS' BUS TIRE LEASE SERVICES I	5,640.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158549	4/14/2020	110206 110206 MICHELIN NORTH AMERICA, INC.	(Continued)			
					Total :	5,640.04
158550	4/14/2020	111086 MILLER, JAVONNE	RECEIPT# 225/75385		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158551	4/14/2020	109625 MK BUILDERS & SERVICES, INC.	10058		CITY HALL DOOR REPLACEMENT	1,685.00
					Total :	1,685.00
158552	4/14/2020	103093 MOBILE RELAY ASSOCIATES, INC.	80013570	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80013680	037-09858	GTRANS BUS RADIO SYSTEM RENTAL	271.53
					Total :	11,331.02
158553	4/14/2020	110999 MOON, JOUNGSUN	RECEIPT#183/75307		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158554	4/14/2020	111117 MORALES, SINTIA	RECEIPT#283/75255		REFUND - CLASS CANCELED DUE TO (	32.50
					Total :	32.50
158555	4/14/2020	111128 MORISHITA, CHIAKI	RECEIPT#183/75230		REFUND - CLASS CANCELED DUE TO (	17.00
					Total :	17.00
158556	4/14/2020	111135 MOSQUEDA, ABIGAIL	RECEIPT#183/75414		REFUND - CLASS CANCELED DUE TO (	25.00
					Total :	25.00
158557	4/14/2020	110917 MOTOROLA SOLUTIONS, INC	16092452	035-00968	(11) MOTOROLA APX 8000 RADIOS	83,825.35
					Total :	83,825.35
158558	4/14/2020	109056 MULTICARD	12651		YMCKT RIBBON, CARDS	673.50
					Total :	673.50
158559	4/14/2020	111034 MURO, GERARDO	RECEIPT# 145/75521		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158560	4/14/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	454116		PROPANE GAS	460.22
					Total :	460.22
158561	4/14/2020	111139 NAGEL, CYNTHIA	RECEIPT#263/75457		REFUND - CLASS CANCELED DUE TO (	17.00
					Total :	17.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158562	4/14/2020	110994 NARH, WINFRED	RECEIPT #183/75215		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158563	4/14/2020	111126 NGUYEN, THAI	RECEIPT#183/75210		REFUND - CLASS CANCELED DUE TO C	25.00
					Total :	25.00
158564	4/14/2020	110991 NIXON, NOAH	RECEIPT# 262/75217		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158565	4/14/2020	110685 NRM & ASSOCIATES	004-2020	037-09847	PROJECT MANAGEMENT SERVICES FO	2,625.00
					Total :	2,625.00
158566	4/14/2020	111078 OANDASAN, MANIYA	RECEIPT# 183/75108		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158567	4/14/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	67211085		RANDOM DOT, BAT - L.ALFFORD, C.SCC	393.50
			67284668		RANDOM DOT, PHYSICAL, BAT - W.LOT	665.50
			67361631		RANDOM DOT PHYSICAL - J.SCHERER	210.20
			67363637		RANDOM DOT PHYSICAL, BAT - J.BLAC	534.00
			67441893		RANDOM DOT PHYSICAL, BAT, R.MANL	779.00
			67565967		RANDOM BAT - T.WOODS	46.50
			67569349		RANDOM BAT - R.POWELL	46.50
					Total :	2,675.20
158568	4/14/2020	115168 OFFICE DEPOT	449465785		HR OFFICE SUPPLIES	54.43
			449469394		HR OFFICE SUPPLIES	5.14
			450325079		FINANCE OFFICE SUPPLIES	104.73
			450844035		HR OFFICE SUPPLIES	96.10
			451388227		PD OFFICE SUPPLIES	65.88
			452091505		BUS OFFICE SUPPLIES	112.33
			453924474		HR OFFICE SUPPLIES	181.33
			455843690		HR OFFICE SUPPLIES	71.36
			456052213		PD OFFICE SUPPLIES	34.70
			456052536		PD OFFICE SUPPLIES	28.55
			456467229		BUS OFFICE SUPPLIES	108.37
			456708013		PD OFFICE SUPPLIES	252.59
			457948809		HR OFFICE SUPPLIES	57.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158568	4/14/2020	115168 OFFICE DEPOT	(Continued) 461951334		BUS OFFICE SUPPLIES	310.10
					<b>Total :</b>	<b>1,482.70</b>
158569	4/14/2020	110976 OHIO CASUALTY INSURANCE CO, THE	RETENTION		RETENTION - PEDESTRIAN SAFETY IM	13,769.15
					<b>Total :</b>	<b>13,769.15</b>
158570	4/14/2020	111010 OKOLUE, MAUREEN	RECEIPT #183/75024		REFUND - YOUTH SOCCER	180.00
					<b>Total :</b>	<b>180.00</b>
158571	4/14/2020	111029 OKORIE, BENNETH	RECEIPT# 183/75114		REFUND - YOUTH SOCCER	90.00
					<b>Total :</b>	<b>90.00</b>
158572	4/14/2020	111037 ORDONEZ, BEATRIZ	RECEIPT# 18/75589		REFUND - YOUTH SOCCER	45.00
					<b>Total :</b>	<b>45.00</b>
158573	4/14/2020	111358 O'REILLY AUTO PARTS	390980 391055 391302 393848 394085 394086 394221 394236 394456		PW AUTO PARTS PW AUTO PARTS PW AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	106.28 3.23 10.50 54.27 1,054.05 11.74 115.39 37.15 45.30
					<b>Total :</b>	<b>1,437.91</b>
158574	4/14/2020	115510 ORIENTAL TRADING CO., INC.	701970899		REC PROGRAM SUPPLIES	789.62
					<b>Total :</b>	<b>789.62</b>
158575	4/14/2020	115810 ORKIN PEST CONTROL	195276120 195276126		PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703	230.90 230.90
					<b>Total :</b>	<b>461.80</b>
158576	4/14/2020	111129 ORTEGA, RUVEN	RECEIPT#183/75328		REFUND - CLASS CANCELED DUE TO	53.00
					<b>Total :</b>	<b>53.00</b>
158577	4/14/2020	100663 OVERLAND PACIFIC & CUTLER, INC	2002123		PROFESSIONAL SERVICES - CITY MAT	170.00



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158577	4/14/2020	100663 100663 OVERLAND PACIFIC & CUTLER, INC	(Continued)		Total :	170.00
158578	4/14/2020	111153 OYAMA, REBECCA	RECEIPT#183/75338		REFUND - CLASS CANCELED DUE TO C	36.00
					Total :	36.00
158579	4/14/2020	111070 PARKER, ALICIA	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158580	4/14/2020	109655 PENALOZA, ISAURA	RECEIPT #183/75282		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158581	4/14/2020	110403 PENN RECORDS MANAGEMENT	0116189		OFF-SITE STORAGE SERVICES - FEBR	51.00
					Total :	51.00
158582	4/14/2020	307101 PETTY CASH FUND	02/26-03/26/20		REPLENISH PETTY CASH	963.82
					Total :	963.82
158583	4/14/2020	111051 PHARR, TIFFANY	RECEIPT# 183/75408		REFUND - JOHNSON SPRING DAY CAN	110.00
					Total :	110.00
158584	4/14/2020	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0120201211	035-00947	PARKING CONTRACT SERVICES - JANI	779.10
			0220201211	035-00947	PARKING CONTRACT SERVICES - FEBI	526.50
			022020211	035-00947	PARKING CONTRACT SERVICES - FEBI	20,653.08
					Total :	21,958.68
158585	4/14/2020	105574 PINNACLE PETROLEUM, INC.	0216673	037-09928	87 OCTANE REGULAR UNLEADED CAF	16,765.22
			0216674	037-09928	87 OCTANE REGULAR UNLEADED CAF	16,828.37
			0217791	037-09928	87 OCTANE REGULAR UNLEADED CAF	13,906.70
			0217792	037-09928	87 OCTANE REGULAR UNLEADED CAF	13,895.70
					Total :	61,395.99
158586	4/14/2020	109851 PLANETBIDS, INC.	0320108	037-09929	PB SYSTEM VENDOR AND BID MANAG	6,763.24
					Total :	6,763.24
158587	4/14/2020	111017 POSTADJIAN, GLADYS	RECEIPT #262/75171		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158588	4/14/2020	106092 PRUDENTIAL OVERALL SUPPLY	42494143		UNIFORM & SUPPLY RENTAL	114.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158588	4/14/2020	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42496200	024-00592	CUSTODIAL SUPPLIES	441.57
			42496203		UNIFORM & SUPPLY RENTAL	240.35
			42496204		UNIFORM & SUPPLY RENTAL	113.10
			42496205		UNIFORM & SUPPLY RENTAL	96.23
			42496206		SUPPLY RENTAL - MATS - PD	91.60
			42496207		SUPPLY RENTAL - MATS - NCC	13.65
			42496208		SUPPLY RENTAL - MATS - CH	19.00
			42496209		SUPPLY RENTAL - MATS - HS	11.60
			42498326		CUSTODIAL SUPPLIES	152.25
				024-00592		
			42498330		UNIFORM & SUPPLY RENTAL	243.75
			42498331		UNIFORM & SUPPLY RENTAL	113.10
			42498332		UNIFORM & SUPPLY RENTAL	96.23
			42498333		SUPPLY RENTAL - MATS - GTRANS	50.10
			42500500	024-00592	CUSTODIAL SUPPLIES	584.99
			42500503		UNIFORM & SUPPLY RENTAL	243.75
			42500504		UNIFORM & SUPPLY RENTAL	113.10
			42500505		UNIFORM & SUPPLY RENTAL	96.23
			42500506		SUPPLY RENTAL - MATS - PD	91.60
			42500507		SUPPLY RENTAL - MATS - NCC	13.65
			42500508		SUPPLY RENTAL - MATS - CH	19.00
			42500509		SUPPLY RENTAL - MATS - HS	11.60
			42502578		UNIFORM & SUPPLY RENTAL	243.75
			42502579		UNIFORM & SUPPLY RENTAL	113.10
			42502580		UNIFORM & SUPPLY RENTAL	96.23
			42502581		SUPPLY RENTAL - MATS - GTRANS	50.10
			42504648		UNIFORM & SUPPLY RENTAL	412.30
			42504649		UNIFORM & SUPPLY RENTAL	113.10
			42504650		UNIFORM & SUPPLY RENTAL	96.23
			42504651		SUPPLY RENTAL - MATS - PD	91.60
			42504652		SUPPLY RENTAL - MATS - NCC	13.65
			42504653		SUPPLY RENTAL - MATS - CH	19.00
			42504654		SUPPLY RENTAL - MATS - HS	11.60
Total :						4,231.75
158589	4/14/2020	109532 PSI REPAIR SERVICE, INC	929075	037-09917	REBUILD MONO INVERTER	7,700.93

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158589	4/14/2020	109532 109532 PSI REPAIR SERVICE, INC	(Continued)		Total :	7,700.93
158590	4/14/2020	116820 PSOMAS	160445	024-00606	NORMANDIE AVE. STREET IMPROVEM	930.00
					Total :	930.00
158591	4/14/2020	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	523906		INDIVIDUAL PYSCHOTHERAPY	275.00
					Total :	275.00
158592	4/14/2020	111009 PULLIAM, DEJA	RECEIPT #183/75361		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158593	4/14/2020	111091 QUEZADA, VALERIE	RECEIPT# 262/75395		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158594	4/14/2020	102283 QUICK COLOR PRINTING	15345		SIGN - 18"X18: "CENSUS 2020 GARDEN	1,259.25
					Total :	1,259.25
158595	4/14/2020	103907 QUINN COMPANY	PC810878060		PW AUTO PARTS	504.02
					Total :	504.02
158596	4/14/2020	111072 RAMIREZ VASQUEZ, MARIA	RECEIPT# 283/74941		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158597	4/14/2020	111147 RAMOS, MARGARITA	RECEIPT#183/75509		REFUND - CLASS CANCELED DUE TO C	34.00
					Total :	34.00
158598	4/14/2020	111046 RANDLE, ELIZABETH	RECEIPT# 263/75494		REFUND - SPRING CRAFT FAIR	25.00
					Total :	25.00
158599	4/14/2020	111049 RANDOLPH, MARK	RECEIPT# 283/75436		REFUND - JOHNSON SPRING DAY CAM	100.00
					Total :	100.00
158600	4/14/2020	103055 RAYCOM	101006097-1		SERVICE CALL - DASH MOUNT INSTALI	375.04
					Total :	375.04
158601	4/14/2020	103072 REACH	042079		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
158602	4/14/2020	101511 READYREFRESH	10C0010113405		DRINKING WATER SERVICE	157.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158602	4/14/2020	101511 101511 READYREFRESH	(Continued)		Total :	157.84
158603	4/14/2020	111014 REESE, MILAN	RECEIPT #183/75337		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158604	4/14/2020	100836 RESOURCE BUILDING MATERIALS	2793654		PARK MAINT SUPPLIES	290.88
					Total :	290.88
158605	4/14/2020	118476 RICOH USA, INC.	9028100296		RICOH MPC3503 COPIER LEASE - CLEI	174.77
			9028100299		RICOH MPC3503 COPIER LEASE - CD~	234.99
			9028100300		RICOH MPC3503 COPIER LEASE - CM	245.06
			9028100301		RICOH PRO8100SE COPIER LEASE - PI	457.21
			9028100306		RICOH MPC6502SP COPIER LEASE - P	809.41
			9028173474		RICOH MPC3503 COPIER LEASE - CD~	234.99
			9028173475		RICOH PRO8100S COPIER LEASE - PR	735.30
			9028173479		RICOH MPC3503 COPIER LEASE - CM	245.06
			9028173481		RICOH PRO8100SE COPIER LEASE - PI	457.21
			9028173482		RICOH MPC3503 COPIER LEASE - CLEI	174.77
					Total :	3,768.77
158606	4/14/2020	111166 RIGHT TIME ROOTER & PLUMBING, SERVICE	PERMIT #16409		PERMIT DEPOSIT REFUND - 1660 W. 14	5,000.00
					Total :	5,000.00
158607	4/14/2020	118536 RIO HONDO COLLEGE	S20-118-ZGDA		TUITION - ENROLLEMNT / MATERIAL FI	228.00
					Total :	228.00
158608	4/14/2020	110997 RISICA, JOHN	RECEIPT# 183/75364		REFUND - YOUTH SOCCER	90.00
					Total :	90.00
158609	4/14/2020	100585 RKA CONSULTING GROUP	29679		ENGINEERING & SURVEYING REVIEW	735.00
			29691		ENGINEERING PLAN CHECK SERVICE	70.00
			29829		ENGINEERING PLAN CHECK SERVICE	420.00
					Total :	1,225.00
158610	4/14/2020	107146 ROADLINE PRODUCTS INC. U.S.A.	15588		STREET MAINT SUPPLIES	112.84
					Total :	112.84
158611	4/14/2020	111039 ROMAN, PATRICIA	RECEIPT# 283/75606		REFUND - YOUTH SOCCER	90.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158611	4/14/2020	111039 111039 ROMAN, PATRICIA	(Continued)		Total :	90.00
158612	4/14/2020	111056 ROQUE, CAROLINA	RECEIPT# 183/75294		REFUND - JOHNSON SPRING DAY CAM	110.00
					Total :	110.00
158613	4/14/2020	111168 ROSA PLEITES, DELMIRA	20-04PD		SETTLEMENT - D.PLEITES V. GARDEN/	3,213.69
					Total :	3,213.69
158614	4/14/2020	111097 ROSARIO, MARLI	RECEIPT# 283/75552		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158615	4/14/2020	110205 ROSS & BARUZZINI, INC.	37752	037-09885	CONSULTING SERVICES FOR SCHEDL	28,800.00
			37753	037-09901	CONSULTING SERVICES FOR MACRO	10,954.34
					Total :	39,754.34
158616	4/14/2020	111059 RUBALCAVA, ANAMARIE	RECEIPT# 183/75506		REFUND - JOHNSON SPRING DAY CAM	110.00
					Total :	110.00
158617	4/14/2020	119126 S.B.R.P.C.A.	03823	035-00989	PD AUTO PARTS - UNIT IU PATROL P-16	12,658.69
					Total :	12,658.69
158618	4/14/2020	104975 SAFEGUARD BUSINESS SYSTEMS	034005326		LASER CHECKS - WARRANT CHECKS	1,125.52
			034005333		LASER BLANK CHECK - PAYROLL	815.36
					Total :	1,940.88
158619	4/14/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92288		PD PROGRAM SUPPLIES	3.29
			92310		STREET MAINT SUPPLIES	437.51
					Total :	440.80
158620	4/14/2020	119015 SAFETY-KLEEN CORPORATION	82451216		SERVICE AQUEOUS PARTS WASHER	797.45
					Total :	797.45
158621	4/14/2020	111001 SAKAKISHI, YUKA	RECEIPT #214/75312		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158622	4/14/2020	111106 SAKAKISHI, YUKA	RECEIPT#263/75141		REFUND - CLASS CANCELED DUE TO I	17.00
					Total :	17.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158623	4/14/2020	111103 SALAZAR, CLAUDIA	RECEIPT#183/75234		REFUND - CLASS CANCELED DUE TO C	56.00
					Total :	56.00
158624	4/14/2020	111031 SALCEDA, RUBI	RECEIPT# 263/75497		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158625	4/14/2020	219010 SALDANA, OCTAVIO	032420		PURCHASE REIMBURSEMENT - PEER	675.46
					Total :	675.46
158626	4/14/2020	119019 SALES MAX INC.	41546		SENIOR PROGRAM EMERGENCY MEA	364.80
					Total :	364.80
158627	4/14/2020	119537 SAN DIEGO POLICE EQUIPMENT CO.	641704		PD SUPPLIES	795.41
					Total :	795.41
158628	4/14/2020	111154 SANCHEZ, HERIBERTO	RECEIPT#283/75426		REFUND - CLASS CANCELED DUE TO C	40.00
					Total :	40.00
158629	4/14/2020	110977 SAUCEDO, ROBERT E.	CIT #144523		REFUND - INTERCEPTED WRONG TAX	287.00
					Total :	287.00
158630	4/14/2020	119045 SAXE-CLIFFORD, PH.D., SUSAN	20-0320-1		PSYCHOLOGICAL EVALUATIONS	450.00
					Total :	450.00
158631	4/14/2020	111123 SCATES, JASMINE	RECEIPT#263/75331		REFUND - CLASS CANCELED DUE TO C	25.00
					Total :	25.00
158632	4/14/2020	111133 SCHAEFER, MICHAEL	RECEIPT#15/75577		REFUND - CLASS CANCELED DUE TO C	34.00
					Total :	34.00
158633	4/14/2020	108654 SECTRAN SECURITY INC.	20021711 20030655		ARMORED TRANSPORTATION SERVICE ARMORED TRANSPORTATION SERVICE	2,234.16 187.63
					Total :	2,421.79
158634	4/14/2020	108240 SECURITAS SECURITY SERVICES, USA, INC.	W6727260		SECURITY GUARD SERVICES - 2051 M	960.00
					Total :	960.00
158635	4/14/2020	110996 SEGOVIANO, MADISON	RECEIPT #183/75347		REFUND - YOUTH SOCCER	90.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158635	4/14/2020	110996 110996 SEGOVIANO, MADISON	(Continued)		Total :	90.00
158636	4/14/2020	111159 SELIG, RUBY	RECEIPT#225/75391		REFUND - CLASS CANCELED DUE TO I	50.00
					Total :	50.00
158637	4/14/2020	110676 SF MOBILE-VISION, INC	0349108		PD PROGRAM SUPPLIES	191.74
			0351119		PD PROGRAM SUPPLIES	173.47
					Total :	365.21
158638	4/14/2020	107006 SHAMROCK COMPANIES	2380663		STREET MAINT SUPPLIES	340.98
			2383034		EQUIPMENT MAINT SUPPLIES	29.59
					Total :	370.57
158639	4/14/2020	119233 SHERWIN-WILLIAMS CO.	0111-7		STREET MAINT SUPPLIES	10.83
			0176-0		STREET MAINT SUPPLIES	47.72
			0343-3		BLDG MAINT SUPPLIES	81.53
			0443-4		STREET MAINT SUPPLIES	37.14
			0470-4		STREET MAINT SUPPLIES	190.29
			0472-2		STREET MAINT SUPPLIES	146.68
					Total :	514.19
158640	4/14/2020	109918 SHIGE'S FOREIGN CAR SERVICE	78694		2015 FORD INTRCPTR #1462933 SERVI	348.78
			78764		2016 FORD INTERCEPTOR #1484145 S	706.51
			78819		2015 NISSN PATHFINDER SERVICE & R	478.32
			78820		2015 FORD INTRCPTR #1462932 BRAKI	376.42
			78832		2015 FORD EDGE #7LFA743 OIL & FILTI	34.44
			78847		2015 CHEVY TAHOE #7HED092 SERVIC	42.80
			78881		2018 NISSN FRONTIER #1529607 SERV	96.91
			78904		2016 FORD INTRCPTR #1488058 CHEC	112.23
			78905		2018 FORD INTRCTPR #1555072 OIL &	27.23
			78912		2014 FORD INTRCTPR #1442350 AIR	85.00
					Total :	2,308.64
158641	4/14/2020	119361 SMART & FINAL IRIS CO.	012319WT		ACCOUNT STATEMENT CREDIT	-39.60
			030320		ACCOUNT STATEMENT CREDIT	-8.75
			048486		SR BUREAU PROGRAM SUPPLIES	155.23
			048487		SR BUREAU PROGRAM SUPPLIES	37.20
			062645		SR BUREAU PROGRAM SUPPLIES	35.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158641	4/14/2020	119361 SMART & FINAL IRIS CO.	(Continued) 149639WT 3440427313		ACCOUNT STATEMENT CREDIT PW OFFICE SUPPLIES <b>Total :</b>	-1.19 202.55 <b>380.81</b>
158642	4/14/2020	111042 SMARTECH COMMUNICATIONS	BL #30072		REFUND - BUSINESS LICENSE OVERP <b>Total :</b>	50.00 <b>50.00</b>
158643	4/14/2020	110992 SMITH, CORINTHIA	RECEIPT# 14/75183		REFUND - YOUTH SOCCER <b>Total :</b>	45.00 <b>45.00</b>
158644	4/14/2020	111090 SMITH, LAQUITA	RECEIPT# 183/75241		REFUND - YOUTH SOCCER <b>Total :</b>	45.00 <b>45.00</b>
158645	4/14/2020	219522 SMITH, MICHAEL	01/12-01/20		VEHICLE COLLISION INVESTIGATION <b>Total :</b>	693.84 <b>693.84</b>
158646	4/14/2020	111019 SOLERA, MONICA	RECEIPT #262/75316		REFUND - YOUTH SOCCER <b>Total :</b>	45.00 <b>45.00</b>
158647	4/14/2020	619003 SOUTHERN CALIFORNIA EDISON	032120		LIGHT & POWER <b>Total :</b>	140,042.81 <b>140,042.81</b>
158648	4/14/2020	108238 SPARKLETTS	15638236 032720		DRINKING WATER FILTRATION SYSTEM <b>Total :</b>	57.00 <b>57.00</b>
158649	4/14/2020	109067 SPEAKWRITE	f2e95a40		TRANSCRIPTION SERVICES - MARCH <b>Total :</b>	436.78 <b>436.78</b>
158650	4/14/2020	104453 SPICERS PAPER, INC.	2416980		PD OFFICE SUPPLIES <b>Total :</b>	1,465.55 <b>1,465.55</b>
158651	4/14/2020	119548 ST. JOHN LUTHERAN CHURCH	MAY 2020		SENIOR CITIZENS DAY CARE <b>Total :</b>	900.00 <b>900.00</b>
158652	4/14/2020	119594 STANLEY PEST CONTROL	0320 COG 0320-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE - 2320 W 149	654.00 117.00



Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158652	4/14/2020	119594 119594 STANLEY PEST CONTROL	(Continued)		Total :	771.00
158653	4/14/2020	119010 STAPLES ADVANTAGE	3440336574		REC OFFICE SUPPLIES	70.39
			3440336575		REC OFFICE SUPPLIES	144.52
			3440662515		REC OFFICE SUPPLIES	78.65
			3442078096		SR. BUREAU OFFICE SUPPLIES	31.74
			3442078097		SR. BUREAU OFFICE SUPPLIES	7.44
					Total :	332.74
158654	4/14/2020	111152 SUA, PATRICIA	RECEIPT#183/75362		REFUND - CLASS CANCELED DUE TO I	36.00
					Total :	36.00
158655	4/14/2020	111062 TANAKA, ASAMI	RECEIPT# 183/75476		REFUND - JOHNSON SPRING DAY CAM	110.00
					Total :	110.00
158656	4/14/2020	100609 TANK SPECIALISTS OF CALIFORNIA	29578		CERTIFIED DESIGNATED OPERATOR S	189.75
			29615		CERTIFIED DESIGNATED OPERATOR S	189.75
					Total :	379.50
158657	4/14/2020	111022 TAPIA, SALVADOR	RECEIPT #225/75221		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158658	4/14/2020	111011 TAYLOR, JOHNNY	RECEIPT #183/75353		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158659	4/14/2020	106870 TENDER LOVING CARE CATERING, INC.	03/16-03/31/20	034-00411	SENIOR FEEDING PROGRAM	13,972.18
					Total :	13,972.18
158660	4/14/2020	120215 THOMPSON TROPHY MFG., INC.	60952		YOUTH SPORTS TROPHIES	1,156.32
					Total :	1,156.32
158661	4/14/2020	111024 THOMPSON, FELITA	RECEIPT# 183/75558		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158662	4/14/2020	123122 THOMSON REUTERS - WEST	6132796807		CA DESKTOP GOVT CODE FULL SET	206.96
					Total :	206.96
158663	4/14/2020	110735 THORNHILL ASSOCIATES	031120	037-09860	STRATEGIC CONSULTING AND FACILIT	3,000.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158663	4/14/2020	110735 110735 THORNHILL ASSOCIATES	(Continued)		Total :	3,000.00
158664	4/14/2020	109411 TITAN LEGAL SERVICES, INC.	SU300914-01-01		PROFESSIONAL SERVICES	88.50
			SU327439-01-01		PROFESSIONAL SERVICES	444.50
			SU327439-02-01		PROFESSIONAL SERVICES	100.20
			SU327439-06-01		PROFESSIONAL SERVICES	123.70
			SU327439-07-01		PROFESSIONAL SERVICES	123.70
			SU327439-08-01		PROFESSIONAL SERVICES	97.30
			SU327439-13-01		PROFESSIONAL SERVICES	88.50
			SU327439-15-01		PROFESSIONAL SERVICES	107.31
			SU327439-16-01		PROFESSIONAL SERVICES	97.30
			SU329144-01-01		PROFESSIONAL SERVICES	119.20
			SU329244-01-01		PROFESSIONAL SERVICES	267.20
			SU329244-03-01		PROFESSIONAL SERVICES	154.20
			SU329244-06-01		PROFESSIONAL SERVICES	152.84
			SU329244-11-01		PROFESSIONAL SERVICES	165.70
			SU330180-01-001		PROFESSIONAL SERVICES	129.96
			SU330180-02-01		PROFESSIONAL SERVICES	92.20
			SU330354-01-01		PROFESSIONAL SERVICES	263.67
			SU330354-02-01		PROFESSIONAL SERVICES	82.06
			SU330354-03-01		PROFESSIONAL SERVICES	142.20
					Total :	2,840.24
158665	4/14/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1176729		GTRANS AUTO PARTS	260.14
			1176839		GTRANS AUTO PARTS	1,166.87
			1177720	037-09916	GTRANS AUTO PARTS	10,748.75
			1177827		GTRANS AUTO PARTS	595.80
			1178064		GTRANS AUTO PARTS	119.43
			1178065		GTRANS AUTO PARTS	79.87
			11788523		GTRANS AUTO PARTS	1,568.05
			1179822		GTRANS AUTO PARTS	1,879.29
			1179827	037-09916	GTRANS AUTO PARTS	28,648.94
			1180235		GTRANS AUTO PARTS	105.20
			1183050		GTRANS AUTO PARTS	441.52
			CM1155590		GTRANS AUTO PARTS	-11,602.50
			CM1155590A	G	GTRANS AUTO PARTS	-10,089.00
			CM1157681		GTRANS AUTO PARTS	-82.88

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158665	4/14/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	(Continued) CM1172660 CM1177720		GTRANS AUTO PARTS GTRANS AUTO PARTS	-40.16 -3,000.00
Total :						20,799.32
158666	4/14/2020	111023 TORRES SR., RAYMOND	RECEIPT# 283/75268		REFUND - YOUTH SOCCER	45.00
Total :						45.00
158667	4/14/2020	111093 TORRES, IVONNE	RECEIPT# 14/75619		REFUND - YOUTH SOCCER	55.00
Total :						55.00
158668	4/14/2020	106018 TRANE U.S. INC.	7723680		BUS FACILITY MAINT SUPPLIES	1,204.87
Total :						1,204.87
158669	4/14/2020	105959 TRANSITTALENT.COM, LLC	1762003		LEGAL NOTICE- RFQ 2020-02: DESIGN	115.00
Total :						115.00
158670	4/14/2020	111079 TSUKUDA, IKUKO	RECEIPT#263/75134		REFUND - YOUTH SOCCER	55.00
Total :						55.00
158671	4/14/2020	111071 TUAZON, VINCENT	RECEIPT# 183/75371		REFUND - YOUTH SOCCER	90.00
Total :						90.00
158672	4/14/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	AYERS 03/23/20 CRESPO 02/24/20 FCC 03/23/20 JONES 03/23/20 PALMA 03/23/20 PD TRAINING 03/23/20 PD TRAINING2 3/23/20 PD TRAINING3 3/23/20 PD TRAINING4 3/23/20 PYNN 03/23/20 ROMERO 02/24/20 ROMERO 03/23/20 VERCELES 03/23/20 WARD 03/23/20		CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 01/23-02/24/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 01/23-02/24/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20 CAL CARD STATEMENT 02/25-03/23/20	232.68 934.08 3,987.33 938.86 67.19 332.87 1,335.78 1,447.81 1,289.31 177.97 537.19 496.85 6,833.30 581.04

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Voucher List  
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158672	4/14/2020	109900	109900 U.S. BANK CORPORATE PAYMENT, SYST (Continued)		Total :	19,192.26
158673	4/14/2020	111004 UKHUEGBE, TONNEKA	RECEIPT #283/75254		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158674	4/14/2020	121275 UNDERGROUND SERVICE ALERT, OF SC	220200283 dsb20190840		NEW TICKETS NEW TICKETS	117.25 59.19
					Total :	176.44
158675	4/14/2020	119825 UNITED ROTARY BRUSH CORP.	313389		PW SWEEPER SUPPLIES	1,699.50
					Total :	1,699.50
158676	4/14/2020	121407 UPS	649922110 03/14/20 914073120 03/21/20		SHIPPING SERVICE CHARGES SHIPPING SERVICE CHARGES	175.24 14.29
					Total :	189.53
158677	4/14/2020	110837 UTILITY SYSTEM SCIENCE AND, SOFTWARE	PERMIT #16398		PERMIT DEPOSIT REFUND - 1401 ROSI	1,000.00
					Total :	1,000.00
158678	4/14/2020	111107 VALDOVINOS, ARACELI	RECEIPT#14/75187		REFUND - CLASS CANCELED DUE TO I	17.00
					Total :	17.00
158679	4/14/2020	111003 VALENCIA, LETICIA	RECEIPT #183/75182		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158680	4/14/2020	110586 VARGAS, FLAVIO	030620		REIMBURSEMENT - SAMSUNG TABLET	224.49
					Total :	224.49
158681	4/14/2020	111104 VARGAS, NADIA	RECEIPT# 183/75202		REFUND - CLASS CANCELED DUE TO I	45.00
					Total :	45.00
158682	4/14/2020	111002 VAZQUEZ, EMMA	RECEIPT #183/75118		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158683	4/14/2020	111099 VEGA, MARISOL	RECEIPT# 263/75497		REFUND - YOUTH SOCCER	55.00
					Total :	55.00
158684	4/14/2020	122050 VERIZON WIRELESS	9850712054		BUS CELL PHONE SERVICE~	663.79

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158684	4/14/2020	122050 VERIZON WIRELESS	(Continued) 985095296		PW CELL PHONE SERVICE~	2,598.58
					Total :	3,262.37
158685	4/14/2020	103841 VILLAGE AUTO SPA	FEBRUARY 2020		CAR WASH	298.83
					Total :	298.83
158686	4/14/2020	111075 VILLALOBOS SR., ALFREDO	RECEIPT# 183/74986		REFUND - YOUTH SOCCER	45.00
					Total :	45.00
158687	4/14/2020	111141 VILLENA, JULIANA	RECEIPT#263/5456		REFUND - CLASS CANCELED DUE TO I	17.00
					Total :	17.00
158688	4/14/2020	108850 VOLLMER-GRAY ENGINEERING, LABORATOR	50952		PROFESSIONAL SERVICES	1,266.25
					Total :	1,266.25
158689	4/14/2020	109685 WALKER, DIETRA	MARCH 2020		MATH/READING INSTRUCTOR	175.50
					Total :	175.50
158690	4/14/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S115085762 S115085762.002 S115110498 S115111717		SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES SIGNS/SIGNALS SUPPLIES	1,121.59 196.16 74.23 77.59
					Total :	1,469.57
158691	4/14/2020	111058 WANG, QIONG	RECEIPT# 225/75380		REFUND - FREEMAN SPRING DAY CAM	110.00
					Total :	110.00
158692	4/14/2020	101903 WATER TECHNIQUES	76519		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
158693	4/14/2020	100107 WAYNE ELECTRIC CO.	194983		GTRANS AUTO PARTS	339.45
					Total :	339.45
158694	4/14/2020	111165 WEST CENTURY INGLEWOOD PLAZA, LLC	PERMIT #50018-0538		PERMIT DEPOSIT REFUND - 1740 W. G.	5,000.00
					Total :	5,000.00
158695	4/14/2020	123154 WEST COAST ARBORISTS, INC.	158037	024-00594	TREE TRIMMING SERVICES FY 2020	4,389.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158695	4/14/2020	123154 123154 WEST COAST ARBORISTS, INC.	(Continued)		Total :	4,389.00
158696	4/14/2020	110370 WESTERN COLLISION CENTER, INC	1029	035-00988	2018 FORD EXPLR #1554674 BODY REI	2,724.18
					Total :	2,724.18
158697	4/14/2020	123050 WILLIAMS SCOTSMAN, INC.	7565814	035-00936	MODULAR BUILDING RENTAL CPX-804	2,637.37
			7615794		SERVICE CALL - REPAIRED HVAC	585.00
			7648383	035-00936	LEASE AGREEMENT FOR MODULAR BI	3,296.72
					Total :	6,519.09
158698	4/14/2020	111132 WINGE, VICTORIA	RECEIPT#183/75090		REFUND - CLASS CANCELED DUE TO C	75.00
					Total :	75.00
158699	4/14/2020	125001 YAMADA COMPANY, INC.	78818		PARK MAINT SUPPLIES	135.62
					Total :	135.62
158700	4/14/2020	111108 YEUNG, ELOISA	RECEIPT#183/75194		REFUND - CLASS CANCELED DUE TO C	17.00
					Total :	17.00
158701	4/14/2020	103601 YINCOM	6657		CD COMPUTER PARTS	279.23
			6658		COMPUTER REPLACEMENT PARTS	100.63
			6659		COMPUTER REPLACEMENT PARTS	630.67
			6660		IT COMPUTER PARTS	273.70
			6662		PD COMPUTER PARTS	53.60
			6663		IT COMPUTER PARTS	252.03
			6667		COMPUTER REPLACEMENT PARTS	107.20
					Total :	1,697.06
158702	4/14/2020	111102 YOO, RACHEL	01/05-01/14		PROCUREMENT WORKSHOP - PER DI	250.00
					Total :	250.00
158703	4/14/2020	107173 ZAMUDIO, JOSE	031720		WINTER 2019	980.00
					Total :	980.00
158704	4/14/2020	104315 ZAP MANUFACTURING, INC.	3440		SIGNS/SIGNALS SUPPLIES	480.65
					Total :	480.65
158705	4/14/2020	126122 ZEP SALES & SERVICE	9005035436		BUS SHOP SUPPLIES	218.61

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Voucher List  
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158705	4/14/2020	126122	126122 ZEP SALES & SERVICE		(Continued)	Total : 218.61
358	Vouchers for bank code : usb					Bank total : 1,738,320.58
358	Vouchers in this report					Total vouchers : 1,738,320.58

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 37 inclusive of the check register are accurate and funds are available for payment thereof.

By:   
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 37 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	04/14/20
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date



# CITY OF GARDENA



## INVESTMENT REPORT **December 2019**

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



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# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

DECEMBER 1, 2019 THROUGH DECEMBER 31, 2019

**Chandler Team:**

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*

## Portfolio Summary

As of December 31, 2019



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.98
Average Coupon	2.09%
Average Purchase YTM	1.94%
Average Market YTM	1.80%
Average S&P/Moody Rating	AA-/Aa2
Average Final Maturity	1.14 yrs
Average Life	1.02 yrs

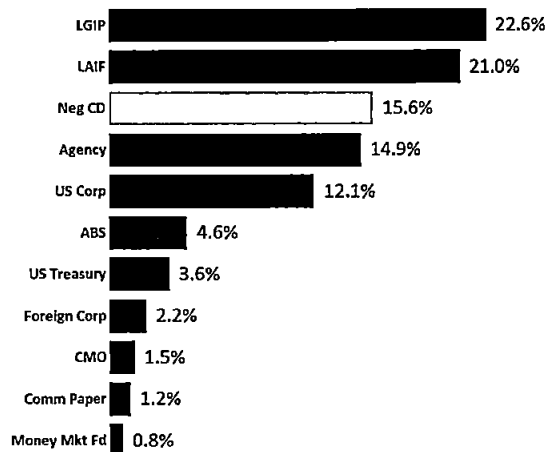
## ACCOUNT SUMMARY

	Beg. Values as of 11/30/19	End Values as of 12/31/19
Market Value	28,585,430	28,613,283
Accrued Interest	83,157	106,833
Total Market Value	28,668,587	28,720,117
Income Earned	47,040	49,031
Cont/WD		
Par	22,618,350	22,623,983
Book Value	28,485,956	28,511,259
Cost Value	28,485,394	28,511,824

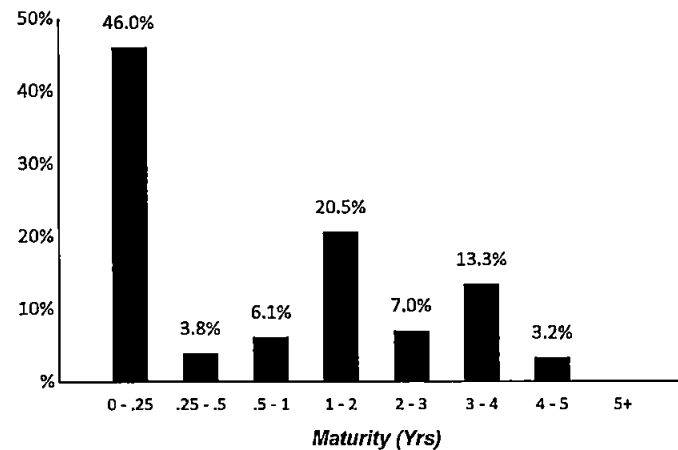
## TOP ISSUERS

CalTrust	22.6%
Local Agency Investment Fund	21.0%
Federal Home Loan Mortgage Corp	6.2%
Federal Home Loan Bank	5.4%
Federal National Mortgage Assoc	4.8%
Government of United States	3.6%
John Deere ABS	1.9%
American Express Credit	1.8%
<b>Total</b>	<b>67.1%</b>

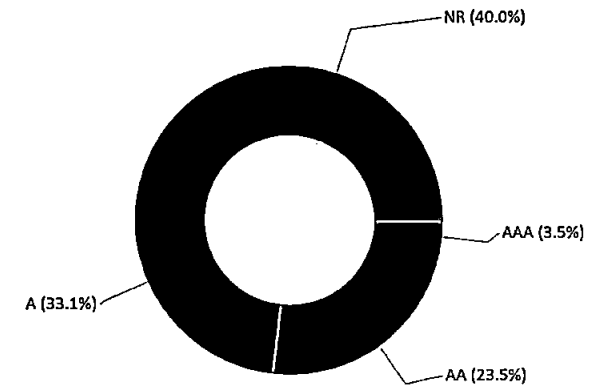
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	112,071.09	02/19/2019 2.77%	112,063.88 112,066.25	100.39 1.91%	112,506.36 111.29	0.39% 440.11	NR / AAA AAA	1.72 0.45
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	96,010.72	02/06/2019 2.91%	95,031.86 95,358.48	99.91 2.11%	95,925.12 77.66	0.33% 566.64	Aaa / NR AAA	1.79 0.31
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	165,833.93	02/05/2019 3.14%	163,871.13 164,469.46	99.99 1.97%	165,809.69 115.58	0.58% 1,340.23	Aaa / AAA NR	2.05 0.51
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	200,000.00	10/30/2019 2.18%	200,281.25 200,262.46	100.22 2.03%	200,432.60 202.67	0.70% 170.14	Aaa / NR AAA	2.38 0.83
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	175,000.00	08/29/2019 1.98%	178,739.26 178,380.66	101.72 1.92%	178,007.03 247.33	0.62% (373.63)	Aaa / AAA NR	3.21 1.33
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	250,000.00	08/27/2019 1.87%	255,205.08 254,746.24	101.44 1.98%	253,608.00 323.33	0.88% (1,138.24)	Aaa / NR AAA	3.55 1.51
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,000.00	08/20/2019 1.79%	114,999.05 114,999.16	99.77 1.89%	114,738.95 90.98	0.40% (260.21)	Aaa / AAA NR	3.62 2.16
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,994.15	99.91 1.99%	79,924.48 47.42	0.28% (69.67)	NR / AAA AAA	4.31 2.19
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	120,000.00	10/16/2019 1.94%	119,993.66 119,993.92	100.04 1.92%	120,047.64 102.93	0.42% 53.72	Aaa / AAA NR	4.54 2.45
<b>Total ABS</b>		<b>1,313,915.74</b>	<b>2.25%</b>	<b>1,320,179.00</b> <b>1,320,270.78</b>	<b>1.97%</b>	<b>1,320,999.87</b> <b>1,319.19</b>	<b>4.60%</b> <b>729.09</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.00</b> <b>1.26</b>

<b>AGENCY</b>									
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	500,000.00	10/06/2015 1.70%	500,000.00 500,000.00	100.00 1.53%	500,022.00 1,700.00	1.75% 22.00	Aaa / AA+ AAA	0.80 0.05
3134G95L7	FHLMC Callable Note Qtrly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	99.46 1.93%	994,621.00 5,600.00	3.48% (5,379.00)	Aaa / AA+ AAA	1.65 1.61
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	99.43 1.85%	994,300.00 5,250.00	3.48% (5,700.00)	Aaa / AA+ AAA	1.65 1.61



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	320,000.00	12/19/2019 1.68%	319,654.40 319,660.07	100.04 1.60%	320,129.60 158.89	1.12% 469.53	Aaa / AA+ AAA	1.97 1.93
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 354,729.36	101.54 1.60%	355,395.25 3,879.17	1.25% 665.89	Aaa / AA+ AAA	2.04 1.96
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 354,345.03	103.34 1.67%	361,676.35 2,967.71	1.27% 7,331.32	Aaa / AA+ NR	3.19 3.03
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 365,582.38	104.39 1.65%	365,349.95 3,046.70	1.28% (232.43)	Aaa / AA+ AAA	3.70 3.48
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 371,839.24	106.23 1.73%	371,796.60 754.69	1.30% (42.64)	Aaa / AA+ AAA	3.94 3.69
<b>Total Agency</b>		<b>4,220,000.00</b>	<b>1.68%</b>	<b>4,269,592.40</b> <b>4,266,156.08</b>	<b>1.75%</b>	<b>4,263,290.75</b> <b>23,357.16</b>	<b>14.93%</b> <b>(2,865.33)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.11</b> <b>1.94</b>
<b>CMO</b>									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	135,000.00	06/26/2019 2.09%	138,701.95 138,102.07	102.11 2.12%	137,845.40 347.63	0.48% (256.67)	Aaa / NR NR	2.65 2.33
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 1.30%	285,881.84 284,645.09	104.03 2.00%	286,069.03 151.71	1.00% 1,423.94	NR / NR AAA	3.40 3.14
<b>Total CMO</b>		<b>410,000.00</b>	<b>1.56%</b>	<b>424,583.79</b> <b>422,747.16</b>	<b>2.04%</b>	<b>423,914.43</b> <b>499.34</b>	<b>1.48%</b> <b>1,167.27</b>	<b>Aaa / NR</b> <b>AAA</b>	<b>3.16</b> <b>2.88</b>
<b>COMMERCIAL PAPER</b>									
62479LDV4	MUFG Bank Ltd Discount CP 1.89% Due 4/29/2020	350,000.00	11/22/2019 1.93%	347,078.38 347,813.38	99.38 1.93%	347,813.38 0.00	1.21% 0.00	P-1 / A-1 NR	0.33 0.33
<b>Total Commercial Paper</b>		<b>350,000.00</b>	<b>1.93%</b>	<b>347,078.38</b> <b>347,813.38</b>	<b>1.93%</b>	<b>347,813.38</b> <b>0.00</b>	<b>1.21%</b> <b>0.00</b>	<b>Aaa / AA</b> <b>NR</b>	<b>0.33</b> <b>0.33</b>
<b>FOREIGN CORPORATE</b>									
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	03/06/2019 2.86%	198,710.00 199,274.73	100.72 1.80%	201,439.60 2,250.00	0.71% 2,164.87	Aa2 / AA- AA	1.05 1.02
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	200,000.00	05/15/2019 2.97%	204,780.00 204,034.85	104.33 2.27%	208,657.00 720.00	0.73% 4,622.15	A2 / A A+	3.40 3.19

## Holdings Report

As of December 31, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>FOREIGN CORPORATE</b>									
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	07/16/2019 2.49%	206,600.00 205,950.88	104.72 2.07%	209,431.40 1,986.11	0.74% 3,480.52	Aa3 / A AA-	4.20 3.89
<b>Total Foreign Corporate</b>		<b>600,000.00</b>	<b>2.77%</b>	<b>610,090.00 609,260.46</b>	<b>2.05%</b>	<b>619,528.00 4,956.11</b>	<b>2.17% 10,267.54</b>	<b>A1 / A+ AA-</b>	<b>2.90 2.72</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	5,989,981.06	Various 2.03%	5,989,981.06 5,989,981.06	1.00 2.03%	5,989,981.06 28,773.11	20.96% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>5,989,981.06</b>	<b>2.03%</b>	<b>5,989,981.06 5,989,981.06</b>	<b>2.03%</b>	<b>5,989,981.06 28,773.11</b>	<b>20.96% 0.00</b>	<b>NR / NR NR</b>	<b>0.00 0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$05	CalTrust Medium Term Fund	641,872.72	Various 1.73%	6,454,970.73 6,454,970.73	10.09 1.73%	6,476,495.80 0.00	22.55% 21,525.07	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>641,872.72</b>	<b>1.73%</b>	<b>6,454,970.73 6,454,970.73</b>	<b>1.73%</b>	<b>6,476,495.80 0.00</b>	<b>22.55% 21,525.07</b>	<b>NR / A+ NR</b>	<b>0.00 0.00</b>
<b>MONEY MARKET FUND FI</b>									
31846V203	First American Govt Obligation Fund Class Y	222,213.40	Various 1.20%	222,213.40 222,213.40	1.00 1.20%	222,213.40 0.00	0.77% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>222,213.40</b>	<b>1.20%</b>	<b>222,213.40 222,213.40</b>	<b>1.20%</b>	<b>222,213.40 0.00</b>	<b>0.77% 0.00</b>	<b>Aaa / AAA AAA</b>	<b>0.00 0.00</b>
<b>NEGOTIABLE CD</b>									
63969ABR4	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	248,000.00	03/31/2016 1.20%	248,000.00 248,000.00	100.00 1.17%	248,002.98 138.61	0.86% 2.98	NR / NR NR	0.04 0.04

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015 1.54%	248,000.00 248,000.00	99.98 1.64%	247,960.07 568.70	0.87% (39.93)	NR / NR NR	0.18 0.18
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	100.10 1.70%	250,253.50 753.42	0.87% 253.50	NR / NR NR	0.35 0.35
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	100.12 1.65%	250,312.25 671.23	0.87% 312.25	NR / NR NR	0.37 0.36
684000\$09	Opus Bank Collateralized CD 0.25% Due 6/28/2020	250,000.00	06/28/2019 0.25%	250,000.00 250,000.00	100.00 0.25%	250,000.00 10.26	0.87% 0.00	NR / NR NR	0.49 0.49
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017 1.94%	250,000.00 250,000.00	100.20 1.65%	250,510.25 1,562.67	0.88% 510.25	NR / NR NR	0.69 0.68
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017 1.90%	250,000.00 250,000.00	100.18 1.65%	250,438.50 1,405.48	0.88% 438.50	NR / NR NR	0.71 0.70
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015 2.20%	248,000.00 248,000.00	100.45 1.60%	249,106.82 1,390.16	0.87% 1,106.82	NR / NR NR	0.75 0.74
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015 2.25%	248,000.00 248,000.00	100.45 1.65%	249,106.33 1,421.75	0.87% 1,106.33	NR / NR NR	0.75 0.74
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	100.49 1.75%	246,190.70 571.22	0.86% 1,190.70	NR / NR NR	0.90 0.89
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	100.04 1.67%	248,088.29 1,593.99	0.87% 88.29	NR / NR NR	1.13 1.11
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	100.24 1.29%	248,600.41 315.95	0.87% 600.41	NR / NR NR	1.16 1.14
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	100.09 1.67%	248,228.41 1,498.19	0.87% 228.41	NR / NR NR	1.17 1.14
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	100.28 1.47%	248,699.86 1,004.91	0.87% 699.86	NR / NR NR	1.27 1.24
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	100.29 1.18%	248,713.74 161.71	0.87% 713.74	NR / NR NR	1.29 1.28
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	99.87 1.64%	247,685.78 31.59	0.86% (314.22)	NR / NR NR	1.50 1.47

## Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	99.58 1.79%	246,966.83 905.71	0.86% (1,033.17)	NR / NR NR	1.77 1.73
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	100.68 1.72%	249,679.46 1,852.53	0.88% 1,679.46	NR / NR NR	2.13 2.06
<b>Total Negotiable CD</b>		<b>4,471,000.00</b>	<b>1.71%</b>	<b>4,471,000.00</b>	<b>1.51%</b>	<b>4,478,544.18</b> <b>15,858.08</b>	<b>15.65%</b> <b>7,544.18</b>	<b>NR / NR</b> <b>NR</b>	<b>0.92</b> <b>0.91</b>
<b>US CORPORATE</b>									
06051GFW4	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	04/25/2019 2.69%	199,750.00 199,835.64	100.92 1.91%	201,832.40 1,050.00	0.71% 1,996.76	A2 / A- A+	1.30 1.27
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	04/30/2019 2.64%	197,280.00 198,167.27	100.21 1.80%	200,414.60 455.00	0.70% 2,247.33	A1 / A AA-	1.38 1.36
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	04/25/2019 2.66%	202,274.00 201,497.13	101.95 1.73%	203,901.60 722.22	0.71% 2,404.47	A2 / A A	1.39 1.28
02665WBF7	American Honda Finance Note 1.65% Due 7/12/2021	200,000.00	07/30/2019 2.26%	197,692.00 198,191.20	99.77 1.80%	199,538.40 1,549.17	0.70% 1,347.20	A2 / A NR	1.53 1.49
69371RP42	Paccar Financial Corp Note 3.15% Due 8/9/2021	200,000.00	04/24/2019 2.74%	201,814.00 201,271.54	102.10 1.82%	204,202.00 2,485.00	0.72% 2,930.46	A1 / A+ NR	1.61 1.55
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	200,000.00	05/16/2019 2.73%	198,108.00 198,630.73	100.25 1.89%	200,492.80 1,734.00	0.70% 1,862.07	A2 / A- AA-	1.62 0.61
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	200,000.00	04/11/2019 2.66%	196,464.00 197,508.00	100.21 1.77%	200,419.00 1,118.89	0.70% 2,911.00	A1 / A+ A	1.71 1.59
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50 247,731.43	101.41 1.92%	253,518.50 2,442.71	0.89% 5,787.07	A2 / A A+	2.13 1.97
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00 200,237.74	102.26 1.87%	204,524.40 760.00	0.71% 4,286.66	A2 / A NR	2.37 2.28
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20 300,115.81	100.85 1.82%	307,584.27 2,058.33	1.08% 7,468.46	A2 / A A	2.69 2.58
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00 199,882.29	102.05 2.00%	204,092.80 2,550.00	0.72% 4,210.51	Aa3 / AA- A+	3.03 2.86





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US CORPORATE</b>									
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00 203,238.73	101.66 1.82%	203,321.80 2,240.00	0.72% 83.07	Aa1 / AA+ NR	3.04 2.81
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	200,000.00	04/29/2019 3.00%	200,338.00 200,254.85	102.06 2.04%	204,127.20 2,676.85	0.72% 3,872.35	A2 / A- A+	3.07 1.97
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 197,557.56	101.71 1.87%	203,412.80 773.33	0.71% 5,855.24	Aa1 / AA+ NR	3.34 3.19
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 255,686.72	104.48 2.06%	261,208.50 3,706.94	0.92% 5,521.78	A1 / AA- AA-	3.56 3.24
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 195,237.53	101.02 1.89%	202,046.60 1,650.00	0.71% 6,809.07	A1 / A AA-	3.63 3.29
<b>Total US Corporate</b>		<b>3,405,000.00</b>	<b>2.69%</b>	<b>3,390,865.70 3,395,044.17</b>	<b>1.88%</b>	<b>3,454,637.67 27,972.44</b>	<b>12.13% 59,593.50</b>	<b>A1 / A+ A+</b>	<b>2.37 2.12</b>
<b>US TREASURY</b>									
912828M80	US Treasury Note 2% Due 11/30/2022	110,000.00	09/12/2019 1.63%	111,284.76 111,164.38	101.13 1.60%	111,241.79 192.35	0.39% 77.41	Aaa / AA+ AAA	2.92 2.82
912828VB3	US Treasury Note 1.75% Due 5/15/2023	250,000.00	12/16/2019 1.69%	250,517.58 250,511.34	100.39 1.63%	250,966.75 564.90	0.88% 455.41	Aaa / AA+ AAA	3.37 3.26
912828T26	US Treasury Note 1.375% Due 9/30/2023	140,000.00	04/11/2019 2.31%	134,471.09 135,365.47	99.00 1.65%	138,605.46 489.14	0.48% 3,239.99	Aaa / AA+ AAA	3.75 3.62
912828V80	US Treasury Note 2.25% Due 1/31/2024	200,000.00	11/26/2019 1.59%	205,304.69 205,183.02	102.32 1.66%	204,632.80 1,883.15	0.72% (550.22)	Aaa / AA+ AAA	4.09 3.86

## Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 309,577.39	103.47 1.67%	310,418.10 968.41	1.08% 840.71	Aaa / AA+ AAA	4.38 4.13
<b>Total US Treasury</b>		<b>1,000,000.00</b>	<b>1.76%</b>	<b>1,011,269.53</b> <b>1,011,801.60</b>	<b>1.65%</b>	<b>1,015,864.90</b> <b>4,097.95</b>	<b>3.55%</b> <b>4,063.30</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>3.83</b> <b>3.65</b>
<b>TOTAL PORTFOLIO</b>		<b>22,623,982.92</b>	<b>1.94%</b>	<b>28,511,823.99</b> <b>28,511,258.82</b>	<b>1.80%</b>	<b>28,613,283.44</b> <b>106,833.38</b>	<b>100.00%</b> <b>102,024.62</b>	<b>Aa2 / AA-</b> <b>AA+</b>	<b>1.14</b> <b>0.98</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>28,720,116.82</b>			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	12/01/2019	31846V203	305.75	First American Govt Obligation Fund Class Y	1.000	1.26%	305.75	0.00	305.75	0.00
Purchase	12/02/2019	31846V203	395.75	First American Govt Obligation Fund Class Y	1.000	1.26%	395.75	0.00	395.75	0.00
Purchase	12/08/2019	31846V203	5,906.25	First American Govt Obligation Fund Class Y	1.000	1.26%	5,906.25	0.00	5,906.25	0.00
Purchase	12/10/2019	31846V203	750,000.00	First American Govt Obligation Fund Class Y	1.000	1.26%	750,000.00	0.00	750,000.00	0.00
Purchase	12/13/2019	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	103.230	1.74%	309,691.41	576.92	310,268.33	0.00
Purchase	12/15/2019	31846V203	529.97	First American Govt Obligation Fund Class Y	1.000	1.26%	529.97	0.00	529.97	0.00
Purchase	12/16/2019	31846V203	170.58	First American Govt Obligation Fund Class Y	1.000	1.26%	170.58	0.00	170.58	0.00
Purchase	12/16/2019	31846V203	380.00	First American Govt Obligation Fund Class Y	1.000	1.26%	380.00	0.00	380.00	0.00
Purchase	12/16/2019	31846V203	463.75	First American Govt Obligation Fund Class Y	1.000	1.26%	463.75	0.00	463.75	0.00
Purchase	12/16/2019	31846V203	193.00	First American Govt Obligation Fund Class Y	1.000	1.26%	193.00	0.00	193.00	0.00
Purchase	12/16/2019	31846V203	606.25	First American Govt Obligation Fund Class Y	1.000	1.26%	606.25	0.00	606.25	0.00
Purchase	12/16/2019	31846V203	8,539.17	First American Govt Obligation Fund Class Y	1.000	1.26%	8,539.17	0.00	8,539.17	0.00
Purchase	12/16/2019	31846V203	13,789.49	First American Govt Obligation Fund Class Y	1.000	1.26%	13,789.49	0.00	13,789.49	0.00
Purchase	12/17/2019	31846V203	248,000.00	First American Govt Obligation Fund Class Y	1.000	1.26%	248,000.00	0.00	248,000.00	0.00
Purchase	12/17/2019	31846V203	2,486.79	First American Govt Obligation Fund Class Y	1.000	1.26%	2,486.79	0.00	2,486.79	0.00
Purchase	12/17/2019	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	100.207	1.69%	250,517.58	384.62	250,902.20	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	12/18/2019	31846V203	10,638.08	First American Govt Obligation Fund Class Y	1.000	1.26%	10,638.08	0.00	10,638.08	0.00
Purchase	12/20/2019	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	99.892	1.68%	319,654.40	0.00	319,654.40	0.00
Purchase	12/20/2019	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	1.26%	129.33	0.00	129.33	0.00
Purchase	12/26/2019	31846V203	347.63	First American Govt Obligation Fund Class Y	1.000	1.26%	347.63	0.00	347.63	0.00
Purchase	12/26/2019	31846V203	758.54	First American Govt Obligation Fund Class Y	1.000	1.26%	758.54	0.00	758.54	0.00
Purchase	12/29/2019	31846V203	1,927.27	First American Govt Obligation Fund Class Y	1.000	1.26%	1,927.27	0.00	1,927.27	0.00
Purchase	12/31/2019	09CATR\$05	1,129.17	CalTrust Medium Term Fund	10.090	1.73%	11,393.32	0.00	11,393.32	0.00
<b>Subtotal</b>			<b>1,916,696.77</b>				<b>1,936,824.31</b>	<b>961.54</b>	<b>1,937,785.85</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>1,916,696.77</b>				<b>1,936,824.31</b>	<b>961.54</b>	<b>1,937,785.85</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Sale	12/13/2019	31846V203	310,268.33	First American Govt Obligation Fund Class Y	1.000	1.26%	310,268.33	0.00	310,268.33	0.00
Sale	12/17/2019	31846V203	250,902.20	First American Govt Obligation Fund Class Y	1.000	1.26%	250,902.20	0.00	250,902.20	0.00
Sale	12/20/2019	31846V203	319,654.40	First American Govt Obligation Fund Class Y	1.000	1.26%	319,654.40	0.00	319,654.40	0.00
<b>Subtotal</b>			<b>880,824.93</b>				<b>880,824.93</b>	<b>0.00</b>	<b>880,824.93</b>	<b>0.00</b>
Paydown	12/16/2019	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	170.58	170.58	0.00

## Transaction Ledger

As of December 31, 2019



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	12/16/2019	477870AB5	0.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	100.000		0.00	380.00	380.00	0.00
Paydown	12/16/2019	47788BAD6	8,380.84	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		8,380.84	158.33	8,539.17	0.00
Paydown	12/16/2019	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	606.25	606.25	0.00
Paydown	12/16/2019	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	193.00	193.00	0.00
Paydown	12/16/2019	89231PAD0	0.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		0.00	463.75	463.75	0.00
Paydown	12/16/2019	89238KAD4	13,501.06	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		13,501.06	288.43	13,789.49	0.00
Paydown	12/18/2019	43814WAB1	10,357.51	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		10,357.51	280.57	10,638.08	0.00
Paydown	12/20/2019	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	129.33	129.33	0.00
Paydown	12/26/2019	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.54	758.54	0.00
Paydown	12/26/2019	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	347.63	347.63	0.00
<b>Subtotal</b>			<b>32,239.41</b>				<b>32,239.41</b>	<b>3,776.41</b>	<b>36,015.82</b>	<b>0.00</b>
Maturity	12/10/2019	912796WH8	750,000.00	US Treasury Bill 1.565% Due 12/10/2019	100.000		750,000.00	0.00	750,000.00	0.00
Maturity	12/17/2019	063248EY0	248,000.00	Bank Leumi USA NY Negotiable CD 2% Due 12/17/2019	100.000		248,000.00	0.00	248,000.00	0.00
<b>Subtotal</b>			<b>998,000.00</b>				<b>998,000.00</b>	<b>0.00</b>	<b>998,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>1,911,064.34</b>				<b>1,911,064.34</b>	<b>3,776.41</b>	<b>1,914,840.75</b>	<b>0.00</b>



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	12/01/2019	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.000		305.75	0.00	305.75	0.00
Interest	12/08/2019	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		5,906.25	0.00	5,906.25	0.00
Interest	12/15/2019	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.000		285.37	0.00	285.37	0.00
Interest	12/15/2019	63969ABR4	248,000.00	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	0.000		244.60	0.00	244.60	0.00
Interest	12/17/2019	063248EY0	248,000.00	Bank Leumi USA NY Negotiable CD 2% Due 12/17/2019	0.000		2,486.79	0.00	2,486.79	0.00
Interest	12/26/2019	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.000		51.31	0.00	51.31	0.00
Interest	12/29/2019	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.000		1,927.27	0.00	1,927.27	0.00
<b>Subtotal</b>			<b>1,840,000.00</b>				<b>11,207.34</b>	<b>0.00</b>	<b>11,207.34</b>	<b>0.00</b>
Dividend	12/02/2019	31846V203	56,676.48	First American Govt Obligation Fund Class Y	0.000		395.75	0.00	395.75	0.00
Dividend	12/31/2019	09CATR\$05	640,743.56	CalTrust Medium Term Fund	0.000		11,393.32	0.00	11,393.32	0.00
<b>Subtotal</b>			<b>697,420.04</b>				<b>11,789.07</b>	<b>0.00</b>	<b>11,789.07</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>2,537,420.04</b>				<b>22,996.41</b>	<b>0.00</b>	<b>22,996.41</b>	<b>0.00</b>

## Income Earned

As of December 31, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
02665WBF7	American Honda Finance Note 1.65% Due 07/12/2021	07/30/2019 07/31/2019 200,000.00	198,090.71 0.00 0.00 198,191.20	1,274.17 0.00 1,549.17 275.00	100.49 0.00 100.49 375.49	375.49
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	197,495.39 0.00 0.00 197,557.56	373.33 0.00 773.33 400.00	62.17 0.00 62.17 462.17	462.17
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 01/13/2023	11/21/2019 11/25/2019 200,000.00	203,331.96 0.00 0.00 203,238.73	1,840.00 0.00 2,240.00 400.00	0.00 93.23 (93.23) 306.77	306.77
06051GFW4	Bank of America Corp Note 2.625% Due 04/19/2021	04/25/2019 04/29/2019 200,000.00	199,824.90 0.00 0.00 199,835.64	612.50 0.00 1,050.00 437.50	10.74 0.00 10.74 448.24	448.24
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	195,125.94 0.00 0.00 195,237.53	1,283.33 0.00 1,650.00 366.67	111.59 0.00 111.59 478.26	478.26
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	299,961.47 0.00 0.00 300,115.81	1,511.87 0.00 2,058.33 546.46	154.34 0.00 154.34 700.80	700.80
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	372,310.37 0.00 0.00 371,839.24	5,676.56 5,906.25 754.69 984.38	0.00 471.13 (471.13) 513.25	513.25
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	10/06/2015 10/06/2015 500,000.00	500,000.00 0.00 0.00 500,000.00	991.67 0.00 1,700.00 708.33	0.00 0.00 0.00 708.33	708.33
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	354,460.75 0.00 0.00 354,345.03	2,165.63 0.00 2,967.71 802.08	0.00 115.72 (115.72) 686.36	686.36



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	12/19/2019 12/20/2019 320,000.00	0.00 319,654.40 0.00 319,660.07	0.00 0.00 158.89 158.89	5.67 0.00 5.67 164.56	164.56
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 08/25/2021	08/04/2016 08/04/2016 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	4,266.67 0.00 5,600.00 1,333.33	0.00 0.00 0.00 1,333.33	1,333.33
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	365,940.19 0.00 0.00 365,582.38	2,208.16 0.00 3,046.70 838.54	0.00 357.81 (357.81) 480.73	480.73
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 08/25/2021	08/04/2016 08/04/2016 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	4,000.00 0.00 5,250.00 1,250.00	0.00 0.00 0.00 1,250.00	1,250.00
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	284,886.22 0.00 0.00 284,645.09	151.71 758.54 151.71 758.54	0.00 241.13 (241.13) 517.41	517.41
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	06/26/2019 06/28/2019 135,000.00	138,201.51 0.00 0.00 138,102.07	347.63 347.63 347.63 347.63	0.00 99.44 (99.44) 248.19	248.19
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	354,926.68 0.00 0.00 354,729.36	3,186.46 0.00 3,879.17 692.71	0.00 197.32 (197.32) 495.39	495.39
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 200,000.00	204,135.72 0.00 0.00 204,034.85	120.00 0.00 720.00 600.00	0.00 100.87 (100.87) 499.13	499.13
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 09/20/2021	02/19/2019 02/27/2019 112,071.09	122,423.05 0.00 10,357.51 112,066.25	121.58 280.57 111.29 270.28	0.71 0.00 0.71 270.99	270.99





CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 115,000.00	114,999.13 0.00 0.00 114,999.16	90.98 170.58 90.98 170.58	0.03 0.00 0.03 170.61	170.61
459200JX0	IBM Corp Note 2.85% Due 05/13/2022	05/16/2019 05/20/2019 200,000.00	200,246.28 0.00 0.00 200,237.74	285.00 0.00 760.00 475.00	0.00 8.54 (8.54) 466.46	466.46
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 08/15/2021	05/16/2019 05/20/2019 200,000.00	198,559.03 0.00 0.00 198,630.73	1,351.50 0.00 1,734.00 382.50	71.70 0.00 71.70 454.20	454.20
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 05/16/2022	10/30/2019 10/31/2019 200,000.00	200,271.85 0.00 0.00 200,262.46	202.67 380.00 202.67 380.00	0.00 9.39 (9.39) 370.61	370.61
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	02/06/2019 02/08/2019 96,010.72	103,648.72 0.00 8,380.84 95,358.48	84.44 158.33 77.66 151.55	90.60 0.00 90.60 242.15	242.15
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 250,000.00	254,860.03 0.00 0.00 254,746.24	323.33 606.25 323.33 606.25	0.00 113.79 (113.79) 492.46	492.46
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 120,000.00	119,993.80 0.00 0.00 119,993.92	102.93 193.00 102.93 193.00	0.12 0.00 0.12 193.12	193.12
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	04/11/2019 04/15/2019 200,000.00	197,384.00 0.00 0.00 197,508.00	802.22 0.00 1,118.89 316.67	124.00 0.00 124.00 440.67	440.67
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	247,641.04 0.00 0.00 247,731.43	1,895.83 0.00 2,442.71 546.88	90.39 0.00 90.39 637.27	637.27



CU\$IP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RP42	Paccar Financial Corp Note 3.15% Due 08/09/2021	04/24/2019 04/26/2019 200,000.00	201,338.80 0.00 0.00 201,271.54	1,960.00 0.00 2,485.00 525.00	0.00 67.26 (67.26) 457.74	457.74
78012KKU0	Royal Bank of Canada Note 2.5% Due 01/19/2021	03/06/2019 03/08/2019 200,000.00	199,216.18 0.00 0.00 199,274.73	1,833.33 0.00 2,250.00 416.67	58.55 0.00 58.55 475.22	475.22
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 05/21/2021	04/25/2019 04/29/2019 200,000.00	201,594.63 0.00 0.00 201,497.13	180.56 0.00 722.22 541.66	0.00 97.50 (97.50) 444.16	444.16
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	04/30/2019 05/02/2019 200,000.00	198,054.55 0.00 0.00 198,167.27	130.00 0.00 455.00 325.00	112.72 0.00 112.72 437.72	437.72
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	07/16/2019 07/18/2019 200,000.00	206,071.38 0.00 0.00 205,950.88	1,444.44 0.00 1,986.11 541.67	0.00 120.50 (120.50) 421.17	421.17
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 175,000.00	178,470.31 0.00 0.00 178,380.66	247.33 463.75 247.33 463.75	0.00 89.65 (89.65) 374.10	374.10
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 01/11/2023	04/25/2019 04/29/2019 200,000.00	199,878.99 0.00 0.00 199,882.29	2,100.00 0.00 2,550.00 450.00	3.30 0.00 3.30 453.30	453.30
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 01/18/2022	02/05/2019 02/07/2019 165,833.93	177,798.27 0.00 13,501.06 164,469.46	124.99 288.43 115.58 279.02	172.25 0.00 172.25 451.27	451.27
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	255,825.64 0.00 0.00 255,686.72	2,998.61 0.00 3,706.94 708.33	0.00 138.92 (138.92) 569.41	569.41

## Income Earned

As of December 31, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828M80	US Treasury Note 2% Due 11/30/2022	09/12/2019 09/13/2019 110,000.00	111,198.31 0.00 0.00 111,164.38	6.01 0.00 192.35 186.34	0.00 33.93 (33.93) 152.41	152.41
912828T26	US Treasury Note 1.375% Due 09/30/2023	04/11/2019 04/12/2019 140,000.00	135,260.45 0.00 0.00 135,365.47	326.09 0.00 489.14 163.05	105.02 0.00 105.02 268.07	268.07
912828V80	US Treasury Note 2.25% Due 01/31/2024	11/26/2019 11/27/2019 200,000.00	205,290.79 0.00 0.00 205,183.02	1,504.08 0.00 1,883.15 379.07	0.00 107.77 (107.77) 271.30	271.30
912828VB3	US Treasury Note 1.75% Due 05/15/2023	12/16/2019 12/17/2019 250,000.00	0.00 250,517.58 0.00 250,511.34	0.00 (384.62) 564.90 180.28	0.00 6.24 (6.24) 174.04	174.04
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	0.00 309,691.41 0.00 309,577.39	0.00 (576.92) 968.41 391.49	0.00 114.02 (114.02) 277.47	277.47
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,994.03 0.00 0.00 79,994.15	47.42 129.33 47.42 129.33	0.12 0.00 0.12 129.45	129.45
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 01/24/2023	04/29/2019 04/30/2019 200,000.00	200,265.33 0.00 0.00 200,254.85	2,165.35 0.00 2,676.85 511.50	0.00 10.48 (10.48) 501.02	501.02
			10,178,976.40 879,863.39 32,239.41	50,338.38 8,721.12 62,202.19	1,274.51 2,594.64 (1,320.13)	
Total Fixed Income		10,948,915.74	11,025,280.25	20,584.93	19,264.80	19,264.80



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENT</b>						
02587CFZ8	American Express Negotiable CD 1.95% Due 09/08/2020	08/29/2017 08/29/2017 250,000.00	250,000.00 0.00 0.00 250,000.00	1,148.63 0.00 1,562.67 414.04	0.00 0.00 0.00 414.04	414.04
02587DXU7	American Express Centurion Negotiable CD 2% Due 05/07/2020	05/06/2015 05/06/2015 250,000.00	250,000.00 0.00 0.00 250,000.00	328.77 0.00 753.42 424.65	0.00 0.00 0.00 424.65	424.65
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 09/30/2020	09/24/2015 09/24/2015 248,000.00	248,000.00 0.00 0.00 248,000.00	926.77 0.00 1,390.16 463.39	0.00 0.00 0.00 463.39	463.39
063248EY0	Bank Leumi USA NY Negotiable CD Due 12/17/2019	12/12/2014 12/12/2014 0.00	248,000.00 0.00 248,000.00 0.00	2,269.37 2,486.79 0.00 217.42	0.00 0.00 0.00 217.42	217.42
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/07/2021	09/20/2016 09/20/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	579.23 0.00 905.71 326.48	0.00 0.00 0.00 326.48	326.48
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 04/06/2021	03/30/2016 03/30/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	646.84 0.00 1,004.91 358.07	0.00 0.00 0.00 358.07	358.07
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 09/30/2020	09/24/2015 09/24/2015 248,000.00	248,000.00 0.00 0.00 248,000.00	947.84 0.00 1,421.75 473.91	0.00 0.00 0.00 473.91	473.91
254672NN4	Discover Bank Negotiable CD 2% Due 05/13/2020	05/06/2015 05/06/2015 250,000.00	250,000.00 0.00 0.00 250,000.00	246.58 0.00 671.23 424.65	0.00 0.00 0.00 424.65	424.65
29976D2F6	Everbank Negotiable CD 2.05% Due 02/14/2022	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,420.73 0.00 1,852.53 431.80	0.00 0.00 0.00 431.80	431.80

## Income Earned

As of December 31, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
31846V203	First American Govt Obligation Fund Class Y	Various	57,470.73	0.00	0.00	395.75
		Various	1,045,567.60	395.75	0.00	
		222,213.40	880,824.93	0.00	0.00	
			222,213.40	395.75	395.75	
31938QL36	First Business Negotiable CD 1.55% Due 03/06/2020	04/28/2015	248,000.00	242.22	0.00	326.48
		04/28/2015	0.00	0.00	0.00	
		248,000.00	0.00	568.70	0.00	
			248,000.00	326.48	326.48	
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	11/17/2015	245,000.00	92.63	0.00	478.59
		11/17/2015	0.00	0.00	0.00	
		245,000.00	0.00	571.22	0.00	
			245,000.00	478.59	478.59	
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 02/26/2021	03/31/2016	248,000.00	305.75	0.00	315.95
		03/31/2016	0.00	305.75	0.00	
		248,000.00	0.00	315.95	0.00	
			248,000.00	315.95	315.95	
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 03/01/2021	02/09/2017	248,000.00	1,129.59	0.00	368.60
		02/09/2017	0.00	0.00	0.00	
		248,000.00	0.00	1,498.19	0.00	
			248,000.00	368.60	368.60	
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 04/15/2021	03/31/2016	248,000.00	152.20	0.00	294.88
		03/31/2016	0.00	285.37	0.00	
		248,000.00	0.00	161.71	0.00	
			248,000.00	294.88	294.88	
62479LDV4	MUFG Bank Ltd Discount CP 1.89% Due 04/29/2020	11/22/2019	347,243.75	0.00	569.63	569.63
		11/22/2019	0.00	0.00	0.00	
		350,000.00	0.00	0.00	569.63	
			347,813.38	0.00	569.63	
63969ABR4	Nebraska State Bank & Trust Negotiable CD 1.2% Due 01/15/2020	03/31/2016	248,000.00	130.45	0.00	252.76
		03/31/2016	0.00	244.60	0.00	
		248,000.00	0.00	138.61	0.00	
			248,000.00	252.76	252.76	
684000\$02	Opus Bank Collateralized CD Due 06/28/2019	01/31/2018	0.00	0.00	0.00	0.00
		01/31/2018	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
684000\$09	Opus Bank Collateralized CD 0.25% Due 06/28/2020	06/28/2019 06/28/2019 250,000.00	250,000.00 0.00 0.00 250,000.00	8.55 51.31 10.26 53.02	0.00 0.00 0.00 53.02	53.02
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 06/29/2021	06/24/2016 06/24/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	1,632.38 1,927.27 31.59 326.48	0.00 0.00 0.00 326.48	326.48
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 09/15/2020	08/29/2017 08/29/2017 250,000.00	250,000.00 0.00 0.00 250,000.00	1,002.05 0.00 1,405.48 403.43	0.00 0.00 0.00 403.43	403.43
912796WH8	US Treasury Bill Due 12/10/2019	11/26/2019 11/27/2019 0.00	749,706.57 0.00 750,000.00 0.00	0.00 0.00 0.00 0.00	293.43 0.00 293.43 293.43	293.43
98878BER5	Zions Bank Negotiable CD 1.7% Due 02/16/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,235.92 0.00 1,593.99 358.07	0.00 0.00 0.00 358.07	358.07
			5,873,421.05	14,446.50	863.06	
			1,045,567.60	5,696.84	0.00	
			1,878,824.93	15,858.08	863.06	
Total Cash & Equivalent		5,043,213.40	5,041,026.78	7,108.42	7,971.48	7,971.48
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 5,989,981.06	5,989,981.06 0.00 0.00 5,989,981.06	18,371.82 0.00 28,773.11 10,401.29	0.00 0.00 0.00 10,401.29	10,401.29
			5,989,981.06	18,371.82	0.00	
			0.00	0.00	0.00	
			0.00	28,773.11	0.00	
Total Local Agency Investment Fund		5,989,981.06	5,989,981.06	10,401.29	10,401.29	10,401.29

## Income Earned

As of December 31, 2019



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>INVESTMENT POOL</b>						
09CATR\$05	CalTrust	Various	6,443,577.41	0.00	0.00	11,393.32
	Medium Term Fund	Various	11,393.32	11,393.32	0.00	
		641,872.72	0.00	0.00	0.00	
			6,454,970.73	11,393.32	11,393.32	
			6,443,577.41	0.00	0.00	
			11,393.32	11,393.32	0.00	
			0.00	0.00	0.00	
Total Investment Pool		641,872.72	6,454,970.73	11,393.32	11,393.32	11,393.32
			28,485,955.92	83,156.70	2,137.57	
			1,936,824.31	25,811.28	2,594.64	
			1,911,064.34	106,833.38	(457.07)	
TOTAL PORTFOLIO		22,623,982.92	28,511,258.82	49,487.96	49,030.89	49,030.89

## Cash Flow Report

As of December 31, 2019



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
01/11/2020	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
01/12/2020	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
01/13/2020	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
01/13/2020	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
01/15/2020	Dividend	90LAIF\$00	497,688,835.52	Local Agency Investment Fund State Pool	0.00	28,735.04	28,735.04
01/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
01/15/2020	Maturity	63969ABR4	248,000.00	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	248,000.00	252.76	248,252.76
01/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,206.50	170.58	5,377.08
01/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,467.44	380.00	6,847.44
01/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,397.83	606.25	6,004.08
01/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,052.05	193.00	2,245.05
01/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,337.78	463.75	4,801.53
01/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	7,583.58	145.62	7,729.20
01/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,956.02	256.83	5,212.85
01/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	12,448.30	266.72	12,715.02
01/19/2020	Call	3130A6LQ8	500,000.00	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	500,000.00	2,125.00	502,125.00





Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/19/2020	Interest	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	0.00	2,500.00	2,500.00
01/20/2020	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
01/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,422.92	129.33	1,552.25
01/24/2020	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/24/2020	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
01/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
01/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,300.47	758.54	7,059.01
01/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
01/31/2020	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
<b>JAN 2020</b>					<b>804,172.89</b>	<b>58,817.78</b>	<b>862,990.67</b>
02/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
02/09/2020	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
02/15/2020	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
02/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
02/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,056.67	189.70	2,246.37
02/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,101.58	162.86	5,264.44
02/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,345.47	452.25	4,797.72

## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,480.92	367.71	6,848.63
02/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	7,281.17	134.11	7,415.28
02/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,410.61	593.16	6,003.77
02/16/2020	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/16/2020	Interest	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.00	2,125.33	2,125.33
02/17/2020	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
02/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	11,972.69	246.70	12,219.39
02/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,968.95	245.47	5,214.42
02/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,426.12	127.03	1,553.15
02/21/2020	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,562.89	2,562.89
02/25/2020	Interest	3134G95L7	1,000,000.00	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	0.00	8,000.00	8,000.00
02/25/2020	Interest	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	0.00	7,500.00	7,500.00
02/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
02/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,320.01	741.16	7,061.17
02/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
02/28/2020	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,187.84	2,187.84
<b>FEB 2020</b>					<b>55,364.19</b>	<b>37,573.94</b>	<b>92,938.13</b>

## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	295.56	295.56
03/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,430.82	2,430.82
03/06/2020	Maturity	31938QL36	248,000.00	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	1,253.25	249,253.25
03/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
03/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2020	Interest	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	0.00	2,368.49	2,368.49
03/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	275.86	275.86
03/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
03/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,996.41	155.29	5,151.70
03/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,061.30	186.39	2,247.69
03/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,423.41	580.04	6,003.45
03/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,353.17	440.74	4,793.91
03/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,978.12	123.07	7,101.19
03/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,494.42	355.40	6,849.82
03/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,981.91	234.08	5,215.99



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	11,495.92	227.44	11,723.36
03/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,429.33	124.73	1,554.06
03/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
03/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,339.59	723.73	7,063.32
03/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	49.60	49.60
03/30/2020	Interest	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	0.00	2,720.53	2,720.53
03/30/2020	Interest	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	0.00	2,782.36	2,782.36
03/31/2020	Interest	912828T26	140,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	962.50	962.50
<b>MAR 2020</b>					<b>302,553.58</b>	<b>34,910.01</b>	<b>337,463.59</b>
04/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
04/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
04/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
04/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
04/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,065.93	183.08	2,249.01
04/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,890.97	147.88	5,038.85
04/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,507.95	343.06	6,851.01
04/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,360.90	429.20	4,790.10

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,674.45	112.49	6,786.94
04/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,436.25	566.89	6,003.14
04/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,994.90	222.67	5,217.57
04/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	11,018.00	208.95	11,226.95
04/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
04/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,432.54	122.42	1,554.96
04/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
04/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,359.25	706.24	7,065.49
04/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
04/29/2020	Maturity	62479LDV4	350,000.00	MUFG Bank Ltd Discount CP 1.89% Due 4/29/2020	350,000.00	0.00	350,000.00
<b>APR 2020</b>					<b>403,741.14</b>	<b>10,720.41</b>	<b>414,461.55</b>
05/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
05/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
05/07/2020	Maturity	02587DXU7	250,000.00	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	2,493.15	252,493.15
05/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
05/13/2020	Maturity	254672NN4	250,000.00	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	2,493.15	252,493.15
05/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
05/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,368.63	417.65	4,786.28
05/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,785.28	140.63	4,925.91
05/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,449.12	553.70	6,002.82
05/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,070.59	179.75	2,250.34
05/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,521.51	330.69	6,852.20
05/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,370.16	102.36	6,472.52
05/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,007.93	211.22	5,219.15
05/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	10,538.91	191.23	10,730.14
05/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
05/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,435.77	120.10	1,555.87
05/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
05/25/2020	Call	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	3,750.00	1,003,750.00
05/25/2020	Call	3134G95L7	1,000,000.00	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	4,000.00	1,004,000.00
05/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
05/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2020	Interest	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	0.00	2,809.78	2,809.78
05/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,378.96	688.70	7,067.66
05/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	51.31	51.31
05/31/2020	Interest	912828M80	110,000.00	US Treasury Note 2% Due 11/30/2022	0.00	1,100.00	1,100.00
<b>MAY 2020</b>					<b>2,552,926.86</b>	<b>40,559.67</b>	<b>2,593,486.53</b>
06/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
06/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
06/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,075.25	176.42	2,251.67
06/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,679.33	133.53	4,812.86
06/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,535.10	318.30	6,853.40
06/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,376.38	406.07	4,782.45
06/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,065.24	92.70	6,157.94
06/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,462.01	540.49	6,002.50
06/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,021.00	199.74	5,220.74
06/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	10,058.66	174.28	10,232.94
06/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,439.00	117.78	1,556.78
06/25/2020	Interest	31378M6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
06/25/2020	Paydown	313784GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,398.73	671.11	7,069.84
06/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
06/28/2020	Maturity	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	250,000.00	3.42	250,003.42
06/29/2020	Interest	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
<b>JUN 2020</b>					<b>302,110.70</b>	<b>14,278.84</b>	<b>316,389.54</b>
07/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
07/11/2020	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
07/12/2020	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
07/13/2020	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
07/13/2020	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
07/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
07/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,548.70	305.89	6,854.59
07/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,573.13	126.59	4,699.72
07/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,079.91	173.09	2,253.00
07/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,384.14	394.47	4,778.61



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07/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,759.69	83.50	5,843.19
07/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,474.93	527.25	6,002.18
07/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,034.09	188.24	5,222.33
07/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,577.25	158.10	9,735.35
07/19/2020	Interest	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	0.00	2,500.00	2,500.00
07/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,442.24	115.45	1,557.69
07/24/2020	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
07/24/2020	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
07/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
07/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,418.57	653.46	7,072.03
07/31/2020	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
<b>JUL 2020</b>					<b>51,292.65</b>	<b>26,640.04</b>	<b>77,932.69</b>
08/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
08/09/2020	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
08/15/2020	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
08/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
08/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,084.59	169.74	2,254.33



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,562.36	293.44	6,855.80
08/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,453.51	74.77	5,528.28
08/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,487.89	513.97	6,001.86
08/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,466.67	119.80	4,586.47
08/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,391.92	382.85	4,774.77
08/16/2020	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
08/16/2020	Interest	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.00	2,102.22	2,102.22
08/17/2020	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
08/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,094.66	142.70	9,237.36
08/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,047.22	176.70	5,223.92
08/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,445.48	113.12	1,558.60
08/21/2020	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,535.04	2,535.04
08/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
08/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,438.47	635.75	7,074.22
08/28/2020	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,164.05	2,164.05
<b>AUG 2020</b>					<b>50,472.77</b>	<b>21,308.86</b>	<b>71,781.63</b>
09/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,457.53	2,457.53
09/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
09/08/2020	Maturity	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	26.71	250,026.71
09/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
09/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
09/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
09/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
09/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
09/15/2020	Maturity	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	2,394.52	252,394.52
09/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,399.70	371.22	4,770.92
09/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,359.95	113.18	4,473.13
09/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,500.88	500.66	6,001.54
09/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,089.28	166.39	2,255.67
09/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,576.02	280.98	6,857.00
09/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,146.69	66.50	5,213.19
09/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,060.38	165.14	5,225.52
09/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,610.91	128.07	8,738.98

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,448.74	110.78	1,559.52
09/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
09/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,458.43	617.99	7,076.42
09/30/2020	Interest	912828T26	140,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	962.50	962.50
09/30/2020	Maturity	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	2,812.93	250,812.93
09/30/2020	Maturity	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	2,750.42	250,750.42
<b>SEP 2020</b>					<b>1,045,650.98</b>	<b>33,156.48</b>	<b>1,078,807.46</b>
10/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
10/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
10/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
10/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
10/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,093.98	163.03	2,257.01
10/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,252.97	106.71	4,359.68
10/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,589.72	268.48	6,858.20
10/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,839.26	58.69	4,897.95
10/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,513.90	487.32	6,001.22
10/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,407.50	359.56	4,767.06



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,073.58	153.54	5,227.12
10/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,125.98	114.22	8,240.20
10/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
10/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,452.00	108.44	1,560.44
10/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
10/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,478.45	600.18	7,078.63
<b>OCT 2020</b>					<b>48,827.34</b>	<b>10,024.97</b>	<b>58,852.31</b>
11/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
11/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
11/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
11/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
11/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
11/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,531.18	51.35	4,582.53
11/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,603.45	255.96	6,859.41
11/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,145.73	100.40	4,246.13
11/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,098.69	159.66	2,258.35



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,415.31	347.88	4,763.19
11/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,526.95	473.95	6,000.90
11/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,639.88	101.15	7,741.03
11/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,086.82	141.91	5,228.73
11/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
11/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,455.25	106.10	1,561.35
11/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
11/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
11/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
11/25/2020	Maturity	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	2,840.66	247,840.66
11/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,498.53	582.31	7,080.84
11/30/2020	Interest	912828M80	110,000.00	US Treasury Note 2% Due 11/30/2022	0.00	1,100.00	1,100.00
<b>NOV 2020</b>					<b>293,001.79</b>	<b>27,207.29</b>	<b>320,209.08</b>
12/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
12/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
12/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,103.42	156.28	2,259.70

## Cash Flow Report

As of December 31, 2019



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,038.23	94.25	4,132.48
12/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,617.21	243.41	6,860.62
12/15/2020	Paydown	47788BAD6	96,010.72	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,222.47	44.48	4,266.95
12/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,540.03	460.55	6,000.58
12/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,423.14	336.18	4,759.32
12/18/2020	Paydown	43814WAB1	112,071.09	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	5,100.09	130.25	5,230.34
12/18/2020	Paydown	89238KAD4	165,833.93	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,152.60	88.86	7,241.46
12/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
12/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,458.54	103.74	1,562.28
12/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
12/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,518.68	564.38	7,083.06
12/29/2020	Interest	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
<b>DEC 2020</b>					<b>47,174.41</b>	<b>13,594.65</b>	<b>60,769.06</b>
<b>TOTAL</b>					<b>5,957,289.30</b>	<b>328,792.94</b>	<b>6,286,082.24</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

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**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



# CITY OF GARDENA



## INVESTMENT REPORT **January 2020**

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



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# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

**JANUARY 1, 2020 THROUGH JANUARY 31, 2020**

**Chandler Team:**

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.97
Average Coupon	2.07%
Average Purchase YTM	1.92%
Average Market YTM	1.67%
Average S&P/Moody Rating	AA-/Aa2
Average Final Maturity	1.17 yrs
Average Life	1.07 yrs

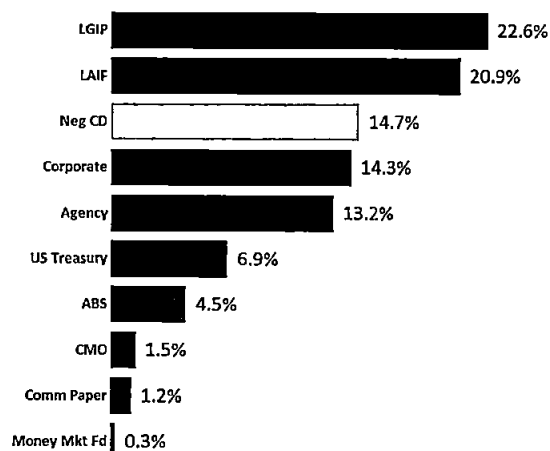
## ACCOUNT SUMMARY

	Beg. Values as of 12/31/19	End Values as of 1/31/20
Market Value	28,613,283	28,773,288
Accrued Interest	106,833	89,030
Total Market Value	28,720,117	28,862,318
Income Earned	49,031	79,963
Cont/WD		
Par	22,623,983	22,678,317
Book Value	28,511,259	28,580,199
Cost Value	28,511,824	28,581,879

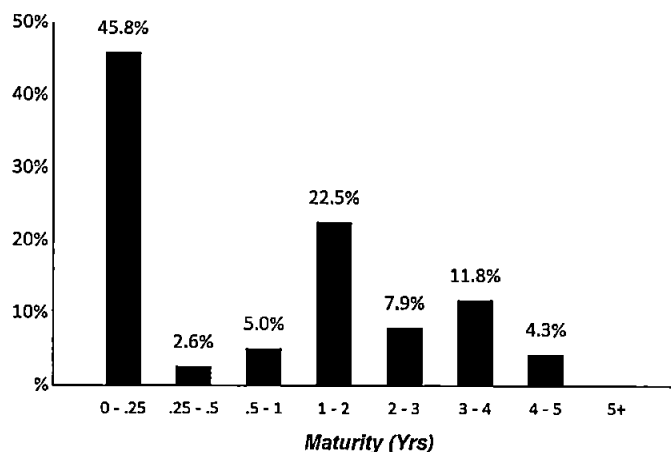
## TOP ISSUERS

CalTrust	22.6%
Local Agency Investment Fund	20.9%
Government of United States	6.9%
Federal Home Loan Mortgage Corp	6.2%
Federal National Mortgage Assoc	4.8%
Federal Home Loan Bank	3.7%
John Deere ABS	1.9%
American Express Credit	1.7%
Total	68.7%

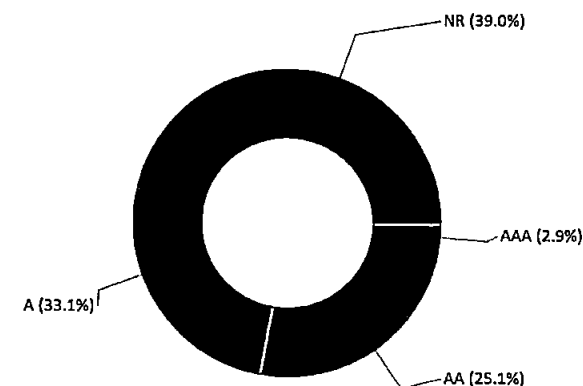
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	101,720.06	02/19/2019 2.77%	101,713.52 101,715.89	100.40 1.81%	102,127.55 101.01	0.35% 411.66	NR / AAA AAA	1.64 0.42
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	82,844.08	02/06/2019 2.91%	81,999.46 82,308.00	99.97 1.93%	82,817.48 67.01	0.29% 509.48	Aaa / NR AAA	1.71 0.30
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	151,965.43	02/05/2019 3.14%	150,166.78 150,766.89	100.12 1.68%	152,154.92 105.91	0.53% 1,388.03	Aaa / AAA NR	1.97 0.48
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	200,000.00	10/30/2019 2.18%	200,281.25 200,253.06	100.36 1.84%	200,721.60 202.67	0.70% 468.54	Aaa / NR AAA	2.29 0.80
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	175,000.00	08/29/2019 1.98%	178,739.26 178,291.01	102.12 1.51%	178,713.33 247.33	0.62% 422.32	Aaa / AAA NR	3.12 1.24
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	250,000.00	08/27/2019 1.87%	255,205.08 254,632.45	101.75 1.73%	254,376.00 323.33	0.88% (256.45)	Aaa / NR AAA	3.46 1.45
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,000.00	08/20/2019 1.79%	114,999.05 114,999.18	100.33 1.55%	115,374.10 90.98	0.40% 374.92	Aaa / AAA NR	3.54 1.98
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,994.26	100.76 1.60%	80,611.60 47.42	0.28% 617.34	NR / AAA AAA	4.23 2.12
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	120,000.00	10/16/2019 1.94%	119,993.66 119,994.03	100.83 1.57%	120,990.36 102.93	0.42% 996.33	Aaa / AAA NR	4.46 2.22
<b>Total ABS</b>		<b>1,276,529.57</b>	<b>2.23%</b>	<b>1,283,091.89</b> <b>1,282,954.77</b>	<b>1.69%</b>	<b>1,287,886.94</b> <b>1,288.59</b>	<b>4.47%</b> <b>4,932.17</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>2.95</b> <b>1.21</b>

<b>AGENCY</b>									
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	99.79 1.63%	997,949.00 6,500.00	3.48% (2,051.00)	Aaa / AA+ AAA	1.57 0.66
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	99.82 1.72%	998,223.00 6,933.33	3.48% (1,777.00)	Aaa / AA+ AAA	1.57 0.45
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	320,000.00	12/19/2019 1.68%	319,654.40 319,674.73	100.43 1.39%	321,390.40 592.22	1.12% 1,715.67	Aaa / AA+ AAA	1.89 1.85



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 354,532.03	101.90 1.38%	356,658.05 415.63	1.24% 2,126.02	Aaa / AA+ AAA	1.95 1.90
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 354,229.31	104.11 1.39%	364,399.70 3,769.79	1.28% 10,170.39	Aaa / AA+ NR	3.11 2.95
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 365,224.56	105.29 1.37%	368,530.40 3,885.24	1.29% 3,305.84	Aaa / AA+ AAA	3.62 3.40
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 371,368.10	107.50 1.37%	376,251.40 1,739.06	1.31% 4,883.30	Aaa / AA+ AAA	3.85 3.61
<b>Total Agency</b>		<b>3,720,000.00</b>	<b>1.67%</b>	<b>3,769,592.40 3,765,028.73</b>	<b>1.54%</b>	<b>3,783,401.95 23,835.27</b>	<b>13.19% 18,373.22</b>	<b>Aaa / AA+ AAA</b>	<b>2.21 1.61</b>
<b>CMO</b>									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	135,000.00	06/26/2019 2.09%	138,701.95 138,002.62	102.79 1.79%	138,768.53 347.63	0.48% 765.91	Aaa / NR NR	2.57 2.26
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 1.30%	285,881.84 284,403.96	105.14 1.78%	289,140.78 151.71	1.00% 4,736.82	NR / NR AAA	3.32 3.08
<b>Total CMO</b>		<b>410,000.00</b>	<b>1.56%</b>	<b>424,583.79 422,406.58</b>	<b>1.78%</b>	<b>427,909.31 499.34</b>	<b>1.48% 5,502.73</b>	<b>Aaa / NR AAA</b>	<b>3.07 2.81</b>
<b>COMMERCIAL PAPER</b>									
62479LDV4	MUFG Bank Ltd Discount CP 1.89% Due 4/29/2020	350,000.00	11/22/2019 1.93%	347,078.38 348,383.00	99.54 1.93%	348,383.00 0.00	1.21% 0.00	P-1 / A-1 NR	0.24 0.24
<b>Total Commercial Paper</b>		<b>350,000.00</b>	<b>1.93%</b>	<b>347,078.38 348,383.00</b>	<b>1.93%</b>	<b>348,383.00 0.00</b>	<b>1.21% 0.00</b>	<b>Aaa / AA NR</b>	<b>0.24 0.24</b>
<b>CORPORATE</b>									
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	03/06/2019 2.86%	198,710.00 199,333.28	100.79 1.68%	201,573.80 166.67	0.70% 2,240.52	Aa2 / AA- AA	0.97 0.95
06051GFW4	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	04/25/2019 2.69%	199,750.00 199,846.39	101.20 1.63%	202,390.00 1,487.50	0.71% 2,543.61	A2 / A- A+	1.22 1.19
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	04/30/2019 2.64%	197,280.00 198,280.00	100.56 1.51%	201,118.00 780.00	0.70% 2,838.00	A1 / A AA-	1.30 1.28

## Holdings Report

As of January 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	04/25/2019 2.66%	202,274.00	102.04	204,075.20	0.71%	A2 / A A	1.30
				201,399.63	1.56%	1,263.89	2,675.57		1.19
02665WBF7	American Honda Finance Note 1.65% Due 7/12/2021	200,000.00	07/30/2019 2.26%	197,692.00	100.00	199,999.00	0.69%	A2 / A NR	1.45
				198,291.69	1.65%	174.17	1,707.31		1.42
69371RP42	Paccar Financial Corp Note 3.15% Due 8/9/2021	200,000.00	04/24/2019 2.74%	201,814.00	102.22	204,431.40	0.72%	A1 / A+ NR	1.52
				201,204.27	1.67%	3,010.00	3,227.13		1.46
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	200,000.00	05/16/2019 2.73%	198,108.00	100.26	200,524.20	0.70%	A2 / A- AA-	1.54
				198,702.43	1.80%	2,116.50	1,821.77		0.53
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	200,000.00	04/11/2019 2.66%	196,464.00	100.42	200,836.20	0.70%	A1 / A+ A	1.62
				197,632.00	1.62%	1,435.56	3,204.20		1.50
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50	101.86	254,638.50	0.89%	A2 / A A+	2.05
				247,821.82	1.66%	2,989.58	6,816.68		1.89
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00	102.57	205,149.60	0.72%	A2 / A NR	2.28
				200,229.20	1.69%	1,235.00	4,920.40		2.20
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20	101.36	309,135.80	1.08%	A2 / A A	2.61
				300,270.15	1.62%	2,604.78	8,865.65		2.50
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00	103.24	206,489.80	0.72%	Aa3 / AA- A+	2.95
				199,885.59	1.57%	300.00	6,604.21		2.83
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00	102.51	205,021.40	0.71%	Aa1 / AA+ NR	2.95
				203,145.51	1.50%	240.00	1,875.89		2.77
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	200,000.00	04/29/2019 3.00%	200,338.00	102.23	204,466.60	0.71%	A2 / A- A+	2.98
				200,244.37	1.91%	119.35	4,222.23		1.92
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00	102.41	204,828.20	0.71%	Aa1 / AA+ NR	3.25
				197,619.72	1.64%	1,173.33	7,208.48		3.11
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	200,000.00	05/15/2019 2.97%	204,780.00	105.14	210,272.80	0.73%	A2 / A A+	3.32
				203,933.98	1.99%	1,320.00	6,338.82		3.11
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00	105.72	264,295.25	0.92%	A1 / AA- AA-	3.48
				255,547.80	1.66%	165.28	8,747.45		3.21



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 195,349.13	101.62 1.70%	203,240.40 2,016.67	0.71% 7,891.27	A1 / A AA-	3.54 3.22
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	07/16/2019 2.49%	206,600.00 205,830.39	105.74 1.80%	211,472.00 2,527.78	0.74% 5,641.61	Aa3 / A AA-	4.11 3.81
<b>Total Corporate</b>		<b>4,005,000.00</b>	<b>2.71%</b>	<b>4,000,955.70 4,004,567.35</b>	<b>1.68%</b>	<b>4,093,958.15 25,126.06</b>	<b>14.27% 89,390.80</b>	<b>A1 / A+ A+</b>	<b>2.37 2.14</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	6,021,129.81	Various 1.94%	6,021,129.81 6,021,129.81	1.00 1.94%	6,021,129.81 10,927.04	20.90% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>6,021,129.81</b>	<b>1.94%</b>	<b>6,021,129.81 6,021,129.81</b>	<b>1.94%</b>	<b>6,021,129.81 10,927.04</b>	<b>20.90% 0.00</b>	<b>NR / NR NR</b>	<b>0.00 0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$05	CalTrust Medium Term Fund	642,946.61	Various 1.72%	6,465,849.14 6,465,849.14	10.13 1.72%	6,513,049.10 0.00	22.57% 47,199.96	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>642,946.61</b>	<b>1.72%</b>	<b>6,465,849.14 6,465,849.14</b>	<b>1.72%</b>	<b>6,513,049.10 0.00</b>	<b>22.57% 47,199.96</b>	<b>NR / A+ NR</b>	<b>0.00 0.00</b>
<b>MONEY MARKET FUND FI</b>									
31846V203	First American Govt Obligation Fund Class Y	79,711.16	Various 1.17%	79,711.16 79,711.16	1.00 1.17%	79,711.16 0.00	0.28% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>79,711.16</b>	<b>1.17%</b>	<b>79,711.16 79,711.16</b>	<b>1.17%</b>	<b>79,711.16 0.00</b>	<b>0.28% 0.00</b>	<b>Aaa / AAA AAA</b>	<b>0.00 0.00</b>
<b>NEGOTIABLE CD</b>									
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015 1.54%	248,000.00 248,000.00	100.01 1.49%	248,014.88 895.18	0.86% 14.88	NR / NR NR	0.10 0.10
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	100.10 1.61%	250,250.75 1,178.08	0.87% 250.75	NR / NR NR	0.27 0.26



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	100.12 1.57%	250,300.00 1,095.89	0.87% 300.00	NR / NR NR	0.28 0.28
684000\$09	Opus Bank Collateralized CD 0.25% Due 6/28/2020	250,000.00	06/28/2019 0.25%	250,000.00 250,000.00	100.00 0.25%	250,000.00 10.26	0.87% 0.00	NR / NR NR	0.41 0.41
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017 1.94%	250,000.00 250,000.00	100.20 1.62%	250,494.00 1,976.71	0.87% 494.00	NR / NR NR	0.61 0.60
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017 1.90%	250,000.00 250,000.00	100.17 1.62%	250,430.75 1,808.90	0.87% 430.75	NR / NR NR	0.62 0.62
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015 2.20%	248,000.00 248,000.00	100.41 1.57%	249,022.75 1,853.55	0.87% 1,022.75	NR / NR NR	0.67 0.66
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015 2.25%	248,000.00 248,000.00	100.41 1.62%	249,022.26 1,895.67	0.87% 1,022.26	NR / NR NR	0.67 0.66
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	100.46 1.73%	246,132.88 1,049.81	0.86% 1,132.88	NR / NR NR	0.82 0.81
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	100.07 1.64%	248,164.92 1,952.07	0.87% 164.92	NR / NR NR	1.05 1.03
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	100.26 1.26%	248,640.83 315.95	0.86% 640.83	NR / NR NR	1.07 1.06
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	100.12 1.64%	248,295.37 1,866.79	0.87% 295.37	NR / NR NR	1.08 1.06
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	100.30 1.44%	248,737.06 1,362.98	0.87% 737.06	NR / NR NR	1.18 1.16
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	100.30 1.15%	248,752.43 161.71	0.86% 752.43	NR / NR NR	1.21 1.19
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	99.91 1.61%	247,783.50 358.07	0.86% (216.50)	NR / NR NR	1.41 1.39
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	99.63 1.77%	247,085.38 1,232.19	0.86% (914.62)	NR / NR NR	1.68 1.65





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	100.69 1.70%	249,708.97 2,284.32	0.87% 1,708.97	NR / NR NR	2.04 1.97
<b>Total Negotiable CD</b>		<b>4,223,000.00</b>	<b>1.74%</b>	<b>4,223,000.00</b>	<b>1.49%</b>	<b>4,230,836.73</b> <b>21,298.13</b>	<b>14.73%</b> <b>7,836.73</b>	<b>NR / NR</b> <b>NR</b>	<b>0.89</b> <b>0.88</b>
<b>US TREASURY</b>									
912828Q78	US Treasury Note 1.375% Due 4/30/2021	300,000.00	01/30/2020 1.48%	299,601.56 299,602.44	99.88 1.47%	299,648.40 1,053.91	1.04% 45.96	Aaa / AA+ AAA	1.25 1.23
912828M80	US Treasury Note 2% Due 11/30/2022	300,000.00	Various 1.60%	303,459.37 303,282.16	101.90 1.31%	305,706.90 1,032.79	1.06% 2,424.74	Aaa / AA+ AAA	2.83 2.74
912828VB3	US Treasury Note 1.75% Due 5/15/2023	250,000.00	12/16/2019 1.69%	250,517.58 250,498.46	101.41 1.31%	253,525.50 937.50	0.88% 3,027.04	Aaa / AA+ AAA	3.29 3.18
912828T26	US Treasury Note 1.375% Due 9/30/2023	300,000.00	Various 1.93%	293,108.59 294,119.11	100.25 1.31%	300,738.30 1,397.55	1.05% 6,619.19	Aaa / AA+ AAA	3.67 3.55
912828V80	US Treasury Note 2.25% Due 1/31/2024	200,000.00	11/26/2019 1.59%	205,304.69 205,075.26	103.63 1.32%	207,257.80 12.36	0.72% 2,182.54	Aaa / AA+ AAA	4.00 3.83
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 309,391.37	104.87 1.33%	314,613.30 1,607.14	1.10% 5,221.93	Aaa / AA+ AAA	4.29 4.05
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 305,199.96	101.84 1.33%	305,531.40 14.42	1.06% 331.44	Aaa / AA+ AAA	4.50 4.32
<b>Total US Treasury</b>		<b>1,950,000.00</b>	<b>1.63%</b>	<b>1,966,886.33</b> <b>1,967,168.76</b>	<b>1.34%</b>	<b>1,987,021.60</b> <b>6,055.67</b>	<b>6.91%</b> <b>19,852.84</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>3.39</b> <b>3.25</b>
<b>TOTAL PORTFOLIO</b>		<b>22,678,317.15</b>	<b>1.92%</b>	<b>28,581,878.60</b> <b>28,580,199.30</b>	<b>1.67%</b>	<b>28,773,287.75</b> <b>89,030.10</b>	<b>100.00%</b> <b>193,088.45</b>	<b>Aa2 / AA-</b> <b>AA+</b>	<b>1.17</b> <b>0.97</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>28,862,317.85</b>			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	01/01/2020	31846V203	315.95	First American Govt Obligation Fund Class Y	1.000	1.20%	315.95	0.00	315.95	0.00
Purchase	01/02/2020	31846V203	308.00	First American Govt Obligation Fund Class Y	1.000	1.20%	308.00	0.00	308.00	0.00
Purchase	01/11/2020	31846V203	2,700.00	First American Govt Obligation Fund Class Y	1.000	1.20%	2,700.00	0.00	2,700.00	0.00
Purchase	01/12/2020	31846V203	1,650.00	First American Govt Obligation Fund Class Y	1.000	1.20%	1,650.00	0.00	1,650.00	0.00
Purchase	01/13/2020	31846V203	6,556.25	First American Govt Obligation Fund Class Y	1.000	1.20%	6,556.25	0.00	6,556.25	0.00
Purchase	01/15/2020	31846V203	248,000.00	First American Govt Obligation Fund Class Y	1.000	1.20%	248,000.00	0.00	248,000.00	0.00
Purchase	01/15/2020	31846V203	547.64	First American Govt Obligation Fund Class Y	1.000	1.20%	547.64	0.00	547.64	0.00
Purchase	01/15/2020	31846V203	606.25	First American Govt Obligation Fund Class Y	1.000	1.20%	606.25	0.00	606.25	0.00
Purchase	01/15/2020	31846V203	463.75	First American Govt Obligation Fund Class Y	1.000	1.20%	463.75	0.00	463.75	0.00
Purchase	01/15/2020	31846V203	193.00	First American Govt Obligation Fund Class Y	1.000	1.20%	193.00	0.00	193.00	0.00
Purchase	01/15/2020	31846V203	380.00	First American Govt Obligation Fund Class Y	1.000	1.20%	380.00	0.00	380.00	0.00
Purchase	01/15/2020	31846V203	170.58	First American Govt Obligation Fund Class Y	1.000	1.20%	170.58	0.00	170.58	0.00
Purchase	01/15/2020	31846V203	13,312.26	First American Govt Obligation Fund Class Y	1.000	1.20%	13,312.26	0.00	13,312.26	0.00
Purchase	01/15/2020	31846V203	14,135.22	First American Govt Obligation Fund Class Y	1.000	1.20%	14,135.22	0.00	14,135.22	0.00
Purchase	01/19/2020	31846V203	2,500.00	First American Govt Obligation Fund Class Y	1.000	1.20%	2,500.00	0.00	2,500.00	0.00
Purchase	01/19/2020	31846V203	502,125.00	First American Govt Obligation Fund Class Y	1.000	1.20%	502,125.00	0.00	502,125.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	01/21/2020	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	1.20%	129.33	0.00	129.33	0.00
Purchase	01/21/2020	31846V203	10,607.86	First American Govt Obligation Fund Class Y	1.000	1.20%	10,607.86	0.00	10,607.86	0.00
Purchase	01/21/2020	912828M80	190,000.00	US Treasury Note 2% Due 11/30/2022	101.145	1.59%	192,174.61	539.89	192,714.50	0.00
Purchase	01/21/2020	912828T26	160,000.00	US Treasury Note 1.375% Due 9/30/2023	99.148	1.61%	158,637.50	679.23	159,316.73	0.00
Purchase	01/24/2020	31846V203	7,319.00	First American Govt Obligation Fund Class Y	1.000	1.20%	7,319.00	0.00	7,319.00	0.00
Purchase	01/27/2020	31846V203	347.63	First American Govt Obligation Fund Class Y	1.000	1.20%	347.63	0.00	347.63	0.00
Purchase	01/27/2020	31846V203	758.54	First American Govt Obligation Fund Class Y	1.000	1.20%	758.54	0.00	758.54	0.00
Purchase	01/31/2020	09CATR\$05	1,073.88	CalTrust Medium Term Fund	10.130	1.72%	10,878.41	0.00	10,878.41	0.00
Purchase	01/31/2020	31846V203	2,250.00	First American Govt Obligation Fund Class Y	1.000	1.17%	2,250.00	0.00	2,250.00	0.00
Purchase	01/31/2020	90LAIF\$00	31,148.75	Local Agency Investment Fund State Pool	1.000	1.94%	31,148.75	0.00	31,148.75	0.00
Purchase	01/31/2020	912828Q78	300,000.00	US Treasury Note 1.375% Due 4/30/2021	99.867	1.48%	299,601.56	1,042.58	300,644.14	0.00
Purchase	01/31/2020	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	101.734	1.35%	305,203.13	0.00	305,203.13	0.00
<b>Subtotal</b>			<b>1,797,598.89</b>				<b>1,813,020.22</b>	<b>2,261.70</b>	<b>1,815,281.92</b>	<b>0.00</b>
Security Contribution	01/09/2020	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
<b>Subtotal</b>			<b>2,500,000.00</b>				<b>2,500,000.00</b>	<b>0.00</b>	<b>2,500,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>4,297,598.89</b>				<b>4,313,020.22</b>	<b>2,261.70</b>	<b>4,315,281.92</b>	<b>0.00</b>



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	01/19/2020	3130A6LQ8	500,000.00	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	100.000	1.70%	500,000.00	2,125.00	502,125.00	0.00
Sale	01/21/2020	31846V203	352,031.23	First American Govt Obligation Fund Class Y	1.000	1.20%	352,031.23	0.00	352,031.23	0.00
Sale	01/31/2020	31846V203	300,644.14	First American Govt Obligation Fund Class Y	1.000	1.17%	300,644.14	0.00	300,644.14	0.00
Sale	01/31/2020	31846V203	305,203.13	First American Govt Obligation Fund Class Y	1.000	1.17%	305,203.13	0.00	305,203.13	0.00
<b>Subtotal</b>			<b>1,457,878.50</b>				<b>1,457,878.50</b>	<b>2,125.00</b>	<b>1,460,003.50</b>	<b>0.00</b>
Paydown	01/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	170.58	170.58	0.00
Paydown	01/15/2020	477870AB5	0.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	100.000		0.00	380.00	380.00	0.00
Paydown	01/15/2020	47788BAD6	13,166.64	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		13,166.64	145.62	13,312.26	0.00
Paydown	01/15/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	606.25	606.25	0.00
Paydown	01/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	193.00	193.00	0.00
Paydown	01/15/2020	89231PAD0	0.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		0.00	463.75	463.75	0.00
Paydown	01/15/2020	89238KAD4	13,868.50	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		13,868.50	266.72	14,135.22	0.00
Paydown	01/21/2020	43814WAB1	10,351.03	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		10,351.03	256.83	10,607.86	0.00
Paydown	01/21/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	129.33	129.33	0.00
Paydown	01/27/2020	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.54	758.54	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	01/27/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	347.63	347.63	0.00
<b>Subtotal</b>			<b>37,386.17</b>				<b>37,386.17</b>	<b>3,718.25</b>	<b>41,104.42</b>	<b>0.00</b>
Maturity	01/15/2020	63969ABR4	248,000.00	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	100.000		248,000.00	0.00	248,000.00	0.00
<b>Subtotal</b>			<b>248,000.00</b>				<b>248,000.00</b>	<b>0.00</b>	<b>248,000.00</b>	<b>0.00</b>
Security Withdrawal	01/16/2020	90LAIF\$00	2,500,000.00	Local Agency Investment Fund State Pool	1.000		2,500,000.00	0.00	2,500,000.00	0.00
<b>Subtotal</b>			<b>2,500,000.00</b>				<b>2,500,000.00</b>	<b>0.00</b>	<b>2,500,000.00</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>4,243,264.67</b>				<b>4,243,264.67</b>	<b>5,843.25</b>	<b>4,249,107.92</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	01/01/2020	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.000		315.95	0.00	315.95	0.00
Interest	01/11/2020	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.000		2,700.00	0.00	2,700.00	0.00
Interest	01/12/2020	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.000		1,650.00	0.00	1,650.00	0.00
Interest	01/13/2020	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.000		2,400.00	0.00	2,400.00	0.00
Interest	01/13/2020	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.000		4,156.25	0.00	4,156.25	0.00
Interest	01/15/2020	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.000		294.88	0.00	294.88	0.00
Interest	01/15/2020	63969ABR4	248,000.00	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	0.000		252.76	0.00	252.76	0.00

## Transaction Ledger

As of January 31, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	01/19/2020	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	0.000		2,500.00	0.00	2,500.00	0.00
Interest	01/24/2020	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.000		4,250.00	0.00	4,250.00	0.00
Interest	01/24/2020	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.000		3,069.00	0.00	3,069.00	0.00
Interest	01/26/2020	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.000		53.02	0.00	53.02	0.00
Interest	01/31/2020	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.000		2,250.00	0.00	2,250.00	0.00
<b>Subtotal</b>			<b>2,794,000.00</b>				<b>23,891.86</b>	<b>0.00</b>	<b>23,891.86</b>	<b>0.00</b>
Dividend	01/02/2020	31846V203	222,529.35	First American Govt Obligation Fund Class Y	0.000		308.00	0.00	308.00	0.00
Dividend	01/15/2020	90LAIF\$00	498,373,130.32	Local Agency Investment Fund State Pool	0.000		28,773.04	0.00	28,773.04	0.00
Dividend	01/31/2020	09CATR\$05	641,872.72	CalTrust Medium Term Fund	0.000		10,878.41	0.00	10,878.41	0.00
Dividend	01/31/2020	90LAIF\$00	5,989,981.06	Local Agency Investment Fund State Pool	0.000		31,148.75	0.00	31,148.75	0.00
<b>Subtotal</b>			<b>505,227,513.45</b>				<b>71,108.20</b>	<b>0.00</b>	<b>71,108.20</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>508,021,513.45</b>				<b>95,000.06</b>	<b>0.00</b>	<b>95,000.06</b>	<b>0.00</b>



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
02665WBF7	American Honda Finance Note 1.65% Due 07/12/2021	07/30/2019 07/31/2019 200,000.00	198,191.20 0.00 0.00 198,291.69	1,549.17 1,650.00 174.17 275.00	100.49 0.00 100.49 375.49	375.49
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	197,557.56 0.00 0.00 197,619.72	773.33 0.00 1,173.33 400.00	62.16 0.00 62.16 462.16	462.16
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 01/13/2023	11/21/2019 11/25/2019 200,000.00	203,238.73 0.00 0.00 203,145.51	2,240.00 2,400.00 240.00 400.00	0.00 93.22 (93.22) 306.78	306.78
06051GFW4	Bank of America Corp Note 2.625% Due 04/19/2021	04/25/2019 04/29/2019 200,000.00	199,835.64 0.00 0.00 199,846.39	1,050.00 0.00 1,487.50 437.50	10.75 0.00 10.75 448.25	448.25
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	195,237.53 0.00 0.00 195,349.13	1,650.00 0.00 2,016.67 366.67	111.60 0.00 111.60 478.27	478.27
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	300,115.81 0.00 0.00 300,270.15	2,058.33 0.00 2,604.78 546.45	154.34 0.00 154.34 700.79	700.79
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	371,839.24 0.00 0.00 371,368.10	754.69 0.00 1,739.06 984.37	0.00 471.14 (471.14) 513.23	513.23
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 Due 10/19/2020	10/06/2015 10/06/2015 0.00	500,000.00 0.00 500,000.00 0.00	1,700.00 2,125.00 0.00 425.00	0.00 0.00 0.00 425.00	425.00
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	354,345.03 0.00 0.00 354,229.31	2,967.71 0.00 3,769.79 802.08	0.00 115.72 (115.72) 686.36	686.36

## Income Earned

As of January 31, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	12/19/2019 12/20/2019 320,000.00	319,660.07 0.00 0.00 319,674.73	158.89 0.00 592.22 433.33	14.66 0.00 14.66 447.99	447.99
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 08/25/2021	08/04/2016 08/04/2016 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	5,600.00 0.00 6,933.33 1,333.33	0.00 0.00 0.00 1,333.33	1,333.33
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	365,582.38 0.00 0.00 365,224.56	3,046.70 0.00 3,885.24 838.54	0.00 357.82 (357.82) 480.72	480.72
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 08/25/2021	08/04/2016 08/04/2016 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	5,250.00 0.00 6,500.00 1,250.00	0.00 0.00 0.00 1,250.00	1,250.00
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	284,645.09 0.00 0.00 284,403.96	151.71 758.54 151.71 758.54	0.00 241.13 (241.13) 517.41	517.41
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	06/26/2019 06/28/2019 135,000.00	138,102.07 0.00 0.00 138,002.62	347.63 347.63 347.63 347.63	0.00 99.45 (99.45) 248.18	248.18
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	354,729.36 0.00 0.00 354,532.03	3,879.17 4,156.25 415.63 692.71	0.00 197.33 (197.33) 495.38	495.38
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 200,000.00	204,034.85 0.00 0.00 203,933.98	720.00 0.00 1,320.00 600.00	0.00 100.87 (100.87) 499.13	499.13
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 09/20/2021	02/19/2019 02/27/2019 101,720.06	112,066.25 0.00 10,351.03 101,715.89	111.29 256.83 101.01 246.55	0.67 0.00 0.67 247.22	247.22





CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 115,000.00	114,999.16 0.00 0.00 114,999.18	90.98 170.58 90.98 170.58	0.02 0.00 0.02 170.60	170.60
459200JX0	IBM Corp Note 2.85% Due 05/13/2022	05/16/2019 05/20/2019 200,000.00	200,237.74 0.00 0.00 200,229.20	760.00 0.00 1,235.00 475.00	0.00 8.54 (8.54) 466.46	466.46
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 08/15/2021	05/16/2019 05/20/2019 200,000.00	198,630.73 0.00 0.00 198,702.43	1,734.00 0.00 2,116.50 382.50	71.70 0.00 71.70 454.20	454.20
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 05/16/2022	10/30/2019 10/31/2019 200,000.00	200,262.46 0.00 0.00 200,253.06	202.67 380.00 202.67 380.00	0.00 9.40 (9.40) 370.60	370.60
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	02/06/2019 02/08/2019 82,844.08	95,358.48 0.00 13,166.64 82,308.00	77.66 145.62 67.01 134.97	116.16 0.00 116.16 251.13	251.13
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 250,000.00	254,746.24 0.00 0.00 254,632.45	323.33 606.25 323.33 606.25	0.00 113.79 (113.79) 492.46	492.46
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 120,000.00	119,993.92 0.00 0.00 119,994.03	102.93 193.00 102.93 193.00	0.11 0.00 0.11 193.11	193.11
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	04/11/2019 04/15/2019 200,000.00	197,508.00 0.00 0.00 197,632.00	1,118.89 0.00 1,435.56 316.67	124.00 0.00 124.00 440.67	440.67
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	247,731.43 0.00 0.00 247,821.82	2,442.71 0.00 2,989.58 546.87	90.39 0.00 90.39 637.26	637.26



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RP42	Paccar Financial Corp Note 3.15% Due 08/09/2021	04/24/2019 04/26/2019 200,000.00	201,271.54 0.00 0.00 201,204.27	2,485.00 0.00 3,010.00 525.00	0.00 67.27 (67.27) 457.73	457.73
78012KKU0	Royal Bank of Canada Note 2.5% Due 01/19/2021	03/06/2019 03/08/2019 200,000.00	199,274.73 0.00 0.00 199,333.28	2,250.00 2,500.00 166.67 416.67	58.55 0.00 58.55 475.22	475.22
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 05/21/2021	04/25/2019 04/29/2019 200,000.00	201,497.13 0.00 0.00 201,399.63	722.22 0.00 1,263.89 541.67	0.00 97.50 (97.50) 444.17	444.17
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	04/30/2019 05/02/2019 200,000.00	198,167.27 0.00 0.00 198,280.00	455.00 0.00 780.00 325.00	112.73 0.00 112.73 437.73	437.73
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	07/16/2019 07/18/2019 200,000.00	205,950.88 0.00 0.00 205,830.39	1,986.11 0.00 2,527.78 541.67	0.00 120.49 (120.49) 421.18	421.18
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 175,000.00	178,380.66 0.00 0.00 178,291.01	247.33 463.75 247.33 463.75	0.00 89.65 (89.65) 374.10	374.10
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 01/11/2023	04/25/2019 04/29/2019 200,000.00	199,882.29 0.00 0.00 199,885.59	2,550.00 2,700.00 300.00 450.00	3.30 0.00 3.30 453.30	453.30
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 01/18/2022	02/05/2019 02/07/2019 151,965.43	164,469.46 0.00 13,868.50 150,766.89	115.58 266.72 105.91 257.05	165.93 0.00 165.93 422.98	422.98
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	255,686.72 0.00 0.00 255,547.80	3,706.94 4,250.00 165.28 708.34	0.00 138.92 (138.92) 569.42	569.42



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 300,000.00	111,164.38 192,174.61 0.00 303,282.16	192.35 (539.89) 1,032.79 300.55	0.00 56.83 (56.83) 243.72	243.72
912828Q78	US Treasury Note 1.375% Due 04/30/2021	01/30/2020 01/31/2020 300,000.00	0.00 299,601.56 0.00 299,602.44	0.00 (1,042.58) 1,053.91 11.33	0.88 0.00 0.88 12.21	12.21
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 300,000.00	135,365.47 158,637.50 0.00 294,119.11	489.14 (679.23) 1,397.55 229.18	116.14 0.00 116.14 345.32	345.32
912828V80	US Treasury Note 2.25% Due 01/31/2024	11/26/2019 11/27/2019 200,000.00	205,183.02 0.00 0.00 205,075.26	1,883.15 2,250.00 12.36 379.21	0.00 107.76 (107.76) 271.45	271.45
912828VB3	US Treasury Note 1.75% Due 05/15/2023	12/16/2019 12/17/2019 250,000.00	250,511.34 0.00 0.00 250,498.46	564.90 0.00 937.50 372.60	0.00 12.88 (12.88) 359.72	359.72
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	309,577.39 0.00 0.00 309,391.37	968.41 0.00 1,607.14 638.73	0.00 186.02 (186.02) 452.71	452.71
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	0.00 305,203.13 0.00 305,199.96	0.00 0.00 14.42 14.42	0.00 3.17 (3.17) 11.25	11.25
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,994.15 0.00 0.00 79,994.26	47.42 129.33 47.42 129.33	0.11 0.00 0.11 129.44	129.44
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 01/24/2023	04/29/2019 04/30/2019 200,000.00	200,254.85 0.00 0.00 200,244.37	2,676.85 3,069.00 119.35 511.50	0.00 10.48 (10.48) 501.02	501.02

## Income Earned

As of January 31, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			11,025,280.25	62,202.19	1,314.69	
			955,616.80	26,556.80	2,699.38	
			537,386.17	56,804.93	(1,384.69)	
<b>Total Fixed Income</b>		<b>11,361,529.57</b>	<b>11,442,126.19</b>	<b>21,159.54</b>	<b>19,774.85</b>	<b>19,774.85</b>
<b>CASH &amp; EQUIVALENT</b>						
02587CFZ8	American Express	08/29/2017	250,000.00	1,562.67	0.00	414.04
	Negotiable CD	08/29/2017	0.00	0.00	0.00	
	1.95% Due 09/08/2020	250,000.00	0.00	1,976.71	0.00	
			250,000.00	414.04	414.04	
02587DXU7	American Express Centurion	05/06/2015	250,000.00	753.42	0.00	424.66
	Negotiable CD	05/06/2015	0.00	0.00	0.00	
	2% Due 05/07/2020	250,000.00	0.00	1,178.08	0.00	
			250,000.00	424.66	424.66	
05580ACZ5	BMW Corp	09/24/2015	248,000.00	1,390.16	0.00	463.39
	Negotiable CD	09/24/2015	0.00	0.00	0.00	
	2.2% Due 09/30/2020	248,000.00	0.00	1,853.55	0.00	
			248,000.00	463.39	463.39	
08173QBS4	Beneficial Bank	09/20/2016	248,000.00	905.71	0.00	326.48
	Negotiable CD	09/20/2016	0.00	0.00	0.00	
	1.55% Due 10/07/2021	248,000.00	0.00	1,232.19	0.00	
			248,000.00	326.48	326.48	
140420XR6	Capital One Bank USA NA	03/30/2016	248,000.00	1,004.91	0.00	358.07
	Negotiable CD	03/30/2016	0.00	0.00	0.00	
	1.7% Due 04/06/2021	248,000.00	0.00	1,362.98	0.00	
			248,000.00	358.07	358.07	
14042RAK7	CAPITAL ONE	09/24/2015	248,000.00	1,421.75	0.00	473.92
	Negotiable CD	09/24/2015	0.00	0.00	0.00	
	2.25% Due 09/30/2020	248,000.00	0.00	1,895.67	0.00	
			248,000.00	473.92	473.92	
254672NN4	Discover Bank	05/06/2015	250,000.00	671.23	0.00	424.66
	Negotiable CD	05/06/2015	0.00	0.00	0.00	
	2% Due 05/13/2020	250,000.00	0.00	1,095.89	0.00	
			250,000.00	424.66	424.66	

## Income Earned

As of January 31, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
29976D2F6	Everbank Negotiable CD 2.05% Due 02/14/2022	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,852.53 0.00 2,284.32 431.79	0.00 0.00 0.00 431.79	431.79
31846V203	First American Govt Obligation Fund Class Y	Various Various 79,711.16	222,213.40 815,376.26 957,878.50 79,711.16	0.00 308.00 0.00 308.00	0.00 0.00 0.00 308.00	308.00
31938QL36	First Business Negotiable CD 1.55% Due 03/06/2020	04/28/2015 04/28/2015 248,000.00	248,000.00 0.00 0.00 248,000.00	568.70 0.00 895.18 326.48	0.00 0.00 0.00 326.48	326.48
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	11/17/2015 11/17/2015 245,000.00	245,000.00 0.00 0.00 245,000.00	571.22 0.00 1,049.81 478.59	0.00 0.00 0.00 478.59	478.59
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 02/26/2021	03/31/2016 03/31/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	315.95 315.95 315.95 315.95	0.00 0.00 0.00 315.95	315.95
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 03/01/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,498.19 0.00 1,866.79 368.60	0.00 0.00 0.00 368.60	368.60
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 04/15/2021	03/31/2016 03/31/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	161.71 294.88 161.71 294.88	0.00 0.00 0.00 294.88	294.88
62479LDV4	MUFG Bank Ltd Discount CP 1.89% Due 04/29/2020	11/22/2019 11/22/2019 350,000.00	347,813.38 0.00 0.00 348,383.00	0.00 0.00 0.00 0.00	569.62 0.00 569.62 569.62	569.62
63969ABR4	Nebraska State Bank & Trust Negotiable CD Due 01/15/2020	03/31/2016 03/31/2016 0.00	248,000.00 0.00 248,000.00 0.00	138.61 252.76 0.00 114.15	0.00 0.00 0.00 114.15	114.15



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
684000\$09	Opus Bank Collateralized CD 0.25% Due 06/28/2020	06/28/2019 06/28/2019 250,000.00	250,000.00 0.00 0.00 250,000.00	10.26 53.02 10.26 53.02	0.00 0.00 0.00 53.02	53.02
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 06/29/2021	06/24/2016 06/24/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	31.59 0.00 358.07 326.48	0.00 0.00 0.00 326.48	326.48
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 09/15/2020	08/29/2017 08/29/2017 250,000.00	250,000.00 0.00 0.00 250,000.00	1,405.48 0.00 1,808.90 403.42	0.00 0.00 0.00 403.42	403.42
98878BER5	Zions Bank Negotiable CD 1.7% Due 02/16/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,593.99 0.00 1,952.07 358.08	0.00 0.00 0.00 358.08	358.08
			5,041,026.78 815,376.26 1,205,878.50	15,858.08 1,224.61 21,298.13	569.62 0.00 569.62	
Total Cash & Equivalent		4,652,711.16	4,651,094.16	6,664.66	7,234.28	7,234.28
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund State Pool	Various Various 6,021,129.81	5,989,981.06 2,531,148.75 2,500,000.00 6,021,129.81	28,773.11 59,921.79 10,927.04 42,075.72	0.00 0.00 0.00 42,075.72	42,075.72
			5,989,981.06 2,531,148.75 2,500,000.00	28,773.11 59,921.79 10,927.04	0.00 0.00 0.00	
Total Local Agency Investment Fund		6,021,129.81	6,021,129.81	42,075.72	42,075.72	42,075.72

## Income Earned

As of January 31, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>INVESTMENT POOL</b>						
09CATR\$05	CalTrust Medium Term Fund	Various	6,454,970.73	0.00	0.00	10,878.41
		Various	10,878.41	10,878.41	0.00	
		642,946.61	0.00	0.00	0.00	
			6,465,849.14	10,878.41	10,878.41	
			6,454,970.73	0.00	0.00	
			10,878.41	10,878.41	0.00	
			0.00	0.00	0.00	
<b>Total Investment Pool</b>		<b>642,946.61</b>	<b>6,465,849.14</b>	<b>10,878.41</b>	<b>10,878.41</b>	<b>10,878.41</b>
			<b>28,511,258.82</b>	<b>106,833.38</b>	<b>1,884.31</b>	
			<b>4,313,020.22</b>	<b>98,581.61</b>	<b>2,699.38</b>	
			<b>4,243,264.67</b>	<b>89,030.10</b>	<b>(815.07)</b>	
<b>TOTAL PORTFOLIO</b>		<b>22,678,317.15</b>	<b>28,580,199.30</b>	<b>80,778.33</b>	<b>79,963.26</b>	<b>79,963.26</b>



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
02/09/2020	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
02/15/2020	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
02/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
02/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,092.45	193.00	2,285.45
02/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,697.50	380.00	7,077.50
02/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,343.50	170.58	5,514.08
02/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,455.92	463.75	4,919.67
02/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,821.45	125.65	6,947.10
02/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,530.01	606.25	6,136.26
02/16/2020	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/16/2020	Interest	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.00	2,125.33	2,125.33
02/17/2020	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
02/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	11,861.84	244.41	12,106.25
02/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,718.67	233.11	4,951.78
02/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,451.95	129.33	1,581.28





Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/21/2020	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,562.89	2,562.89
02/21/2020	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
02/25/2020	Interest	3134G95L7	1,000,000.00	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	0.00	8,000.00	8,000.00
02/25/2020	Interest	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	0.00	7,500.00	7,500.00
02/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
02/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,468.20	758.54	7,226.74
02/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
02/28/2020	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,187.84	2,187.84
<b>FEB 2020</b>					<b>55,441.49</b>	<b>37,966.04</b>	<b>93,407.53</b>
03/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	295.56	295.56
03/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,430.82	2,430.82
03/06/2020	Maturity	31938QL36	248,000.00	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	1,253.25	249,253.25
03/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
03/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	275.86	275.86

## Cash Flow Report

As of January 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
03/15/2020	Interest	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	0.00	2,368.49	2,368.49
03/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,463.82	451.94	4,915.76
03/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,537.54	115.30	6,652.84
03/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,711.45	367.27	7,078.72
03/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,233.33	162.66	5,395.99
03/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,097.16	189.63	2,286.79
03/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,543.10	592.84	6,135.94
03/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	11,389.49	225.33	11,614.82
03/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,730.99	222.29	4,953.28
03/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,455.21	126.99	1,582.20
03/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
03/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,488.25	740.70	7,228.95
03/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	49.60	49.60
03/30/2020	Interest	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	0.00	2,782.36	2,782.36
03/30/2020	Interest	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	0.00	2,720.53	2,720.53
03/31/2020	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50

## Cash Flow Report

As of January 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
<b>MAR 2020</b>					<b>302,650.34</b>	<b>36,054.05</b>	<b>338,704.39</b>
04/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
04/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
04/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
04/15/2020	Dividend	90LAIF\$00	203,189,412.86	Local Agency Investment Fund State Pool	0.00	10,922.55	10,922.55
04/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
04/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,101.88	186.26	2,288.14
04/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,122.91	154.89	5,277.80
04/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,725.43	354.52	7,079.95
04/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	6,253.04	105.39	6,358.43
04/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,556.21	579.40	6,135.61
04/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,471.74	440.11	4,911.85
04/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,743.33	211.45	4,954.78
04/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	10,915.98	207.02	11,123.00
04/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
04/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,458.49	124.63	1,583.12
04/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,508.36	722.80	7,231.16
04/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
04/29/2020	Maturity	62479LDV4	350,000.00	MUFG Bank Ltd Discount CP 1.89% Due 4/29/2020	350,000.00	0.00	350,000.00
04/30/2020	Interest	912828Q78	300,000.00	US Treasury Note 1.375% Due 4/30/2021	0.00	2,062.50	2,062.50
<b>APR 2020</b>					<b>403,857.37</b>	<b>23,749.05</b>	<b>427,606.42</b>
05/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
05/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
05/07/2020	Maturity	02587DXU7	250,000.00	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	2,493.15	252,493.15
05/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
05/13/2020	Maturity	254672NN4	250,000.00	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	2,493.15	252,493.15
05/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
05/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
05/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,479.67	428.26	4,907.93
05/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,739.45	341.74	7,081.19
05/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,967.97	95.90	6,063.87
05/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,012.20	147.30	5,159.50



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,569.37	565.92	6,135.29
05/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,106.61	182.88	2,289.49
05/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,755.70	200.58	4,956.28
05/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	10,441.33	189.46	10,630.79
05/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
05/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,461.76	122.28	1,584.04
05/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
05/25/2020	Call	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	3,750.00	1,003,750.00
05/25/2020	Call	3134G95L7	1,000,000.00	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	4,000.00	1,004,000.00
05/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
05/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
05/25/2020	Interest	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	0.00	2,809.78	2,809.78
05/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,528.54	704.85	7,233.39
05/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	51.31	51.31
05/31/2020	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
<b>MAY 2020</b>					<b>2,553,062.60</b>	<b>42,502.81</b>	<b>2,595,565.41</b>
06/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
06/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,111.35	179.49	2,290.84
06/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,901.23	139.86	5,041.09
06/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,753.48	328.94	7,082.42
06/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,682.29	86.85	5,769.14
06/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,582.54	552.42	6,134.96
06/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,487.61	416.39	4,904.00
06/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,768.11	189.68	4,957.79
06/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,965.52	172.67	10,138.19
06/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
06/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,465.06	119.91	1,584.97
06/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
06/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,548.78	686.84	7,235.62
06/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
06/28/2020	Maturity	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	250,000.00	3.42	250,003.42
06/29/2020	Interest	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
<b>JUN 2020</b>					<b>302,265.97</b>	<b>14,321.47</b>	<b>316,587.44</b>
07/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
07/11/2020	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
07/12/2020	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
07/13/2020	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
07/13/2020	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
07/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
07/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,767.55	316.11	7,083.66
07/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,595.76	538.88	6,134.64
07/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,396.04	78.23	5,474.27
07/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,789.99	132.59	4,922.58
07/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,116.09	176.10	2,292.19
07/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,495.57	404.50	4,900.07
07/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,780.54	178.76	4,959.30
07/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,488.57	156.64	9,645.21
07/19/2020	Interest	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	0.00	2,500.00	2,500.00
07/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,468.36	117.54	1,585.90

## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/24/2020	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
07/24/2020	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
07/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
07/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,569.07	668.78	7,237.85
07/31/2020	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
07/31/2020	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
<b>JUL 2020</b>					<b>51,467.54</b>	<b>29,307.13</b>	<b>80,774.67</b>
08/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
08/09/2020	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
08/15/2020	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
08/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
08/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,120.86	172.69	2,293.55
08/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,781.65	303.25	7,084.90
08/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,678.48	125.49	4,803.97
08/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,109.19	70.05	5,179.24
08/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,609.00	525.31	6,134.31
08/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,503.54	392.59	4,896.13





Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/16/2020	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
08/16/2020	Interest	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.00	2,102.22	2,102.22
08/17/2020	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
08/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,010.45	141.38	9,151.83
08/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,793.01	167.80	4,960.81
08/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,471.66	115.17	1,586.83
08/21/2020	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,535.04	2,535.04
08/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
08/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,589.44	650.66	7,240.10
08/28/2020	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,164.05	2,164.05
<b>AUG 2020</b>					<b>50,667.28</b>	<b>21,350.41</b>	<b>72,017.69</b>
09/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
09/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,457.53	2,457.53
09/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
09/08/2020	Maturity	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	26.71	250,026.71
09/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
09/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
09/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
09/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
09/15/2020	Maturity	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	2,394.52	252,394.52
09/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,511.53	380.65	4,892.18
09/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,566.69	118.55	4,685.24
09/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,622.27	511.71	6,133.98
09/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,125.63	169.28	2,294.91
09/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,795.78	290.36	7,086.14
09/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,821.75	62.30	4,884.05
09/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,805.51	156.82	4,962.33
09/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,531.17	126.89	8,658.06
09/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,474.97	112.79	1,587.76
09/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
09/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,609.87	632.48	7,242.35
09/30/2020	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
09/30/2020	Maturity	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	2,812.93	250,812.93



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2020	Maturity	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	2,750.42	250,750.42
<b>SEP 2020</b>					<b>1,045,865.17</b>	<b>34,297.40</b>	<b>1,080,162.57</b>
10/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
10/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
10/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
10/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
10/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,130.42	165.86	2,296.28
10/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,454.65	111.77	4,566.42
10/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,809.94	277.45	7,087.39
10/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,519.52	368.70	4,888.22
10/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,533.71	54.99	4,588.70
10/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,635.59	498.07	6,133.66
10/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,818.04	145.81	4,963.85
10/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,050.74	113.16	8,163.90
10/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
10/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,478.28	110.41	1,588.69
10/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,630.36	614.25	7,244.61
10/31/2020	Interest	912828Q78	300,000.00	US Treasury Note 1.375% Due 4/30/2021	0.00	2,062.50	2,062.50
<b>OCT 2020</b>					<b>49,061.25</b>	<b>12,127.77</b>	<b>61,189.02</b>
11/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
11/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
11/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
11/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
11/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
11/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,245.09	48.11	4,293.20
11/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,342.32	105.16	4,447.48
11/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,135.20	162.44	2,297.64
11/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,527.54	356.72	4,884.26
11/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,824.13	264.51	7,088.64
11/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,648.92	484.41	6,133.33
11/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,569.13	100.22	7,669.35
11/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,830.61	134.76	4,965.37

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
11/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,481.61	108.02	1,589.63
11/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
11/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
11/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
11/25/2020	Maturity	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	2,840.66	247,840.66
11/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,650.91	595.96	7,246.87
11/30/2020	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
<b>NOV 2020</b>					<b>293,255.46</b>	<b>29,146.93</b>	<b>322,402.39</b>
12/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
12/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
12/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,140.01	159.00	2,299.01
12/15/2020	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,955.87	41.67	3,997.54
12/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,662.29	470.71	6,133.00
12/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,229.73	98.72	4,328.45
12/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,838.34	251.55	7,089.89

## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,535.57	344.72	4,880.29
12/18/2020	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,843.21	123.69	4,966.90
12/18/2020	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,086.37	88.04	7,174.41
12/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
12/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,484.95	105.62	1,590.57
12/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
12/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,671.53	577.62	7,249.15
12/29/2020	Interest	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
<b>DEC 2020</b>					<b>47,447.87</b>	<b>13,633.61</b>	<b>61,081.48</b>
01/01/2021	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
01/11/2021	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
01/12/2021	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
01/13/2021	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
01/13/2021	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
01/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
01/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,116.85	92.45	4,209.30
01/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,144.83	155.56	2,300.39

## Cash Flow Report

As of January 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2021	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,852.58	238.56	7,091.14
01/15/2021	Paydown	47788BAD6	82,844.08	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,666.06	35.67	3,701.73
01/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,543.62	332.70	4,876.32
01/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,675.69	456.98	6,132.67
01/18/2021	Paydown	43814WAB1	101,720.06	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,855.85	112.59	4,968.44
01/18/2021	Paydown	89238KAD4	151,965.43	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,602.43	76.64	6,679.07
01/19/2021	Maturity	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	2,500.00	202,500.00
01/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,488.29	103.22	1,591.51
01/24/2021	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/24/2021	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
01/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
01/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,692.21	559.22	7,251.43
<b>JAN 2021</b>					<b>246,638.41</b>	<b>23,847.30</b>	<b>270,485.71</b>
<b>TOTAL</b>					<b>5,401,680.75</b>	<b>318,303.97</b>	<b>5,719,984.72</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

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**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



# CITY OF GARDENA



## INVESTMENT REPORT **February 2020**

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

**FEBRUARY 1, 2020 THROUGH FEBRUARY 29, 2020**

**Chandler Team:**

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*

## Portfolio Summary

As of February 29, 2020



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.78
Average Coupon	2.03%
Average Purchase YTM	1.88%
Average Market YTM	1.53%
Average S&P/Moody Rating	AA-/Aa2
Average Final Maturity	0.97 yrs
Average Life	0.81 yrs

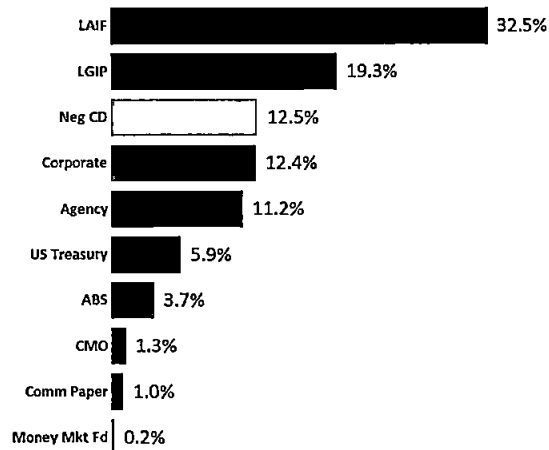
## ACCOUNT SUMMARY

	Beg. Values as of 1/31/20	End Values as of 2/29/20
Market Value	28,773,288	33,943,178
Accrued Interest	89,030	94,913
Total Market Value	<b>28,862,318</b>	<b>34,038,091</b>
Income Earned	79,963	52,545
Cont/WD		
Par	22,678,317	27,715,399
Book Value	28,580,199	33,626,809
Cost Value	28,581,879	33,629,678

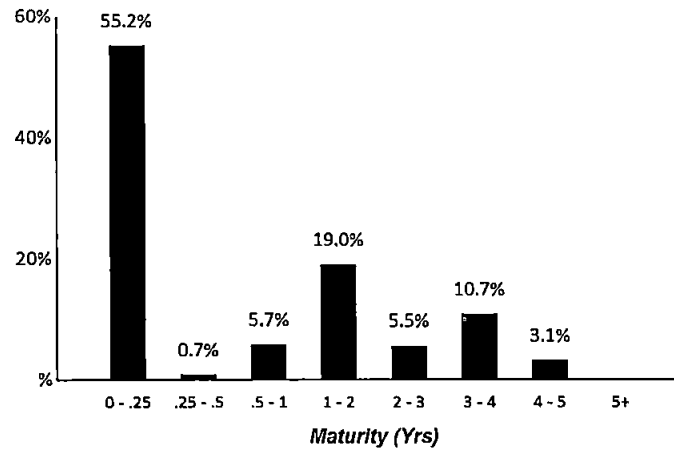
## TOP ISSUERS

Local Agency Investment Fund	32.5%
CalTrust	19.3%
Government of United States	5.9%
Federal Home Loan Mortgage Corp	5.3%
Federal National Mortgage Assoc	4.1%
Federal Home Loan Bank	3.2%
John Deere ABS	1.5%
American Express Credit	1.5%
<b>Total</b>	<b>73.2%</b>

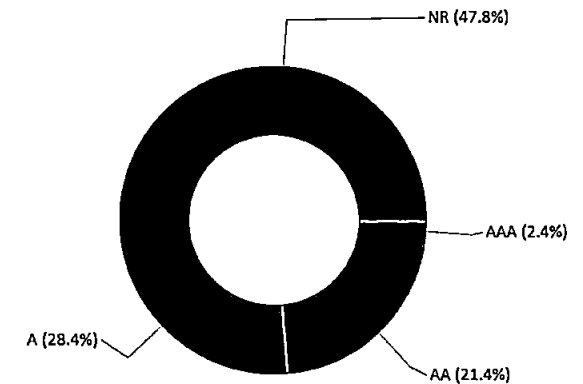
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## Holdings Report

As of February 29, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	90,929.55	02/19/2019 2.77%	90,923.70 90,926.00	100.50 1.46%	91,380.28 90.30	0.27% 454.28	NR / AAA AAA	1.56 0.38
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	66,741.06	02/06/2019 2.91%	66,060.62 66,329.32	100.10 1.44%	66,805.66 53.99	0.20% 476.34	Aaa / NR AAA	1.63 0.25
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	138,194.18	02/05/2019 3.14%	136,558.53 137,148.34	100.22 1.46%	138,493.22 96.31	0.41% 1,344.88	Aaa / AAA NR	1.89 0.45
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	200,000.00	10/30/2019 2.18%	200,281.25 200,244.28	100.50 1.06%	201,009.80 202.67	0.59% 765.52	Aaa / NR AAA	2.21 0.41
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	175,000.00	08/29/2019 1.98%	178,739.26 178,207.15	102.07 1.45%	178,622.50 247.33	0.53% 415.35	Aaa / AAA NR	3.04 1.17
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	250,000.00	08/27/2019 1.87%	255,205.08 254,526.00	102.34 1.21%	255,845.75 323.33	0.75% 1,319.75	Aaa / NR AAA	3.38 1.35
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,000.00	08/20/2019 1.79%	114,999.05 114,999.21	100.94 1.31%	116,076.74 90.98	0.34% 1,077.53	Aaa / AAA NR	3.46 1.97
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,994.37	101.58 1.18%	81,267.52 47.42	0.24% 1,273.15	NR / AAA AAA	4.15 2.05
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	120,000.00	10/16/2019 1.94%	119,993.66 119,994.14	101.61 1.17%	121,933.08 102.93	0.36% 1,938.94	Aaa / AAA NR	4.38 2.10
<b>Total ABS</b>		<b>1,235,864.79</b>	<b>2.20%</b>	<b>1,242,754.98</b> <b>1,242,368.81</b>	<b>1.28%</b>	<b>1,251,434.55</b> <b>1,255.26</b>	<b>3.68%</b> <b>9,065.74</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>2.91</b> <b>1.12</b>

<b>AGENCY</b>									
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	100.11 1.17%	1,001,063.00 266.67	2.94% 1,063.00	Aaa / AA+ AAA	1.49 0.23
3136G3Y25	FNMA Callable Note Qrtly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	100.09 1.13%	1,000,928.00 250.00	2.94% 928.00	Aaa / AA+ AAA	1.49 0.23
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	320,000.00	12/19/2019 1.68%	319,654.40 319,688.44	101.18 0.96%	323,790.40 1,025.56	0.95% 4,101.96	Aaa / AA+ AAA	1.81 1.78

## Holdings Report

As of February 29, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 354,347.44	102.59 0.98%	359,054.85 1,108.33	1.06% 4,707.41	Aaa / AA+ AAA	1.87 1.83
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 354,121.06	105.34 0.96%	368,704.00 4,571.88	1.10% 14,582.94	Aaa / AA+ NR	3.03 2.88
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 364,889.83	106.70 0.94%	373,450.35 4,723.78	1.11% 8,560.52	Aaa / AA+ AAA	3.54 3.34
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 370,927.37	108.81 0.99%	380,830.10 2,723.44	1.13% 9,902.73	Aaa / AA+ AAA	3.78 3.54
<b>Total Agency</b>		<b>3,720,000.00</b>	<b>1.67%</b>	<b>3,769,592.40</b> <b>3,763,974.14</b>	<b>1.06%</b>	<b>3,807,820.70</b> <b>14,669.66</b>	<b>11.23%</b> <b>43,846.56</b>	<b>Aaa / AA+ AAA</b>	<b>2.13</b> <b>1.41</b>
<b>CMO</b>									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	135,000.00	06/26/2019 2.09%	138,701.95 137,909.59	103.09 1.62%	139,167.04 347.63	0.41% 1,257.45	Aaa / NR NR	2.49 2.18
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 1.30%	285,881.84 284,178.39	106.06 1.29%	291,675.45 151.71	0.86% 7,497.06	NR / NR AAA	3.24 3.01
<b>Total CMO</b>		<b>410,000.00</b>	<b>1.56%</b>	<b>424,583.79</b> <b>422,087.98</b>	<b>1.40%</b>	<b>430,842.49</b> <b>499.34</b>	<b>1.27%</b> <b>8,754.51</b>	<b>Aaa / NR AAA</b>	<b>2.99</b> <b>2.74</b>
<b>COMMERCIAL PAPER</b>									
62479LDV4	MUFG Bank Ltd Discount CP 1.89% Due 4/29/2020	350,000.00	11/22/2019 1.93%	347,078.38 348,915.88	99.69 1.93%	348,915.88 0.00	1.03% 0.00	P-1 / A-1 NR	0.16 0.16
<b>Total Commercial Paper</b>		<b>350,000.00</b>	<b>1.93%</b>	<b>347,078.38</b> <b>348,915.88</b>	<b>1.93%</b>	<b>348,915.88</b> <b>0.00</b>	<b>1.03%</b> <b>0.00</b>	<b>Aaa / AA NR</b>	<b>0.16</b> <b>0.16</b>
<b>CORPORATE</b>									
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	03/06/2019 2.86%	198,710.00 199,388.05	100.90 1.48%	201,793.00 583.33	0.59% 2,404.95	Aa2 / AA- AA	0.89 0.88
06051GFW4	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	04/25/2019 2.69%	199,750.00 199,856.45	101.14 1.61%	202,283.60 1,925.00	0.60% 2,427.15	A2 / A- A+	1.14 1.11
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	04/30/2019 2.64%	197,280.00 198,385.45	100.74 1.34%	201,480.60 1,105.00	0.60% 3,095.15	A1 / A AA-	1.22 1.20

## Holdings Report

As of February 29, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	04/25/2019 2.66%	202,274.00 201,308.41	102.29 1.23%	204,583.00 1,805.56	0.61% 3,274.59	A2 / A A	1.22 1.11
02665WBF7	American Honda Finance Note 1.65% Due 7/12/2021	200,000.00	07/30/2019 2.26%	197,692.00 198,385.70	100.41 1.35%	200,822.20 449.17	0.59% 2,436.50	A2 / A NR	1.37 1.35
69371RP42	Paccar Financial Corp Note 3.15% Due 8/9/2021	200,000.00	04/24/2019 2.74%	201,814.00 201,141.34	102.46 1.43%	204,910.60 385.00	0.60% 3,769.26	A1 / A+ NR	1.44 1.41
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	200,000.00	05/16/2019 2.73%	198,108.00 198,769.51	100.24 1.78%	200,472.60 204.00	0.59% 1,703.09	A2 / A- AA-	1.46 0.46
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	200,000.00	04/11/2019 2.66%	196,464.00 197,748.00	100.79 1.36%	201,579.20 1,752.22	0.60% 3,831.20	A1 / A+ A	1.55 1.42
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50 247,906.38	102.21 1.43%	255,532.50 255.21	0.75% 7,626.12	A2 / A A+	1.97 1.84
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00 200,221.21	103.24 1.35%	206,478.40 1,710.00	0.61% 6,257.19	A2 / A NR	2.20 2.12
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20 300,414.54	102.18 1.27%	311,646.26 3,151.24	0.92% 11,231.72	A2 / A A	2.53 2.43
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00 199,888.67	104.35 1.15%	208,705.60 750.00	0.62% 8,816.93	Aa3 / AA- A+	2.87 2.76
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00 203,058.30	103.16 1.24%	206,320.80 640.00	0.61% 3,262.50	Aa1 / AA+ NR	2.87 2.69
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	200,000.00	04/29/2019 3.00%	200,338.00 200,234.57	102.58 1.69%	205,158.00 630.85	0.60% 4,923.43	A2 / A- A+	2.90 1.84
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	75,000.00	02/11/2020 1.75%	76,775.25 76,746.54	103.10 1.48%	77,324.40 167.92	0.23% 577.86	A2 / A- NR	2.92 2.73
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 197,677.87	103.26 1.35%	206,513.80 1,573.33	0.61% 8,835.93	Aa1 / AA+ NR	3.18 3.04
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	200,000.00	05/15/2019 2.97%	204,780.00 203,839.62	105.78 1.76%	211,553.40 1,920.00	0.63% 7,713.78	A2 / A A+	3.24 3.04

## Holdings Report

As of February 29, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 255,417.84	106.35 1.43%	265,871.50 873.61	0.78% 10,453.66	A1 / AA- AA-	3.40 3.14
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 195,453.52	102.47 1.43%	204,944.60 183.33	0.60% 9,491.08	A1 / A AA-	3.46 3.17
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	07/16/2019 2.49%	206,600.00 205,717.67	106.68 1.54%	213,354.20 3,069.44	0.64% 7,636.53	Aa3 / A AA-	4.03 3.74
<b>Total Corporate</b>		<b>4,080,000.00</b>	<b>2.69%</b>	<b>4,077,730.95</b> <b>4,081,559.64</b>	<b>1.43%</b>	<b>4,191,328.26</b> <b>23,134.21</b>	<b>12.38%</b> <b>109,768.62</b>	<b>A1 / A+</b> <b>A+</b>	<b>2.30</b> <b>2.09</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	11,021,129.81	Various 1.89%	11,021,129.81 11,021,129.81	1.00 1.89%	11,021,129.81 26,846.77	32.46% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>11,021,129.81</b>	<b>1.89%</b>	<b>11,021,129.81</b> <b>11,021,129.81</b>	<b>1.89%</b>	<b>11,021,129.81</b> <b>26,846.77</b>	<b>32.46%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$05	CalTrust Medium Term Fund	643,883.98	Various 1.63%	6,475,400.97 6,475,400.97	10.19 1.63%	6,561,177.73 0.00	19.28% 85,776.76	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>643,883.98</b>	<b>1.63%</b>	<b>6,475,400.97</b> <b>6,475,400.97</b>	<b>1.63%</b>	<b>6,561,177.73</b> <b>0.00</b>	<b>19.28%</b> <b>85,776.76</b>	<b>NR / A+</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>MONEY MARKET FUND FI</b>									
31846V203	First American Govt Obligation Fund Class Y	81,520.74	Various 1.17%	81,520.74 81,520.74	1.00 1.17%	81,520.74 0.00	0.24% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>81,520.74</b>	<b>1.17%</b>	<b>81,520.74</b> <b>81,520.74</b>	<b>1.17%</b>	<b>81,520.74</b> <b>0.00</b>	<b>0.24%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>NEGOTIABLE CD</b>									
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015 1.54%	248,000.00 248,000.00	100.00 1.52%	248,001.24 1,200.59	0.73% 1.24	NR / NR NR	0.02 0.02

## Holdings Report

As of February 29, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	100.08 1.54%	250,210.25 1,575.34	0.74% 210.25	NR / NR NR	0.19 0.19
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	100.10 1.49%	250,255.00 1,493.15	0.74% 255.00	NR / NR NR	0.20 0.20
684000\$09	Opus Bank Collateralized CD 0.25% Due 6/28/2020	250,000.00	06/28/2019 0.25%	250,000.00 250,000.00	100.00 0.25%	250,000.00 6.84	0.73% 0.00	NR / NR NR	0.33 0.33
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017 1.94%	250,000.00 250,000.00	100.24 1.49%	250,595.00 2,364.04	0.74% 595.00	NR / NR NR	0.53 0.52
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017 1.90%	250,000.00 250,000.00	100.22 1.49%	250,554.00 2,186.30	0.74% 554.00	NR / NR NR	0.55 0.54
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015 2.20%	248,000.00 248,000.00	100.45 1.43%	249,107.82 2,287.04	0.74% 1,107.82	NR / NR NR	0.59 0.58
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015 2.25%	248,000.00 248,000.00	100.45 1.48%	249,107.57 2,339.01	0.74% 1,107.57	NR / NR NR	0.59 0.58
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	100.55 1.55%	246,347.01 1,497.52	0.73% 1,347.01	NR / NR NR	0.74 0.73
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	100.24 1.45%	248,595.94 161.71	0.73% 595.94	NR / NR NR	0.97 0.96
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	100.42 1.07%	249,051.52 295.56	0.73% 1,051.52	NR / NR NR	0.99 0.98
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	100.30 1.45%	248,742.02 23.78	0.73% 742.02	NR / NR NR	1.00 0.99
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	100.49 1.25%	249,220.41 1,697.95	0.74% 1,220.41	NR / NR NR	1.10 1.08
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	100.50 0.95%	249,251.41 142.68	0.73% 1,251.41	NR / NR NR	1.13 1.12
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	100.20 1.40%	248,490.05 663.48	0.73% 490.05	NR / NR NR	1.33 1.31
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	100.02 1.54%	248,037.94 1,537.60	0.73% 37.94	NR / NR NR	1.61 1.57





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	101.17 1.45%	250,890.44 125.36	0.74% 2,890.44	NR / NR NR	1.96 1.92
<b>Total Negotiable CD</b>		<b>4,223,000.00</b>	<b>1.74%</b>	<b>4,223,000.00</b>	<b>1.34%</b>	<b>4,236,457.62</b> <b>19,597.95</b>	<b>12.50%</b> <b>13,457.62</b>	<b>NR / NR</b> <b>NR</b>	<b>0.81</b> <b>0.80</b>
<b>US TREASURY</b>									
912828Q78	US Treasury Note 1.375% Due 4/30/2021	300,000.00	01/30/2020 1.48%	299,601.56 299,627.83	100.34 1.08%	301,007.70 1,382.55	0.89% 1,379.87	Aaa / AA+ AAA	1.17 1.15
912828M80	US Treasury Note 2% Due 11/30/2022	300,000.00	Various 1.60%	303,459.37 303,190.01	103.01 0.89%	309,035.10 1,508.20	0.91% 5,845.09	Aaa / AA+ AAA	2.75 2.67
912828VB3	US Treasury Note 1.75% Due 5/15/2023	250,000.00	12/16/2019 1.69%	250,517.58 250,486.40	102.70 0.89%	256,757.75 1,286.06	0.76% 6,271.35	Aaa / AA+ AAA	3.21 3.11
912828T26	US Treasury Note 1.375% Due 9/30/2023	300,000.00	Various 1.93%	293,108.59 294,246.67	101.68 0.90%	305,027.40 1,724.38	0.90% 10,780.73	Aaa / AA+ AAA	3.59 3.48
912828V80	US Treasury Note 2.25% Due 1/31/2024	200,000.00	11/26/2019 1.59%	205,304.69 204,974.45	105.16 0.91%	210,312.40 370.88	0.62% 5,337.95	Aaa / AA+ AAA	3.92 3.76
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 309,217.34	106.53 0.91%	319,593.60 2,204.67	0.95% 10,376.26	Aaa / AA+ AAA	4.21 3.98
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 305,108.12	103.61 0.92%	310,816.50 432.69	0.91% 5,708.38	Aaa / AA+ AAA	4.42 4.25
<b>Total US Treasury</b>		<b>1,950,000.00</b>	<b>1.63%</b>	<b>1,966,886.33</b> <b>1,966,850.82</b>	<b>0.93%</b>	<b>2,012,550.45</b> <b>8,909.43</b>	<b>5.94%</b> <b>45,699.63</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>3.31</b> <b>3.19</b>
<b>TOTAL PORTFOLIO</b>		<b>27,715,399.32</b>	<b>1.88%</b>	<b>33,629,678.35</b> <b>33,626,808.79</b>	<b>1.53%</b>	<b>33,943,178.23</b> <b>94,912.62</b>	<b>100.00%</b> <b>316,369.44</b>	<b>Aa2 / AA-</b> <b>AA+</b>	<b>0.97</b> <b>0.78</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>34,038,090.85</b>			

## Transaction Ledger

As of February 29, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	02/01/2020	31846V203	315.95	First American Govt Obligation Fund Class Y	1.000	1.17%	315.95	0.00	315.95	0.00
Purchase	02/03/2020	31846V203	425.08	First American Govt Obligation Fund Class Y	1.000	1.17%	425.08	0.00	425.08	0.00
Purchase	02/09/2020	31846V203	3,150.00	First American Govt Obligation Fund Class Y	1.000	1.17%	3,150.00	0.00	3,150.00	0.00
Purchase	02/13/2020	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	102.367	1.78%	76,775.25	70.42	76,845.67	0.00
Purchase	02/15/2020	31846V203	2,589.88	First American Govt Obligation Fund Class Y	1.000	1.17%	2,589.88	0.00	2,589.88	0.00
Purchase	02/16/2020	31846V203	4,325.33	First American Govt Obligation Fund Class Y	1.000	1.17%	4,325.33	0.00	4,325.33	0.00
Purchase	02/17/2020	31846V203	3,281.25	First American Govt Obligation Fund Class Y	1.000	1.17%	3,281.25	0.00	3,281.25	0.00
Purchase	02/18/2020	31846V203	606.25	First American Govt Obligation Fund Class Y	1.000	1.17%	606.25	0.00	606.25	0.00
Purchase	02/18/2020	31846V203	170.58	First American Govt Obligation Fund Class Y	1.000	1.17%	170.58	0.00	170.58	0.00
Purchase	02/18/2020	31846V203	380.00	First American Govt Obligation Fund Class Y	1.000	1.17%	380.00	0.00	380.00	0.00
Purchase	02/18/2020	31846V203	193.00	First American Govt Obligation Fund Class Y	1.000	1.17%	193.00	0.00	193.00	0.00
Purchase	02/18/2020	31846V203	463.75	First American Govt Obligation Fund Class Y	1.000	1.17%	463.75	0.00	463.75	0.00
Purchase	02/18/2020	31846V203	11,023.62	First American Govt Obligation Fund Class Y	1.000	1.17%	11,023.62	0.00	11,023.62	0.00
Purchase	02/18/2020	31846V203	16,228.67	First American Govt Obligation Fund Class Y	1.000	1.17%	16,228.67	0.00	16,228.67	0.00
Purchase	02/18/2020	31846V203	14,015.66	First American Govt Obligation Fund Class Y	1.000	1.17%	14,015.66	0.00	14,015.66	0.00
Purchase	02/20/2020	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	1.17%	129.33	0.00	129.33	0.00

## Transaction Ledger

As of February 29, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	02/21/2020	31846V203	2,562.89	First American Govt Obligation Fund Class Y	1.000	1.17%	2,562.89	0.00	2,562.89	0.00
Purchase	02/25/2020	31846V203	15,500.00	First American Govt Obligation Fund Class Y	1.000	1.17%	15,500.00	0.00	15,500.00	0.00
Purchase	02/25/2020	31846V203	758.54	First American Govt Obligation Fund Class Y	1.000	1.17%	758.54	0.00	758.54	0.00
Purchase	02/25/2020	31846V203	347.63	First American Govt Obligation Fund Class Y	1.000	1.17%	347.63	0.00	347.63	0.00
Purchase	02/28/2020	31846V203	2,187.84	First American Govt Obligation Fund Class Y	1.000	1.17%	2,187.84	0.00	2,187.84	0.00
Purchase	02/29/2020	09CATR\$05	937.37	CalTrust Medium Term Fund	10.190	1.63%	9,551.83	0.00	9,551.83	0.00
<b>Subtotal</b>			<b>154,592.62</b>				<b>164,982.33</b>	<b>70.42</b>	<b>165,052.75</b>	<b>0.00</b>
Security Contribution	02/24/2020	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
<b>Subtotal</b>			<b>5,000,000.00</b>				<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>5,154,592.62</b>				<b>5,164,982.33</b>	<b>70.42</b>	<b>5,165,052.75</b>	<b>0.00</b>

<b>DISPOSITIONS</b>										
Sale	02/13/2020	31846V203	76,845.67	First American Govt Obligation Fund Class Y	1.000	1.17%	76,845.67	0.00	76,845.67	0.00
<b>Subtotal</b>			<b>76,845.67</b>				<b>76,845.67</b>	<b>0.00</b>	<b>76,845.67</b>	<b>0.00</b>
Paydown	02/18/2020	43814WAB1	10,790.51	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		10,790.51	233.11	11,023.62	0.00
Paydown	02/18/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	170.58	170.58	0.00
Paydown	02/18/2020	477870AB5	0.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	100.000		0.00	380.00	380.00	0.00
Paydown	02/18/2020	47788BAD6	16,103.02	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		16,103.02	125.65	16,228.67	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	02/18/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	606.25	606.25	0.00
Paydown	02/18/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	193.00	193.00	0.00
Paydown	02/18/2020	89231PAD0	0.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		0.00	463.75	463.75	0.00
Paydown	02/18/2020	89238KAD4	13,771.25	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		13,771.25	244.41	14,015.66	0.00
Paydown	02/20/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	129.33	129.33	0.00
Paydown	02/25/2020	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.54	758.54	0.00
Paydown	02/25/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	347.63	347.63	0.00
<b>Subtotal</b>			<b>40,664.78</b>				<b>40,664.78</b>	<b>3,652.25</b>	<b>44,317.03</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>117,510.45</b>				<b>117,510.45</b>	<b>3,652.25</b>	<b>121,162.70</b>	<b>0.00</b>

<b>OTHER TRANSACTIONS</b>										
Interest	02/01/2020	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.000		315.95	0.00	315.95	0.00
Interest	02/09/2020	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.000		3,150.00	0.00	3,150.00	0.00
Interest	02/15/2020	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.000		2,295.00	0.00	2,295.00	0.00
Interest	02/15/2020	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.000		294.88	0.00	294.88	0.00
Interest	02/16/2020	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.000		2,200.00	0.00	2,200.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	02/16/2020	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.000		2,125.33	0.00	2,125.33	0.00
Interest	02/17/2020	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.000		3,281.25	0.00	3,281.25	0.00
Interest	02/21/2020	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.000		2,562.89	0.00	2,562.89	0.00
Interest	02/25/2020	3134G95L7	1,000,000.00	FHLMC Callable Note Qtrly 11/25/2016 1.6% Due 8/25/2021	0.000		8,000.00	0.00	8,000.00	0.00
Interest	02/25/2020	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	0.000		7,500.00	0.00	7,500.00	0.00
Interest	02/26/2020	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.000		53.02	0.00	53.02	0.00
Interest	02/28/2020	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.000		2,187.84	0.00	2,187.84	0.00
<b>Subtotal</b>			<b>4,340,000.00</b>				<b>33,966.16</b>	<b>0.00</b>	<b>33,966.16</b>	<b>0.00</b>
Dividend	02/03/2020	31846V203	80,027.11	First American Govt Obligation Fund Class Y	0.000		425.08	0.00	425.08	0.00
Dividend	02/29/2020	09CATR\$05	642,946.61	CalTrust Medium Term Fund	0.000		9,551.83	0.00	9,551.83	0.00
<b>Subtotal</b>			<b>722,973.72</b>				<b>9,976.91</b>	<b>0.00</b>	<b>9,976.91</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>5,062,973.72</b>				<b>43,943.07</b>	<b>0.00</b>	<b>43,943.07</b>	<b>0.00</b>

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
02665WBF7	American Honda Finance Note 1.65% Due 07/12/2021	07/30/2019 07/31/2019 200,000.00	198,291.69 0.00 0.00 198,385.70	174.17 0.00 449.17 275.00	94.01 0.00 94.01 369.01	369.01
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	197,619.72 0.00 0.00 197,677.87	1,173.33 0.00 1,573.33 400.00	58.15 0.00 58.15 458.15	458.15
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 01/13/2023	11/21/2019 11/25/2019 200,000.00	203,145.51 0.00 0.00 203,058.30	240.00 0.00 640.00 400.00	0.00 87.21 (87.21) 312.79	312.79
06051GFW4	Bank of America Corp Note 2.625% Due 04/19/2021	04/25/2019 04/29/2019 200,000.00	199,846.39 0.00 0.00 199,856.45	1,487.50 0.00 1,925.00 437.50	10.06 0.00 10.06 447.56	447.56
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	195,349.13 0.00 0.00 195,453.52	2,016.67 2,200.00 183.33 366.66	104.39 0.00 104.39 471.05	471.05
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	300,270.15 0.00 0.00 300,414.54	2,604.78 0.00 3,151.24 546.46	144.39 0.00 144.39 690.85	690.85
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	371,368.10 0.00 0.00 370,927.37	1,739.06 0.00 2,723.44 984.38	0.00 440.73 (440.73) 543.65	543.65
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	354,229.31 0.00 0.00 354,121.06	3,769.79 0.00 4,571.88 802.09	0.00 108.25 (108.25) 693.84	693.84
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	12/19/2019 12/20/2019 320,000.00	319,674.73 0.00 0.00 319,688.44	592.22 0.00 1,025.56 433.34	13.71 0.00 13.71 447.05	447.05

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 08/25/2021	08/04/2016 08/04/2016 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	6,933.33 8,000.00 266.67 1,333.34	0.00 0.00 0.00 1,333.34	1,333.34
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	365,224.56 0.00 0.00 364,889.83	3,885.24 0.00 4,723.78 838.54	0.00 334.73 (334.73) 503.81	503.81
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 08/25/2021	08/04/2016 08/04/2016 1,000,000.00	1,000,000.00 0.00 0.00 1,000,000.00	6,500.00 7,500.00 250.00 1,250.00	0.00 0.00 0.00 1,250.00	1,250.00
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	284,403.96 0.00 0.00 284,178.39	151.71 758.54 151.71 758.54	0.00 225.57 (225.57) 532.97	532.97
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	06/26/2019 06/28/2019 135,000.00	138,002.62 0.00 0.00 137,909.59	347.63 347.63 347.63 347.63	0.00 93.03 (93.03) 254.60	254.60
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	354,532.03 0.00 0.00 354,347.44	415.63 0.00 1,108.33 692.70	0.00 184.59 (184.59) 508.11	508.11
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 200,000.00	203,933.98 0.00 0.00 203,839.62	1,320.00 0.00 1,920.00 600.00	0.00 94.36 (94.36) 505.64	505.64
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 09/20/2021	02/19/2019 02/27/2019 90,929.55	101,715.89 0.00 10,790.51 90,926.00	101.01 233.11 90.30 222.40	0.62 0.00 0.62 223.02	223.02
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 115,000.00	114,999.18 0.00 0.00 114,999.21	90.98 170.58 90.98 170.58	0.03 0.00 0.03 170.61	170.61

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
459200JX0	IBM Corp Note 2.85% Due 05/13/2022	05/16/2019 05/20/2019 200,000.00	200,229.20 0.00 0.00 200,221.21	1,235.00 0.00 1,710.00 475.00	0.00 7.99 (7.99) 467.01	467.01
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 08/15/2021	05/16/2019 05/20/2019 200,000.00	198,702.43 0.00 0.00 198,769.51	2,116.50 2,295.00 204.00 382.50	67.08 0.00 67.08 449.58	449.58
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 05/16/2022	10/30/2019 10/31/2019 200,000.00	200,253.06 0.00 0.00 200,244.28	202.67 380.00 202.67 380.00	0.00 8.78 (8.78) 371.22	371.22
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	02/06/2019 02/08/2019 66,741.06	82,308.00 0.00 16,103.02 66,329.32	67.01 125.65 53.99 112.63	124.34 0.00 124.34 236.97	236.97
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 250,000.00	254,632.45 0.00 0.00 254,526.00	323.33 606.25 323.33 606.25	0.00 106.45 (106.45) 499.80	499.80
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 120,000.00	119,994.03 0.00 0.00 119,994.14	102.93 193.00 102.93 193.00	0.11 0.00 0.11 193.11	193.11
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	04/11/2019 04/15/2019 200,000.00	197,632.00 0.00 0.00 197,748.00	1,435.56 0.00 1,752.22 316.66	116.00 0.00 116.00 432.66	432.66
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	247,821.82 0.00 0.00 247,906.38	2,989.58 3,281.25 255.21 546.88	84.56 0.00 84.56 631.44	631.44
69371RP42	Paccar Financial Corp Note 3.15% Due 08/09/2021	04/24/2019 04/26/2019 200,000.00	201,204.27 0.00 0.00 201,141.34	3,010.00 3,150.00 385.00 525.00	0.00 62.93 (62.93) 462.07	462.07



## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 01/30/2023	02/11/2020 02/13/2020 75,000.00	0.00 76,775.25 0.00 76,746.54	0.00 (70.42) 167.92 97.50	0.00 28.71 (28.71) 68.79	68.79
78012KKU0	Royal Bank of Canada Note 2.5% Due 01/19/2021	03/06/2019 03/08/2019 200,000.00	199,333.28 0.00 0.00 199,388.05	166.67 0.00 583.33 416.66	54.77 0.00 54.77 471.43	471.43
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 05/21/2021	04/25/2019 04/29/2019 200,000.00	201,399.63 0.00 0.00 201,308.41	1,263.89 0.00 1,805.56 541.67	0.00 91.22 (91.22) 450.45	450.45
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	04/30/2019 05/02/2019 200,000.00	198,280.00 0.00 0.00 198,385.45	780.00 0.00 1,105.00 325.00	105.45 0.00 105.45 430.45	430.45
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	07/16/2019 07/18/2019 200,000.00	205,830.39 0.00 0.00 205,717.67	2,527.78 0.00 3,069.44 541.66	0.00 112.72 (112.72) 428.94	428.94
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 175,000.00	178,291.01 0.00 0.00 178,207.15	247.33 463.75 247.33 463.75	0.00 83.86 (83.86) 379.89	379.89
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 01/11/2023	04/25/2019 04/29/2019 200,000.00	199,885.59 0.00 0.00 199,888.67	300.00 0.00 750.00 450.00	3.08 0.00 3.08 453.08	453.08
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 01/18/2022	02/05/2019 02/07/2019 138,194.18	150,766.89 0.00 13,771.25 137,148.34	105.91 244.41 96.31 234.81	152.70 0.00 152.70 387.51	387.51
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	255,547.80 0.00 0.00 255,417.84	165.28 0.00 873.61 708.33	0.00 129.96 (129.96) 578.37	578.37



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 300,000.00	303,282.16 0.00 0.00 303,190.01	1,032.79 0.00 1,508.20 475.41	0.00 92.15 (92.15) 383.26	383.26
912828Q78	US Treasury Note 1.375% Due 04/30/2021	01/30/2020 01/31/2020 300,000.00	299,602.44 0.00 0.00 299,627.83	1,053.91 0.00 1,382.55 328.64	25.39 0.00 25.39 354.03	354.03
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 300,000.00	294,119.11 0.00 0.00 294,246.67	1,397.55 0.00 1,724.38 326.83	127.56 0.00 127.56 454.39	454.39
912828V80	US Treasury Note 2.25% Due 01/31/2024	11/26/2019 11/27/2019 200,000.00	205,075.26 0.00 0.00 204,974.45	12.36 0.00 370.88 358.52	0.00 100.81 (100.81) 257.71	257.71
912828VB3	US Treasury Note 1.75% Due 05/15/2023	12/16/2019 12/17/2019 250,000.00	250,498.46 0.00 0.00 250,486.40	937.50 0.00 1,286.06 348.56	0.00 12.06 (12.06) 336.50	336.50
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	309,391.37 0.00 0.00 309,217.34	1,607.14 0.00 2,204.67 597.53	0.00 174.03 (174.03) 423.50	423.50
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	305,199.96 0.00 0.00 305,108.12	14.42 0.00 432.69 418.27	0.00 91.84 (91.84) 326.43	326.43
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,994.26 0.00 0.00 79,994.37	47.42 129.33 47.42 129.33	0.11 0.00 0.11 129.44	129.44
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 01/24/2023	04/29/2019 04/30/2019 200,000.00	200,244.37 0.00 0.00 200,234.57	119.35 0.00 630.85 511.50	0.00 9.80 (9.80) 501.70	501.70

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort: Of Premium Net Accret/Amort Income Earned	Total Income
			11,442,126.19	56,804.93	1,286.51	
			76,775.25	30,008.08	2,681.78	
			40,664.78	48,467.90	(1,395.27)	
Total Fixed Income		11,395,864.79	11,476,841.39	21,671.05	20,275.78	20,275.78
<b>CASH &amp; EQUIVALENT</b>						
02587CFZ8	American Express	08/29/2017	250,000.00	1,976.71	0.00	387.33
	Negotiable CD	08/29/2017	0.00	0.00	0.00	
	1.95% Due 09/08/2020	250,000.00	0.00	2,364.04	0.00	
			250,000.00	387.33	387.33	
02587DXU7	American Express Centurion	05/06/2015	250,000.00	1,178.08	0.00	397.26
	Negotiable CD	05/06/2015	0.00	0.00	0.00	
	2% Due 05/07/2020	250,000.00	0.00	1,575.34	0.00	
			250,000.00	397.26	397.26	
05580ACZ5	BMW Corp	09/24/2015	248,000.00	1,853.55	0.00	433.49
	Negotiable CD	09/24/2015	0.00	0.00	0.00	
	2.2% Due 09/30/2020	248,000.00	0.00	2,287.04	0.00	
			248,000.00	433.49	433.49	
08173QBS4	Beneficial Bank	09/20/2016	248,000.00	1,232.19	0.00	305.41
	Negotiable CD	09/20/2016	0.00	0.00	0.00	
	1.55% Due 10/07/2021	248,000.00	0.00	1,537.60	0.00	
			248,000.00	305.41	305.41	
140420XR6	Capital One Bank USA NA	03/30/2016	248,000.00	1,362.98	0.00	334.97
	Negotiable CD	03/30/2016	0.00	0.00	0.00	
	1.7% Due 04/06/2021	248,000.00	0.00	1,697.95	0.00	
			248,000.00	334.97	334.97	
14042RAK7	CAPITAL ONE	09/24/2015	248,000.00	1,895.67	0.00	443.34
	Negotiable CD	09/24/2015	0.00	0.00	0.00	
	2.25% Due 09/30/2020	248,000.00	0.00	2,339.01	0.00	
			248,000.00	443.34	443.34	
254672NN4	Discover Bank	05/06/2015	250,000.00	1,095.89	0.00	397.26
	Negotiable CD	05/06/2015	0.00	0.00	0.00	
	2% Due 05/13/2020	250,000.00	0.00	1,493.15	0.00	
			250,000.00	397.26	397.26	

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value; Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
29976D2F6	Everbank Negotiable CD 2.05% Due 02/14/2022	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	2,284.32 2,562.89 125.36 403.93	0.00 0.00 0.00 403.93	403.93
31846V203	First American Govt Obligation Fund Class Y	Various Various 81,520.74	79,711.16 78,655.25 76,845.67 81,520.74	0.00 425.08 0.00 425.08	0.00 0.00 0.00 425.08	425.08
31938QL36	First Business Negotiable CD 1.55% Due 03/06/2020	04/28/2015 04/28/2015 248,000.00	248,000.00 0.00 0.00 248,000.00	895.18 0.00 1,200.59 305.41	0.00 0.00 0.00 305.41	305.41
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	11/17/2015 11/17/2015 245,000.00	245,000.00 0.00 0.00 245,000.00	1,049.81 0.00 1,497.52 447.71	0.00 0.00 0.00 447.71	447.71
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 02/26/2021	03/31/2016 03/31/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	315.95 315.95 295.56 295.56	0.00 0.00 0.00 295.56	295.56
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 03/01/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,866.79 2,187.84 23.78 344.83	0.00 0.00 0.00 344.83	344.83
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 04/15/2021	03/31/2016 03/31/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	161.71 294.88 142.68 275.85	0.00 0.00 0.00 275.85	275.85
62479LDV4	MUFG Bank Ltd Discount CP 1.89% Due 04/29/2020	11/22/2019 11/22/2019 350,000.00	348,383.00 0.00 0.00 348,915.88	0.00 0.00 0.00 0.00	532.88 0.00 532.88 532.88	532.88
684000\$09	Opus Bank Collateralized CD 0.25% Due 06/28/2020	06/28/2019 06/28/2019 250,000.00	250,000.00 0.00 0.00 250,000.00	10.26 53.02 6.84 49.60	0.00 0.00 0.00 49.60	49.60

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 06/29/2021	06/24/2016 06/24/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	358.07 0.00 663.48 305.41	0.00 0.00 0.00 305.41	305.41
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 09/15/2020	08/29/2017 08/29/2017 250,000.00	250,000.00 0.00 0.00 250,000.00	1,808.90 0.00 2,186.30 377.40	0.00 0.00 0.00 377.40	377.40
98878BER5	Zions Bank Negotiable CD 1.7% Due 02/16/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,952.07 2,125.33 161.71 334.97	0.00 0.00 0.00 334.97	334.97
			4,651,094.16	21,298.13	532.88	
			78,655.25	7,964.99	0.00	
			76,845.67	19,597.95	532.88	
<b>Total Cash &amp; Equivalent</b>			<b>4,654,520.74</b>	<b>6,264.81</b>	<b>6,797.69</b>	<b>6,797.69</b>
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund	Various	6,021,129.81	10,927.04	0.00	15,919.73
	State Pool	Various	5,000,000.00	0.00	0.00	
		11,021,129.81	0.00	26,846.77	0.00	
			11,021,129.81	15,919.73	15,919.73	
			6,021,129.81	10,927.04	0.00	
			5,000,000.00	0.00	0.00	
			0.00	26,846.77	0.00	
<b>Total Local Agency Investment Fund</b>			<b>11,021,129.81</b>	<b>15,919.73</b>	<b>15,919.73</b>	<b>15,919.73</b>

## Income Earned

As of February 29, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>INVESTMENT POOL</b>						
09CATR\$05	CalTrust Medium Term Fund	Various Various 643,883.98	6,465,849.14 9,551.83 0.00 6,475,400.97	0.00 9,551.83 0.00 9,551.83	0.00 0.00 0.00 9,551.83	9,551.83
			6,465,849.14 9,551.83 0.00	0.00 9,551.83 0.00	0.00 0.00 0.00	
Total Investment Pool		643,883.98	6,475,400.97	9,551.83	9,551.83	9,551.83
			28,580,199.30 5,164,982.33 117,510.45 33,626,808.79	89,030.10 47,524.90 94,912.62 53,407.42	1,819.39 2,681.78 (862.39) 52,545.03	
TOTAL PORTFOLIO		27,715,399.32				52,545.03

## Cash Flow Report

As of February 29, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	295.56	295.56
03/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,430.82	2,430.82
03/06/2020	Maturity	31938QL36	248,000.00	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	1,253.25	249,253.25
03/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
03/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	275.86	275.86
03/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
03/15/2020	Interest	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	0.00	2,368.49	2,368.49
03/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,580.45	463.75	5,044.20
03/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,739.38	101.22	5,840.60
03/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,668.48	606.25	6,274.73
03/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,943.98	380.00	7,323.98
03/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,488.36	170.58	5,658.94
03/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,134.38	193.00	2,327.38
03/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	11,234.26	222.26	11,456.52

## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,434.85	208.38	4,643.23
03/19/2020	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
03/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,482.11	129.33	1,611.44
03/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
03/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,644.53	758.54	7,403.07
03/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	49.60	49.60
03/30/2020	Interest	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	0.00	2,782.36	2,782.36
03/30/2020	Interest	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	0.00	2,720.53	2,720.53
03/31/2020	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
<b>MAR 2020</b>					<b>302,350.78</b>	<b>36,440.04</b>	<b>338,790.82</b>
04/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
04/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
04/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
04/15/2020	Dividend	90LAIF\$00	502,802,177.35	Local Agency Investment Fund State Pool	0.00	26,580.35	26,580.35
04/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
04/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,139.18	189.57	2,328.75
04/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,372.54	162.44	5,534.98





Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,958.45	366.81	7,325.26
04/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,588.58	451.61	5,040.19
04/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,489.61	92.52	5,582.13
04/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,681.90	592.50	6,274.40
04/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,446.41	198.22	4,644.63
04/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	10,767.22	204.19	10,971.41
04/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
04/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,485.44	126.94	1,612.38
04/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
04/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,665.13	740.21	7,405.34
04/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
04/29/2020	Maturity	62479LDV4	350,000.00	MUFG Bank Ltd Discount CP 1.89% Due 4/29/2020	350,000.00	0.00	350,000.00
04/30/2020	Interest	912828Q78	300,000.00	US Treasury Note 1.375% Due 4/30/2021	0.00	2,062.50	2,062.50
<b>APR 2020</b>					<b>403,594.46</b>	<b>39,445.39</b>	<b>443,039.85</b>
05/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
05/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
05/07/2020	Maturity	02587DXU7	250,000.00	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	2,493.15	252,493.15

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
05/13/2020	Maturity	254672NN4	250,000.00	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	2,493.15	252,493.15
05/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
05/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
05/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,972.94	353.59	7,326.53
05/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	5,239.34	84.19	5,323.53
05/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,596.71	439.45	5,036.16
05/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,256.45	154.47	5,410.92
05/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,695.34	578.73	6,274.07
05/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,143.99	186.13	2,330.12
05/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,458.01	188.03	4,646.04
05/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	10,299.03	186.88	10,485.91
05/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
05/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,488.78	124.54	1,613.32
05/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
05/25/2020	Call	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	3,750.00	1,003,750.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2020	Call	3134G95L7	1,000,000.00	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	4,000.00	1,004,000.00
05/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
05/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
05/25/2020	Interest	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	0.00	2,809.78	2,809.78
05/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,685.79	721.83	7,407.62
05/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	51.31	51.31
05/31/2020	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
<b>MAY 2020</b>					<b>2,552,836.38</b>	<b>42,541.48</b>	<b>2,595,377.86</b>
06/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
06/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
06/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,148.81	182.68	2,331.49
06/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,140.06	146.68	5,286.74
06/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	6,987.47	340.34	7,327.81
06/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,604.86	427.27	5,032.13
06/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,988.54	76.25	5,064.79
06/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,708.83	564.91	6,273.74



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,469.64	177.81	4,647.45
06/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,829.71	170.31	10,000.02
06/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
06/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,492.14	122.13	1,614.27
06/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
06/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,706.51	703.39	7,409.90
06/26/2020	Interest	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.00	53.02	53.02
06/28/2020	Maturity	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	250,000.00	3.42	250,003.42
06/29/2020	Interest	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
<b>JUN 2020</b>					<b>302,076.57</b>	<b>14,360.19</b>	<b>316,436.76</b>
07/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
07/11/2020	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
07/12/2020	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
07/13/2020	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
07/13/2020	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
07/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
07/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,002.03	327.06	7,329.09



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,722.34	551.07	6,273.41
07/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,023.41	139.05	5,162.46
07/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,153.65	179.22	2,332.87
07/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,613.03	415.07	5,028.10
07/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,737.24	68.68	4,805.92
07/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,481.30	167.57	4,648.87
07/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,359.26	154.50	9,513.76
07/19/2020	Interest	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	0.00	2,500.00	2,500.00
07/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,495.49	119.72	1,615.21
07/24/2020	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
07/24/2020	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
07/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
07/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,727.30	684.89	7,412.19
07/30/2020	Interest	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	975.00	975.00
07/31/2020	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
07/31/2020	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
<b>JUL 2020</b>					<b>51,315.05</b>	<b>30,320.83</b>	<b>81,635.88</b>



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
08/09/2020	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
08/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
08/15/2020	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
08/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,016.62	313.76	7,330.38
08/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,621.21	402.84	5,024.05
08/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,158.50	175.76	2,334.26
08/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,906.46	131.60	5,038.06
08/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,485.40	61.50	4,546.90
08/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,735.88	537.19	6,273.07
08/16/2020	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
08/16/2020	Interest	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.00	2,102.22	2,102.22
08/17/2020	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
08/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,887.65	139.45	9,027.10
08/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,492.99	157.30	4,650.29
08/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,498.86	117.30	1,616.16



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/21/2020	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,535.04	2,535.04
08/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
08/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,748.16	666.33	7,414.49
08/28/2020	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,164.05	2,164.05
<b>AUG 2020</b>					<b>50,551.73</b>	<b>21,389.05</b>	<b>71,940.78</b>
09/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
09/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,457.53	2,457.53
09/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
09/08/2020	Maturity	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	26.71	250,026.71
09/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
09/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
09/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
09/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
09/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
09/15/2020	Maturity	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	2,394.52	252,394.52
09/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,629.40	390.60	5,020.00
09/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,789.23	124.32	4,913.55



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,749.46	523.28	6,272.74
09/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,163.35	172.29	2,335.64
09/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,031.23	300.43	7,331.66
09/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	4,233.07	54.69	4,287.76
09/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,414.91	125.16	8,540.07
09/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,504.71	147.00	4,651.71
09/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,502.23	114.88	1,617.11
09/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
09/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,769.08	647.72	7,416.80
09/30/2020	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
09/30/2020	Maturity	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	2,812.93	250,812.93
09/30/2020	Maturity	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	2,750.42	250,750.42
<b>SEP 2020</b>					<b>1,045,786.67</b>	<b>34,335.94</b>	<b>1,080,122.61</b>
10/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
10/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
10/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
10/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,168.22	168.81	2,337.03
10/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,671.72	117.22	4,788.94
10/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,045.88	287.07	7,332.95
10/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,980.20	48.27	4,028.47
10/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,763.06	509.34	6,272.40
10/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,637.61	378.33	5,015.94
10/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,516.45	136.68	4,653.13
10/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,941.02	111.62	8,052.64
10/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
10/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,505.61	112.45	1,618.06
10/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
10/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,790.06	629.05	7,419.11
10/31/2020	Interest	912828Q78	300,000.00	US Treasury Note 1.375% Due 4/30/2021	0.00	2,062.50	2,062.50
<b>OCT 2020</b>					<b>49,019.83</b>	<b>12,166.14</b>	<b>61,185.97</b>
11/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
11/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
11/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
11/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
11/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,726.81	42.24	3,769.05
11/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,060.56	273.68	7,334.24
11/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,776.70	495.37	6,272.07
11/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,553.92	110.29	4,664.21
11/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,173.10	165.32	2,338.42
11/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,645.84	366.04	5,011.88
11/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,465.98	98.85	7,564.83
11/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,528.23	126.33	4,654.56
11/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
11/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,509.00	110.01	1,619.01
11/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
11/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
11/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
11/25/2020	Maturity	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	2,840.66	247,840.66

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,811.11	610.32	7,421.43
11/30/2020	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
<b>NOV 2020</b>					<b>293,251.25</b>	<b>29,185.07</b>	<b>322,436.32</b>
12/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
12/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
12/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,177.98	161.83	2,339.81
12/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,435.84	103.53	4,539.37
12/15/2020	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,075.28	260.26	7,335.54
12/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,654.07	353.73	5,007.80
12/15/2020	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,472.90	36.58	3,509.48
12/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,790.37	481.36	6,271.73
12/18/2020	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,540.05	115.95	4,656.00
12/18/2020	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,989.79	86.84	7,076.63
12/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
12/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,512.40	107.57	1,619.97
12/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,832.23	591.53	7,423.76
12/29/2020	Interest	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
<b>DEC 2020</b>					<b>47,480.91</b>	<b>13,671.45</b>	<b>61,152.36</b>
01/01/2021	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
01/11/2021	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
01/12/2021	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
01/13/2021	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
01/13/2021	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
01/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
01/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,317.47	96.95	4,414.42
01/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,804.07	467.32	6,271.39
01/15/2021	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,090.02	246.82	7,336.84
01/15/2021	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,218.47	31.32	3,249.79
01/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,662.33	341.39	5,003.72
01/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,182.89	158.32	2,341.21
01/18/2021	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,551.89	105.55	4,657.44
01/18/2021	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,512.44	75.60	6,588.04



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/19/2021	Maturity	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	2,500.00	202,500.00
01/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,515.80	105.13	1,620.93
01/24/2021	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/24/2021	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
01/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
01/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,853.40	572.69	7,426.09
01/30/2021	Interest	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	975.00	975.00
01/31/2021	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2021	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
<b>JAN 2021</b>					<b>246,708.78</b>	<b>29,734.80</b>	<b>276,443.58</b>
02/01/2021	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
02/09/2021	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
02/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
02/15/2021	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
02/15/2021	Paydown	477870AB5	200,000.00	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	7,104.79	233.35	7,338.14
02/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,187.80	154.81	2,342.61
02/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	5,817.81	453.24	6,271.05

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,198.81	90.55	4,289.36
02/15/2021	Paydown	47788BAD6	66,741.06	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,963.51	26.44	2,989.95
02/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,670.60	329.04	4,999.64
02/16/2021	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/16/2021	Maturity	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	2,125.33	250,125.33
02/17/2021	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
02/18/2021	Paydown	89238KAD4	138,194.18	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,033.94	65.13	6,099.07
02/18/2021	Paydown	43814WAB1	90,929.55	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	4,563.76	95.12	4,658.88
02/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,519.21	102.68	1,621.89
02/21/2021	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,562.89	2,562.89
02/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
02/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	6,874.65	553.78	7,428.43
02/26/2021	Maturity	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	254.79	248,254.79
02/28/2021	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,187.84	2,187.84
<b>FEB 2021</b>					<b>541,934.88</b>	<b>21,119.70</b>	<b>563,054.58</b>
<b>TOTAL</b>					<b>5,886,907.29</b>	<b>324,710.08</b>	<b>6,211,617.37</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



**CITY of GARDENA**

5. D. (1)  
CITY MANAGER  
Report No. P-2020-6  
Date: April 14, 2020

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**  
**SUBJECT: PERSONNEL REPORT**

1. Report the Promotion of **JEAN PAUL BERUBE** to the full-time position of Help Desk Technician, Schedule 35 (\$3,560 - \$4,543/month), with the Administrative Services Department effective March 23, 2020.
2. Report the Retirement of Maintenance Painter, **JAMES GARCIA**, of the General Services Department effective March 31, 2020. Mr. Garcia provided 34 years and 2 months of service to the City.
3. Report that Bus Operator, **JUAN GUILLEN**, was placed on Paid Administrative Leave effective March 3, 2020.
4. Report that Police Sergeant, **BRIAN MESSINA**, of the Police Department is on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA) effective April 11, 2020 through May 2, 2020, on a continuous basis.
5. Report the recruitment for the Open/Competitive position of Recreation Coordinator (Recreation & Human Services Department). This recruitment closed on March 10, 2020.
6. Report the recruitment for the Open/Competitive position of Police Service Officer (Police Department). This recruitment closed on March 19, 2020.
7. Report the recruitment for the Open/Competitive position of Fleet Maintenance Supervisor (Transportation Department). This recruitment closed on April 4, 2020.
8. Report the active recruitment for the Open/Competitive position of Senior Transit Utility Specialist (Transportation Department). This recruitment is scheduled to close on April 24, 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Clint Osorio".

**CLINT OSORIO**  
City Manager/Human Resources Officer

cc: City Attorney  
City Clerk  
Human Resources  
Payroll





# City of Gardena

## City Council Meeting

Agenda Item No. 5.D. (2)

Department: CONSENT CALENDAR

Meeting Date: APRIL 14, 2020

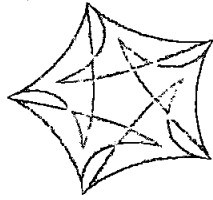
### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD CONSTRUCTION CONTRACT AND PURCHASE ORDER OF A SUN SHADE STRUCTURE TO USASHADE & FABRIC STRUCTURES IN THE AMOUNT OF \$52,825.75 FOR MAS FUKAI PARK REHABILITATION, JN 820

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Award Construction Contract and Purchase Order	
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that Council award the construction contract and purchase order to Shade Structures Inc., dba <i>USAShade &amp; Fabric Structures</i> , in the amount of \$52,825.75 for the sun shade structure through the SourceWell Cooperative Agreement contract.  <i>USAShade &amp; Fabric Structures'</i> services include equipment purchase, design, and construction to replace the existing 74-year old wood shade structure with new fabric shade structure. The fabric structures are made of sustainable and durable fabrics that require less material than canvas, wood, or steel. Fabric shades are easier to replace and allow greater air circulation unlike other materials that trap heat.  A separate contract for the demolition, electrical and site preparation will be processed at a later time when the Plans Specifications & Estimates (PS&E) are completed and will require Council or City Manager's approval of the contract award pending bid amount. Staff is anticipating the cost to be less than \$30,000.  SourceWell offers the Cooperative and "Piggyback" contracts to government, educational, and non-profit organizations. Sourcewell holds hundreds of competitively-solicited cooperative contracts ready for use. Gardena Ordinance No. 1780 and Gardena Purchasing Policy APP-2018-003, Section (B) permit contracts using the Cooperative and "Piggyback" Agreements.  <i>USA Shade &amp; Fabric Structures</i> is a company that offers comprehensive shade structure services; architectural design to engineering development, manufacturing, and construction. As such, they are one of the leaders in fabric structure design and build delivery. Their license and working history including the Rowley Park shade structure have been verified and found to be in good status. The design and build are anticipated to take fifteen (15) weeks, with completion of the project by September 2020.	
<u>FINANCIAL IMPACT/COST:</u>  Budget Amount: \$52,825.75 Funding Source: Park in Lieu	
<u>ATTACHMENT:</u>  Proposal Project Location Map and Quote/Proposal	
Submitted by: <u>Kevin Kwak</u> , Kevin Kwak, Principal Civil Engineer Date: <u>4/6/2020</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, Interim City Manager Date: _____	





**USASHADE**  
**& Fabric Structures®**

# **Mas Fukai Park Shade Structure**

**3/2/2020**

This proposal is issued per the terms and conditions of SourceWell Contract # 030117-LTS (USA Shade- PlayPower Inc.)

**Proposal Prepared For:**  
**City of Gardena**  
**1717 West 162nd Street**  
**Gardena, CA 90247**

AZ: 289388 CA: 989458 LA: 61718 NV: 78724  
NM: 383826 TN: 68712 DIR: 1000003533

[www.usa-shade.com](http://www.usa-shade.com)

| 800-966-5005



Date: 3/2/2020

## Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Gardena	Contact:	Kevin Kwak	Sales Rep:	Ben Cover
Project Name:	Mas Fukai Park	Phone:	310-217-9643	Phone:	949-466-4413
Quote No:	BC549	Email:	<a href="mailto:kkwak@cityofgardena.org">kkwak@cityofgardena.org</a>	Email:	<a href="mailto:bcover@usa-shade.com">bcover@usa-shade.com</a>
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Gardena		SOUTHERN CALIFORNIA		Mas Fukai Park	
1717 West 162nd Street		1085 N. Main Street, Suite C		15800 Brighton Ave.	
Gardena		Orange		Gardena	
CA		CA		CA	
90274		92867		90247	
Contact:	Kevin Kwak	Contact:	Ben Cover	Contact:	Kevin Kwak
Phone	310-217-9643	Phone	949-466-4413	Phone	310-217-9643
Email:	<a href="mailto:kkwak@cityofgardena.org">kkwak@cityofgardena.org</a>	Email:	<a href="mailto:bcover@usa-shade.com">bcover@usa-shade.com</a>	Email:	<a href="mailto:kkwak@cityofgardena.org">kkwak@cityofgardena.org</a>
Fax:		Fax:		Fax:	

### CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261

### MAILING ADDRESS:

P.O. Box 3467  
Coppel, TX 75019

### REMITTANCE ADDRESS:

P.O. Box 734158  
Dallas, TX 75373-4158

#### SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C  
Orange, CA 92867

#### NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A  
Napa, CA 94558

#### ARIZONA:

2452 W. Birchwood Ave, Suite 112  
Mesa, AZ 85202

#### LAS VEGAS:

6225 S. Valley View Blvd., Suite I  
Las Vegas, NV 89118

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[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



**USASHADE**  
& Fabric Structures.

## Structure Pricing

Shade Structure Details				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Joined Mariner	Grout Installation	USA Shade
	Structure Size:	30 ft. x 60 ft.	Footing Type:	Drilled Pier
	USA Shade Model Number	N/A	Base Attachment:	Recessed Base Plate
	Entry Height:	10 ft.	Anchor Bolts:	Included
	No of Columns:	6	Concrete Cutting:	Included
	No of Fabric Tops:	8	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete
	Fabric Color:	TBD	<b>NOTES</b> Level 4 Customs Unit: \$21,558.88 6% Sourcewell discount ( \$1,293.53) = \$20,265.35 Engineering: \$1,100.00 Installation: \$27,636.28 Freight: \$1,734.17 Tax: \$2,089.95	
	Steel Finish:	Powder Coated		
	Steel Color:	TBD		
	Electrical Provisions:	N/A		
PRICE		Cable/HDW Finish:	Galvanized	
<b>\$52,825.75</b>		Concept No:	N/A	



# USA SHADE & Fabric Structures.

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
1	Payment and Performance Bond	2%	\$1,056.52
TOTAL FOR ACCESS/MISC ITEMS:			\$1,056.52

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	Included
Shipping/Handling	Included
<b>SUBTOTAL</b>	Included
Sales Tax ( 9.5%)	Included
Engineering	Included
Installation	Included
<b>TOTAL PRICE</b>	<b>\$53,882.27</b>

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	In Full
(4) Other (specify):	
<b>NOTES:</b>	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS			NOTES
Building Code	CBC 2016		All tree trimming/ underground obstacle removal to be provided by others. If spread footings are required due to underground obstacles, a change order will be issued.
Wind Load	115 mph		
Snow Load	5 psf		
Drawing Size	24 X 36		
No. of Sealed Drawings	3		
Calculations Required	Yes		

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees



### Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 200-amp, 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

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### GENERAL TERMS & CONDITIONS AND WARRANTY

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- 1) **Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



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& Fabric Structures.

4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.





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- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
  - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
  - All steel surface finishes are warranted for one year.
  - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - o Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - o Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - o Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - o Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
  - Sewing thread is warranted for ten years.



**USA SHADE**  
**& Fabric Structures.**

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at [warranty@usa-shade.com](mailto:warranty@usa-shade.com) for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to [warranty@usa-shade.com](mailto:warranty@usa-shade.com).
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - o the supplied structures, products, services and/or labor are not paid for in full;
  - o the structures are not assembled in strict compliance with USA SHADE specifications;
  - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
  - o normal wear and tear;
  - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - o workmanship related to assembly not provided by the Company or its agents;
  - o fabric curtains, valances, and flat vertical panels;
  - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

[www.usa-shade.com](http://www.usa-shade.com)

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



**USASHADE**  
**& Fabric Structures.**

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
  - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
  - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
  - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
  - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
  - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



**USA SHADE**  
& Fabric Structures.

Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

**PURCHASER:**  
City of Gardena

**SELLER:**  
USA SHADE & Fabric Structures

Signature: \_\_\_\_\_

Signature: *Ben Cover*

By: (Print) \_\_\_\_\_

By: (Print) Ben Cover

Title: \_\_\_\_\_

Title: Regional Manager

Date: \_\_\_\_\_

Date: 3/2/2020

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.



**City of Gardena**  
**City Council Meeting**

Agenda Item No. 5.D. (3)

Department: CONSENT CALENDAR

Meeting Date: APRIL 14, 2020

**AGENDA REPORT SUMMARY**

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF CONSULTANT AGREEMENT WITH TELECOM LAW FIRM, PC.

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approval of Consultant Agreement with Telecom Law Firm PC.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>In late 2019 the City Council adopted Ordinance No. 1806 and Resolution No. 6403 relating to Wireless Facilities. In order to ensure compliance with the City's Wireless Facilities Policies adopted by Resolution No. 6403, Consultant services are required. Approximately 300 Small Wireless Facilities over the next 3 to 5 years have been projected during the Ordinance study. With approval of this Consultant Agreement, Telecom Law Firm PC (Jonathan Kramer's firm) will review Wireless Facilities applications received by the City.</p> <p>Ordinance No. 1806 added Section 18.70.020 to the Gardena Municipal Code requiring all applicants for wireless facilities to reimburse the City for all reasonable consultant costs so the costs in reviewing the applications will be passed back to the applicants. In addition to setting a flat rate of \$2,450 for reviewing applications, the Agreement also provides an hourly rate for additional consultation or if there is a need to appear at any hearings.</p> <p>Despite the Coronavirus, wireless facilities applications are still being processed by the City. As staff has a need for technical expertise to review these applications, Staff respectfully recommends that Council approve the Consultant Agreement with Telecom Law Firm PC.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
The Agreement should be revenue neutral as the costs will be reimbursed by wireless applicants.	
<u>ATTACHMENTS:</u>	
Consultant Agreement Exhibit A – Scope of Services Exhibit B – Consultant's Schedule of Fees.	
Submitted by: <u>Kevin Kwak</u>	Kevin Kwak, Principal Civil Engineer
Date: <u>4/8/2020</u>	
Concurred by: <u>Clint Osorio</u>	Clint Osorio, City Manager
Date: _____	

## **CITY OF GARDENA CONSULTANT AGREEMENT WITH TELECOM LAW FIRM PC**

This Agreement is entered into this 14<sup>th</sup> day of April, 2020, by and between the **City of Gardena**, a municipal corporation ("City") and **Telecom Law Firm, P.C.** ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
  - A. The City has adopted Ordinance No. 1806 and Resolution No. 6403 relating to Wireless Facilities in the City of Gardena. Ordinance No. 1806 added Section 18.70.020 to the Gardena Municipal Code which provides that applicants for wireless facilities will be required to reimburse the City for all reasonable consultant costs related to the process of applications.
  - B. City is desirous of obtaining services for Wireless Facility applications to ensure compliance with the Wireless Policy adopted pursuant to Resolution No. 6403 and to provide services as needed to the City.
  - C. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.
  - D. City has determined that the public interest, convenience and necessity require the execution of this Agreement.
2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
  - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
  - B. City may terminate this Agreement for cause by giving ten (10) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
  - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to

date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the Consultant's Proposal, **Exhibit A & B**, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **[Omitted]**
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as **Exhibit A & B**. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Principal Civil Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Principal Civil Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Principal Civil Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Principal Civil Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this

Agreement for cause as specified in Section 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced and shall include a reference to the application being reviewed, if applicable. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within thirty (30) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.
- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:



1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
  - a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
  - b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
  - c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
4. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
5. Professional Errors & Omissions – a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy

shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
  - E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
  - F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
  - G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
12. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless City, its officers, agents, employees and volunteers from any and all claims, liabilities, expenses, or consequential damages of any nature, including attorney's fees proximately resulting from any act or any omission to act where a duty to act exists on the part of Consultant, its agents, officers, employees, subcontractors, or

independent contractors hired by Consultant, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

13. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.
14. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
15. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.
17. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local government.
18. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
19. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

20. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
21. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
22. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
23. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City:                      City of Gardena  
                                     1700 West 162nd Street  
                                     Gardena, California 90247  
                                     Attn: Kevin Kwak  
                                     Principal Civil Engineer

To Consultant:            Telecom Law Firm, P.C.  
                                     2001 S. Barrington Ave., Suite 306  
                                     Los Angeles, CA 90025-5379  
                                     Attn: Jonathan L. Kramer  
                                     Senior Partner

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

24. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
25. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

26. **PUBLIC RECORD.** This Agreement is a public record of the City.
27. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
  - B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
  - C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
  - D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
28. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
29. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
30. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
31. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
32. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.
33. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.
34. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

35. **EFFECTIVE DATE.** This Agreement shall be effective as of April 8, 2019.
36. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

**IN WITNESS WHEREOF,** City and Consultant have executed this Agreement as of the date first hereinabove set forth.

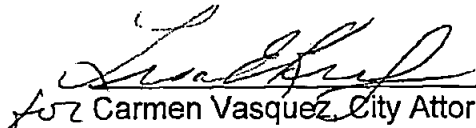
CITY OF GARDENA

\_\_\_\_\_  
Tasha Cerda, Mayor

ATTEST:


\_\_\_\_\_  
Mina Semenza, City Clerk

APPROVED AS TO FORM:

  
for Carmen Vasquez, City Attorney

CONSULTANT – Telecom Law Firm, P.C.

Dr. Jonathan L. Kramer  
\_\_\_\_\_  
Name

Sign:   
Title: Shareholder and Senior Partner

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. Wireless Siting Application Reviews:**

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).
2. **Memorandum/Memoranda Content:**
  - a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:
    - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
    - ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or
    - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
  - b. **Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

    - i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and
    - ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;
    - iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;
    - v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

4. **Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]



## EXHIBIT "B"

### CONSULTANT'S SCHEDULE OF FEES

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4(i) for a fixed fee of \$2,450.00 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

<b><u>Personnel</u></b>	<b><u>Rate</u></b>
Per Partner or Senior Project Manager	\$ 320
Per Associate/Of Counsel or Project Manager	\$ 270
Per Paralegal or Senior Project Assistant	\$ 200
Per Assistant or Project Assistant	\$ 120

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. Annual Fee Adjustments. The Flat Rate and Hourly Fees set out in this Agreement shall automatically increase by three percent (3%) on each anniversary of this Agreement.
4. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
5. The City's designated point of contact for billing queries is:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

The Consultant's designated point of contact for billing queries is:

\_\_\_\_\_  
Val Halvorsen, Business Manager

\_\_\_\_\_  
BManager@TelecomLawFirm.com

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
(310) 312-9900 ext. 135

\_\_\_\_\_  
Telephone Number

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]



# City of Gardena

## City Council Meeting

Agenda Item No.: 8. C (1)  
Department: Elected & Administrative Offices  
Meeting Date: April 14, 2020  
Resolution No. 6443

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**AGENDA TITLE: RESOLUTION NO. 6443, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX**

<u>COUNCIL ACTION REQUIRED:</u>  Adopt Resolution No. 6443	<u>Action Taken</u>
<u>STAFF SUMMARY AND RECOMMENDATION:</u>  On March 3, 2020 Measure G, a local transaction and use tax increase of .75% was passed by the voters of Gardena.  As a result of the passage of Measure G, California Revenue and Taxation Code Section 7056 requires Gardena's City Council to grant, by resolution, authority for the City Manager, or his designee, to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax.  It is necessary to approve an agreement with the California Department of Tax and Fee Administration (CDTFA) for the preparatory work necessary to begin assessing and collecting the transaction and use tax. This agreement (Exhibit A) is required by Part 1.6, Division 2 of the Revenue and Taxation Code.  The second agreement (Exhibit B), allows the State to begin allocating the tax to the City of Gardena and also sets up basic procedures for record keeping and communication between the City and the State.  Staff recommends that the City Council adopt Resolution No. 6443, which authorizes the City Manager to execute said agreements.	
<u>FINANCIAL IMPACT/COST:</u>  N/A	
<u>ATTACHMENTS:</u> Resolution No. 6443 Exhibit A Exhibit B	
Submitted by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>4/8/20</u>	

RESOLUTION NO. 6443

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA  
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AGREEMENTS  
WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR  
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS on February 11, 2020, the City Council approved Ordinance No. 1811 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. That the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager, or his Designee, is hereby authorized to execute each agreement.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

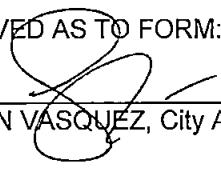
Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

\_\_\_\_\_  
TASHA CERDA, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE  
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Gardena, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

**Exhibit A**

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Supervisor  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Gardena

Attn: Ray Beeman, Chief Fiscal Officer

1700 W. 162<sup>nd</sup> Street, Gardena, CA 90247

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF GARDENA

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

Clint D. Osorio, MPA  
(Typed Name)

City Manager  
(Title)

**AGREEMENT FOR STATE ADMINISTRATION  
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Gardena has adopted, and the voters of the City of Gardena (hereafter called "City" or "District") have approved by the required majority vote, the City of Gardena Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section \_\_\_\_\_, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 1811, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II  
ADMINISTRATION AND COLLECTION  
OF CITY TAXES**

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.



**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**

**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

#### ARTICLE IV COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

#### ARTICLE V MISCELLANEOUS PROVISIONS

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Gardena

Attn: Ray Beeman, Chief Fiscal Officer

1700 W. 162<sup>nd</sup> Street, Gardena CA 90247

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on March 3, 2020. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
**ADMINISTRATION OF TAXES IF THE**  
**ORDINANCE IS CHALLENGED AS BEING INVALID**

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF GARDENA

CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

Clint D. Osorio, MPA  
(Typed Name)

City Manager  
(Title)



# City of Gardena

## City Council Meeting

Agenda Item No.: 8. C (2)

Department: Elected & Administrative  
Offices

Meeting Date: April 14, 2020

Resolution No. 6442

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6442, AUTHORIZING THE EXAMINATION OF SALES,  
USE AND TRANSACTIONS TAX RECORDS

<u>COUNCIL ACTION REQUIRED:</u>  Adopt Resolution No. 6442	<u>Action Taken</u>
<u>STAFF SUMMARY AND RECOMMENDATION:</u>  Resolution No. 6442, provides authorization for certain City staff and Hinderliter, de Llama & Associates (HDL), the City's tax consultant, to view sales tax reporting data. Data for individual businesses is considered confidential, so only authorized City staff and HDL will be allowed to request information. The City Manager will retain the ability to authorize additional City staff to access this information through a written request to CDTFA should a change become necessary in the future.  Staff recommends that the City Council adopt Resolution No. 6442.	
<u>FINANCIAL IMPACT/COST:</u>  N/A	
<u>ATTACHMENTS:</u>  Resolution No. 6442	
Submitted by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>4/8/20</u>	

## RESOLUTION NO. 6442

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTION TAX RECORDS

WHEREAS, pursuant to Ordinance 1811, the City of Gardena, hereinafter call "the City" and Section 7270 of the Revenue and Taxation Code, the City entered into a contract with the Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance use and transactions taxes; and

WHEREAS, the City Council of the City of Gardena deems it desirable and necessary for authorized representatives of the City to examine confidential transactions and use tax records of the Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from the transactions and use tax records of the Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as CDTFA), is hereby appointed to represent the City of Gardena with authority to examine transaction and use tax records of the CDTFA pertaining to transaction and use taxes collected for the City by the CDTFA pursuant to the contract between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City transaction and use taxes by the CDTFA pursuant to that contract; and

SECTION 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the CDTFA, is hereby appointed to represent the City with authority to examine those transaction and use tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

SECTION 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the transaction and use tax records of the California Department of Tax and Fee Administration pertaining to transaction and use taxes collected for the City by the CDTFA. The person or entity designated by this section meets all of the following conditions:

RESOLUTION NO. 6442

- (a) has an existing contract with the City to examine those transaction and use tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

SECTION 4. That this Resolution shall be effective April 14, 2020.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

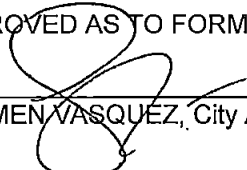
Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

\_\_\_\_\_  
TASHA CERDA, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney





# City of Gardena

## City Council Meeting

Agenda Item No. 8. C. (3)  
Department: Elected & Administrative  
Offices  
Meeting Date: April 14, 2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND THE CITY COUNCIL

AGENDA TITLE: APPROVAL OF CONTRACT WITH HINDERLITER, de LLAMAS AND ASSOCIATES (HdL) COMPANIES FOR CITY TAX AUDIT AND INFORMATION SERVICES

<u>COUNCIL ACTION REQUIRED:</u> Approve contract	<u>Action Taken</u>
<u>STAFF SUMMARY AND RECOMMENDATION:</u>  Staff recommends that the City Council award a contract to HdL Companies to provide City tax audit and information services.  The City currently utilizes HdL for its Bradley-Burns tax reporting, monitoring and analysis to identify any misallocation, underreporting, and non-reporting of tax revenue within the business community in order to generate additional revenue to the City. With the passage of Measure "G", the City desires the same level of service it's currently receiving from HdL to be completed on its Measure "G" transactions and use tax base.  HdL possess specialized knowledge and unique abilities and technologies to access a multitude of resources for the purposes of revenue enhancement. In addition, HdL offers revenue forecasting, fiscal analysis, and economic development as related to tax revenue matters.  The proposed fee for City tax audit and information services is \$100 monthly billed quarterly for the transaction district tax reports that are included with the quarterly sales tax analyses. In addition, HdL will provide revenue discovery services related to Measure G transactions for the same fee of 25% recovery rate it currently charges in its Bradley-Burns services.  The City has received excellent services from HdL their quarterly sales tax forecasting and annual forecasting amounts have been extremely useful in financial projections and budgeting.  It is therefore recommended that City Council approve the agreement.	
<u>FINANCIAL IMPACT/COST:</u>  \$ 1,200 General Fund Annually	
<u>ATTACHMENTS:</u>  Contract – Including proposal marked as Exhibit A	
Submitted by: <u>Osorio</u> , Clint D. Osorio, City Manager	
Date: <u>4/8/20</u>	

## **AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES**

This Agreement is made and entered into as of the 14th day of April, 2020 by and between the CITY OF GARDENA hereinafter referred to as “CITY” and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as “CONTRACTOR”.

### **I. RECITALS**

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure “G” transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

## II. SERVICES

The CONTRACTOR shall perform the following services:

### A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
  - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “G” CITY boundaries, and therefore subject to transactions tax.
  - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
  - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
  - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “G” Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify

whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

#### B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "G" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "G" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

### **III. CONFIDENTIALITY**

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

#### **IV. CONSIDERATION**

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit

fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.

- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

## **VI. CITY MATERIALS AND SUPPORT**

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY's name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

## **VII. LICENSE, PERMITS, FEES AND ASSESMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and



CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

## **VIII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

## **IX. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances

or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

#### **X. COOPERATIVE AGREEMENT**

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The CITY of Gardena shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

#### **XI. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

#### **XII. ATTORNEY'S FEES**

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

#### **XIII. GOVERNING LAW**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

#### **XIV. INDEMNIFICATION**

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages

or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

#### **XV. NOTICE**

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to CITY OF GARDENA, 1700 West 162<sup>nd</sup> Street, Gardena, CA 90247.

#### **XVI. ENTIRE AGREEMENT; ETC.**

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

#### **XVII. COUNTERPARTS; AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one

agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF GARDENA

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City Manager

CONTRACTOR:  
HINDERLITER, DE LLAMAS & ASSOCIATES  
A California Corporation

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Andrew Nickerson, President

APPROVED AS TO FORM:  
CITY COUNSEL:

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# City of Gardena

## City Council Meeting

Agenda Item No.: 8. C. (4)

Department: Elected & Administrative Offices

Meeting Date: April 14, 2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF THE 2020-2022 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GARDENA AND THE GARDENA MUNICIPAL EMPLOYEES ASSOCIATION (GMEA)

#### COUNCIL ACTION REQUIRED:

Approve the MOU and authorize the City Manager to execute the MOU with a term of January 1, 2020 through December 31, 2022

#### Action Taken

#### STAFF SUMMARY AND RECOMMENDATION:

Staff respectfully requests that the City Council review and consider the approval of the terms of a collective bargaining agreement between the City of Gardena and the Gardena Municipal Employees Association (GMEA) and authorize the City Manager to execute a Memorandum of Understanding (MOU) with a term of January 1, 2020 through December 31, 2022.

This aligns with the parameters set by the City Council in consideration of balancing continued fiscal prudence in mitigating the impacts of employee post-retirement benefits and limiting the cost of unfunded liability by enforcing caps on leave accruals while also continuing to align the City as a competitive employer.

Details of the MOU are provided in the attached Agenda Staff Report.

#### FINANCIAL IMPACT/COST\*:

Fiscal Year	General Fund	GTrans	Other Funds**	Total
2019-2020	\$220,000	\$220,000	\$30,000	\$470,000
2020-2021	\$230,000	\$230,000	\$35,000	\$495,000
2021-2022	\$300,000	\$300,000	\$45,000	\$645,000
2022-2023	\$315,000	\$315,000	\$50,000	\$680,000
<b>Contract Total</b>	<b>\$1,065,000</b>	<b>\$1,065,000</b>	<b>\$160,000</b>	<b>\$2,290,000</b>

\*These are estimated amounts based on the parameters set forth in the attached MOU

\*\*Other funds consist of Sewer, Senior Day Care, Family Child Care and CDBG

#### ATTACHMENTS:

1. Staff Report summarizing all negotiated changes to the current MOU
2. Ratified GMEA Memorandum of Understanding

Submitted by , Ray Beeman, Chief Fiscal Officer

Date: 4/14/20

Concurred by , Clint D. Osorio, City Manager

Date: 4/14/20

# CITY COUNCIL MEETING AGENDA STAFF REPORT

**Agenda Item No.** 8. C. (4)

**Department:** Elected & Administrative Offices

**Meeting Date:** April 14, 2020

## AGENDA TITLE:

**Three-Year Memorandum of Understanding (MOU) with the Gardena Municipal Employees Association (GMEA) for the Period January 1, 2020 through December 31, 2022**

## RECOMMENDATION:

Staff presents for the City Councils' review and consideration the attached Memorandum of Understanding between the Gardena Municipal Employees Association (GMEA) and the City of Gardena for the Period of January 1, 2020, to December 31, 2022.

## BACKGROUND AND SUMMARY:

The Gardena Municipal Employees Association (GMEA) is the recognized labor group for 353 miscellaneous employees, which includes all non-management and non-sworn employees except those specifically designated as confidential or unrepresented.

The City and GMEA commenced labor negotiations in September 2019 for a successor MOU to the contract which expired on December 31, 2019. The City and GMEA reached a tentative agreement in February 2020 with ratification of the contract by the membership in March 2020.

Attached is a copy of the current MOU with changes reflecting the terms and conditions of the tentative agreement reached by the City and GMEA. The table below provides a summary of the key provisions and/or changes.

<b>Term</b> (Article 8, Section 12)	January 1, 2020 through December 31, 2022
<b>Salary Adjustments</b> (Article 2, Section 1.B.)	<p><b>2.0% COLA -- RETROACTIVE to July 1, 2019</b> per reopener agreement in current MOU</p> <p><b>2.0% COLA</b> effective the First Full Pay Period in July 2020 (Pay Period 16)</p> <p><b>Up to 3.5% COLA</b> effective July 2021 based on CPI-U as of June 2021 for Los Angeles-Long Beach-Anaheim 12-month percent changes per Bureau of Labor Statistics. This COLA increase is conditioned upon GMEA membership voting to amend the CalPERS contract to provide for an additional 1.0% cost sharing of employer's cost.</p> <p><b>Up to 3.5% COLA</b> effective July 2022 based on CPI-U as of June 2022 for Los Angeles-Long Beach-Anaheim 12-month percent changes per Bureau of Labor Statistics. This COLA increase is conditioned upon GMEA membership voting to amend the CalPERS contract to provide for an additional 1.0% cost sharing of employer's cost.</p>
<b>Vacation Accruals</b> (Article 4, Section 12.A.2.)	<b>Vacation accrual capped at 432 hours.</b> Excess hours moved to excess vacation bank that affected employees can use until December 31, 2020. Hours remaining after December 31, 2020 will be forfeited



<b>Health Insurance Premium</b> (Article 4, Section 3.C.1.)	The City shall pay 100% of the two-party premium based on the City's self-funded health insurance plan rate.
<b>Lifetime Medical</b> (Article 4, Section 3.D.1-3.)	<p><b><u>TIER I:</u></b> Employees hired before July 1, 2002 and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this MOU, paid health insurance benefits based on the formula set forth below: Any affected employee who is at least fifty-five (55) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee and his or her dependent up to the City's self-funded health insurance plan rate for two-party premium if the employee completed thirteen (13) years of full-time service with the City, was enrolled in any of the City's health insurance plans for a total of thirteen (13) years of service, and actually commences to receive CalPERS retirement benefits</p> <p><b><u>TIER II:</u></b> a) Employees hired on or after July 1, 2002 and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this MOU, paid health insurance benefits based on the formula set forth below: Any affected employee who is a Classic CalPERS employee, who is at least fifty-five (55) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed twenty (20) years of full-time service with the City, was enrolled in any of the City's health insurance plans for a total of twenty (20) years, and actually commences to receive CalPERS retirement benefits. Such Classic employee shall bear any differential premium cost of coverage for an additional party (i.e. spouse). The differential is the difference between the one-party and two-party premium compared to the prior plan year.</p> <p>b) Any affected employee who is a PEPRA CalPERS employee, who is at least sixty-two (62) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed twenty (20) years of service with the City, was enrolled in any of the City's health insurance plans for a total of twenty (20) years, and actually commences to receive CalPERS retirement benefits. Each PEPRA employee shall bear any differential premium cost of coverage for an additional party (i.e. spouse). The differential is the difference between the one-party and two-party premium. The year the employee retires will be the base year in which the rate differential described above is established, the rate after the base year is established shall be adjusted downward or upward by half the City's rate change (difference between one-party and two-party premium) compared to the prior plan year.</p>
<b>Medicare</b> ( Article 4, Section 3.E.)	Failure to enroll in Medicare upon eligibility may result in loss of post-retirement health insurance coverage

<b>Cancellation of Health Insurance</b> (Article 4, Section 3.C.2)	<b>Coverage</b> will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees with sixty (60) days' notice and grace period to cure prior to exercising the discretion to terminate coverage. The employee may request catastrophic leave donations.
<b>Guarantee Time</b> (Article 6, Section 3.E.)	Part time bus operators will not receive guarantee time for performing any work
<b>Uniforms</b> (Article 6, Section 3.H.)	The City will purchase uniforms for new employees upon graduation from the training program.
<b>Sign On Preparatory Time</b> (Article 6, Section 3.J.)	Bus operators will be granted 13 minutes of report time. Split run operators will be provided an additional 5 minutes for the second part of the run.
<b>Pending Post Accident Test Results</b> (Article 8, Section 2.A.)	Provide pay for part time drivers placed on leave pending results of a drug test after an accident.
<b>Pay for Incident/Accident Report</b> (Article 6, Section 1.D.)	Bus Operators will be provided with 20 minutes in accordance with FSLA for each accident/incident report that is timely submitted.
<b>Driver's License Renewal</b> (Article 8, Section 1.A.)	All employees required to have a Class B Driver's License will have a maximum of 90 days to renew after expiration
<b>Holiday Pay for Part Time Employees</b> (Article 7, Section 4.A.)	Part time employees will be paid time and a half when working Holidays.
<b>Overtime Pay for Part-Time Bus Operators</b> (Article 7, Section 3.A.&B.1-3.)	Part time operators will earn overtime for hours worked in excess of 40 hours in a week. All part-time Bus Operators, Relief Bus Operators and Trainees hired on or after January 1, 2020 shall not receive daily overtime and shall only be paid overtime for all hours worked in excess of forty (40) hours in a defined workweek. In exchange for the overtime exception for current part-time Bus Operators, Relief Bus Operators and Trainees, the City and GMEA agree that if operationally and fiscally feasible, the City will make all efforts to appoint up to three (3) part-time Bus Operators to full-time each calendar year of this MOU.
<b>Mandatory Overtime and Call Back</b> (Article 6, Section K.9.a-d.)	Call back will be made in a reverse order of seniority on a rotational basis. When the extra board is exhausted work will be requested to Relief, Part time, and finally Full time operators, then, assigned in the same, foregoing order.
<b>Missouts</b> (Article 6, Section 3.G.1.)	In the event a new report time is requested, and the employee agrees to the new report time, failure of the Bus Operator to report to the new assignment on time will result in a second MISSOUT for that day.
<b>Conversion of Sick Leave at time of Separation</b> (Article 4, Section 5.D.1.)	Upon separation from the City, unless terminated for cause as deemed egregious by the City Manager, while on duty or against the City, separation from the City and completion of at least five (5) years of service, employees may be paid for accrued sick leave hours up to a maximum of fifty percent (50%) of seven-hundred and twenty (720) hours. GMEA will be provided a "meet and consult" meeting with the City Manager before the egregious determination by the City Manager is final

**IN CONCLUSION,** The members of GMEA have ratified the MOU and ask that the City Council approve and adopt the Memorandum of Understanding (MOU) with the Gardena Management Employees Organization (GMEA) for the Period January 1, 2020 through December 31, 2022.

Submitted by:



Ray Beeman, Chief Fiscal Officer

Date: April 14, 2020

Concurred by:



Clint D. Osorio, City Manager

Date: April 14, 2020

**G**ARDENA

**M**UNICIPAL

**E**MPLOYEES

**A**SSOCIATION

**MEMORANDUM OF UNDERSTANDING**

**JANUARY 1, 2020 – DECEMBER 31, 2022**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GARDENA MUNICIPAL EMPLOYEES ASSOCIATION (GMEA),  
A RECOGNIZED EMPLOYEE ORGANIZATION,  
AND THE CITY OF GARDENA,  
FOR THE PERIOD JANUARY 1, 2020 TO DECEMBER 31, 2022**

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## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE GARDENA MUNICIPAL EMPLOYEES ASSOCIATION (GMEA), A RECOGNIZED EMPLOYEE ORGANIZATION, AND THE CITY OF GARDENA FOR THE PERIOD OF JANUARY 1, 2020 TO DECEMBER 31, 2022**

#### **PREAMBLE**

The undersigned representatives of the GARDENA MUNICIPAL EMPLOYEES ASSOCIATION, hereinafter referred to as "GMEA" and the CITY of Gardena, hereinafter referred to as "CITY" hereby agree that this Memorandum of Understanding, hereinafter referred to as "MOU" supersedes any previous memoranda of understanding governing the wages, hours, terms, and conditions of employment for the employees in the hereinafter-described representation unit.

01. As and to the extent required by, and only for the purpose of, the Meyers-Milias-Brown Act, the CITY has recognized GMEA as the exclusive representative of the employees, as hereinafter defined. Nothing in this MOU shall be construed as constituting an acknowledgement by the CITY that any work is or may become the exclusive right of any employee or classification of employees represented by GMEA.
02. As used in this MOU, the terms "employee" and "employees" refer, individually and collectively, to those persons at the City's facilities for whom GMEA has been recognized as the representative. For the purpose of identification only, such persons are described as those persons, if any, as assigned in the current City Classification and Compensation Plan.
03. The following are specifically excluded from GMEA representation, except that any such employee who has a grievance against the CITY may request the assistance of GMEA in the processing of said grievance. GMEA at its discretion may provide such representation or decline to provide such representation. Additionally, it is understood and agreed by the parties hereto that such category of employees shall not be hired or retained by the CITY for the sole purpose of replacing or eliminating full-time positions:
  1. All full-time sworn employees, management employees and employees who are designated as "Confidential" because of the nature of work performed for the CITY.
  2. Any employee designated as temporary, or provisional, except those employees already represented by GMEA when appointed to such position.
04. **THIS MOU IS SUBJECT TO RATIFICATION BY THE MEMBERSHIP OF THE ASSOCIATION AND THE CITY COUNCIL OF GARDENA**
  1. The parties to this MOU agree to perform whatever acts are necessary, both jointly and separately, to urge the members of GMEA and the City Council of the City of Gardena to approve this MOU.
  2. Following ratification by the affected employees, the MOU shall be submitted to the City Council for approval and adoption.
  3. Following approval of this MOU by the City of Gardena City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other lawful action.

Accordingly, the CITY and GMEA do hereby agree to the terms and conditions stated herein.

#### **ARTICLE 1. CLASSIFICATION PLAN**

##### **SECTION 1. CLASSIFICATION PLAN CHANGES**

- A. Should any new classification be created or existing classification be modified and such new or modified classification is intended to perform activities normally performed by members of GMEA, the parties shall meet and confer with respect to the job description and appropriate pay rate for such classification provided that such new or modified classification is a class represented by GMEA.

## **SECTION 2. POSITION VACANCIES**

- A. City job vacancies shall be advertised on NEOGOV and qualified employees are encouraged to apply. Employees who wish to apply shall do so using the automated application process. Notice of all city job vacancies shall be emailed to "All Personnel" and posted on all department bulletin boards. Job vacancy notices shall include the job title, a brief description of the required duties, the minimum qualifications of the position, pay rate, City benefits, and the testing process. Only those applicants who meet the minimum qualifications and pass each component of the testing process shall be considered for the position.
- B. Open-Competitive examinations shall be open to current employees and external applicants until the closing date of the recruitment as specified in the job announcement. If an Open-Competitive examination has a limit on applications received, the City shall exclusively open the position to current employees for five (5) business days before allowing external applicants the opportunity to apply for the position.
- C. When there are at least three (3) current employees who meet the minimum qualifications of the position and pass all components of the testing process, the Human Resources Officer shall place the successful internal candidates in "Band 1" of the Eligibility List, ranked in the order of merit, and all external candidates shall be placed in subsequent bands. The vacancy must be offered to one of the internal candidates in "Band 1". No offer may be made to any candidate in subsequent bands until "Band 1" has been exhausted.
- D. If a position is modified or retitled, any incumbent employee who has been performing all of the duties of said position shall remain in such position without having to qualify by examination or competition with other employees. With the concurrence of GMEA, the employee may be appointed to the modified classification upon recommendation of the department head and approval of the Human Resources Officer.
- E. Transfer is defined as a change of an employee from one position to another position in the same class or another class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay schedule. With the approval of the Human Resources Officer, a transfer to an equal or lesser position may be made from one department to another if both the employee's existing department head and the department head where the vacancy exists so agree. An employee so transferred shall receive the same salary received in the former classification.

## **SECTION 3. PROMOTIONS**

- A. Promotion is defined as a move from a lower classification to a higher classification. It is the intention of the CITY to fill job vacancies within the city by employee promotion as provided in this Section.
  - 1) At the recommendation of the department head and with the approval of the City Manager, the Human Resources Officer shall conduct a "Closed-Promotional" recruitment for any position when the needs of the service shall be limited to persons already employed by the City.
  - 2) Notice of such promotional opportunity shall follow the same process as outlined above under Section 2A.
  - 3) Upon completion of the Closed-Promotional examination process, the Human Resources Officer shall certify an "Eligibility List," ranked in the order of merit, from which the department head may make a selection for appointment.

- B. An employee who is promoted to a higher position shall be appointed to the applicable step of the new job classification that represents at least a five percent (5%) increase over base pay rate (salary schedule & step) plus any applicable Senior Pay Bonus at the time of promotion.
- C. Promoted employees shall receive a higher rate of pay than any of his/her subordinates taking into account base salary Step 1 through 6 and any applicable Senior Pay Bonus at the time of promotion. Any employee so promoted shall be placed in the higher classification for a probationary period of six (6) months. If the employee does not pass this probationary period, such employee shall be returned to his/her former position at the former pay step.

## **ARTICLE 2. COMPENSATION**

### **SECTION 1. SALARY**

#### **A. BASIS FOR ESTABLISHING SALARY RANGES (SALARY SURVEY)**

- 1) The CITY and GMEA agree to work cooperatively to bring all salaries to a benchmark standard as quickly as possible within the City's ability to pay and sustain such while ensuring the delivery of quality public services.
- 2) The CITY and GMEA shall conduct a joint salary survey by way of a mutually agreed upon procedure using the following jurisdictions for comparison:
  - (a) For general position classifications, the following cities shall be surveyed: El Segundo, Hawthorne, Manhattan Beach, Redondo Beach, and Torrance.
  - (b) For Transit specific position classifications, the following agencies shall be surveyed: Culver City, Montebello, Norwalk, Torrance and Santa Monica.
- 3) For purposes of the survey, the position specification, i.e. job description as well as minimum qualifications and all such other duties/assignments carried out by each covered employee, above and beyond those specified in such position specification, i.e. job description, shall be considered in determining comparability.
- 4) All GMEA represented classifications will be benchmarked and/or surveyed and for purposes of this Article, salary shall mean the base pay rate at salary schedule and step, exclusive of any other compensation or benefits.

#### **B. SALARY ADJUSTMENTS**

- 1) July 2019 Cost-of-Living Adjustment: Pursuant to the reopener provision on salaries and wages in the preceding MOU, the City and GMEA met and conferred and agreed that each affected employee represented by GMEA shall receive a cost-of-living adjustment to base salary of two percent (2.0%) as retro payment to July 1, 2019. Such cost-of-living adjustment shall apply to the employee's salary schedule and step only, excluding any Senior Pay Bonus or other premiums. The salary adjustment shall be effective the first full pay period after City Council adoption of this MOU. Retro payment to July 1, 2019 shall be paid no later than the first paycheck in April 2020.
- 2) July 2020 Cost-of-Living Adjustment: Each affected employee represented by GMEA shall receive a cost-of-living adjustment to base salary of two percent (2.0%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step only, excluding any Senior Pay Bonus or other premiums. The salary adjustment shall be effective the first full pay period in July 2020.
- 3) July 2021 Cost-of-Living Adjustment: Any cost-of-living adjustment in July 2021 is conditioned upon the City's ability to require GMEA members to pay an additional one percent (1.0%) of compensation towards the CalPERS employer contribution rate. Any change to the employees' rate of contribution requires a secret ballot election among the affected employees. The City cannot amend its contract with CalPERS if the majority of the affected members vote to disapprove of the proposed cost-sharing of the employer contribution. Conversely, the additional one percent (1.0%) of compensation toward the CalPERS employer contribution rate will only be enforced if the cost-

of-living adjustment, mentioned below, is at least one percent (1%),

Upon meeting the conditions set forth above, each affected employee represented by GMEA shall receive a cost-of-living adjustment to base salary of up to three-and-a-half percent (3.5%) based on CPI-U as of June 2021 for the Los Angeles-Long Beach-Anaheim Area 12-month percent changes as published by the Bureau of Labor Statistics. The salary adjustment shall be based on the actual rate published by the Bureau of Labor Statistics but not to exceed three-and-a-half percent (3.5%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step only, excluding any Senior Pay Bonus or other premiums. The salary adjustment shall be effective the first full pay period in July 2021.

- 4) July 2022 Cost-of-Living Adjustment: Any cost-of-living adjustment in July 2022 is conditioned upon the City's ability to require GMEA members to pay an additional one percent (1.0%) of compensation towards the CalPERS employer contribution rate. Any change to the employees' rate of contribution requires a secret ballot election among the affected employees. The City cannot amend its contract with CalPERS if the majority of the affected members vote to disapprove of the proposed cost-sharing of the employer contribution.

Upon meeting the conditions set forth above, each affected employee represented by GMEA shall receive a cost-of-living adjustment to base salary of up to three-and-a-half percent (3.5%) based on CPI-U as of June 2022 for the Los Angeles-Long Beach-Anaheim Area 12-month percent changes as published by the Bureau of Labor Statistics. The salary adjustment shall be based on the actual rate published by the Bureau of Labor Statistics but not to exceed three-and-a-half percent (3.5%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step only, excluding any Senior Pay Bonus or other premiums. The salary adjustment shall be effective the first full pay period in July 2022.

### C. SALARY SCHEDULE

- 1) **RATES OF COMPENSATION:** Except as hereinafter specifically provided, and subject to the other provisions of this MOU, each affected employee shall be entitled to receive, and shall be paid at the applicable rate or rates of compensation as prescribed for the class in which his/her position is designated as set forth in the current Classification and Compensation Plan.
- 2) **ADVANCEMENT IN PAY STEPS:** Advancement of employees from the minimum to the maximum rate of compensation for the respective classes is generally divided into six (6) steps, as set forth in the current Classification and Compensation Plan, with said steps interpreted and applied as follows:
  - (a) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each class within the classification plan, unless the Human Resources Officer approves a different hiring rate.
  - (b) If hired at Step 1, an employee will move to Step 2 upon satisfactory completion of the probationary period. Alternatively, if the Human Resources Officer approved a hiring rate that is higher than Step 1, the employee shall progress to the next pay step upon completing one (1) year of satisfactory service on the hiring step and the recommendation and approval of the department head.
  - (c) Progression from Step 2 shall be upon completion of one (1) year satisfactory service on each step and the recommendation and approval of the department head. Such recommendation and approval shall not be denied except for cause. Thus, normal progression from Step 1 through Step 6 should require a period of four and one-half (4½) years.
  - (d) Promoted employees shall be appointed to the appropriate pay step as set forth under Article 1, Section 3, Promotions. If promoted to Step 1, an employee will move to Step 2 upon satisfactory completion of the promotional probationary period. Alternatively, if the employee is appointed to a higher rate than Step 1, the employee shall progress to the next pay step

upon completing one (1) year of satisfactory service on the appointed step and the recommendation and approval of the department head.

- (e) Employees who have been absent from city service without pay or on paid sick leave in excess of one-hundred and sixty (160) hours may, as determined by the Human Resources Officer, be extended on such pay step for a period not to exceed the term of such absence.
- (f) Advancement in pay steps shall be effective on the first day of the pay period following eligibility to receive such pay advancement. The City shall have the discretion to authorize a different effective date when necessary.

## **SECTION 2. PROBATION AND SENIORITY**

- A. Newly hired employees shall be considered on a probationary trial basis for a minimum of six (6) months from the date of hire. Promoted employees shall serve a minimum probationary period of six (6) months from date of appointment.
- B. During the probationary period, such employees shall be entitled to all rights and privileges under this MOU, except with respect to discharge. Such employee may be terminated at any time during the probationary period with no recourse whatsoever.
  - 1) If the employee satisfactorily completes the probationary period and receives permanent employment, seniority shall be effective as of the original date of employment, but time served in a part-time, provisional, temporary or acting position will in no event be credited to seniority.
  - 2) The CITY shall have the right to extend the employee's probationary period to equal six (6) months of actual time in the performance of the position.
- C. Seniority shall mean length of continuous service with the City in a full-time position regardless of classification or assigned department except that an employee shall lose all seniority rights for any of the following reasons: voluntary resignation, discharge for cause or layoff for a continuous period of two years or more.
  - 1) Seniority between affected employees in the same classification shall be determined in the following order:
    - i. By the date of most recent appointment to the classification;
    - ii. If affected employees were appointed to the classification on the same date, then by numerical ranking on their most recent eligibility list for the classification; or
    - iii. Date of original hire.

## **SECTION 3. BONUS PAY**

### **A. SERVICE RECOGNITION**

- 1) **SENIOR PAY BONUS:** Employees hired prior to July 1, 2002 shall receive a "Senior Pay Bonus" per the schedule in Exhibit "A." The Senior Pay Bonus (SPB) is in recognition of continuous service to the city during the years when financial uncertainty prohibited the city from giving employees pay increases.
  - a) The SPB replaces the longevity bonus formerly received by GMEA represented employees and shall not be increased beyond the amounts set forth in Exhibit "A" except as stated for cumulative years of service in each category. Advancement to a higher position classification shall not modify the range of the SPB paid to each employee.
  - b) If an employee hired prior to July 1, 2002 leaves the city service and subsequently is rehired, the new date of hire shall be the determining date and the employee will therefore

not be eligible for the SPB, but shall be eligible for the Continuous Service Bonus as stated in this section.

- 2) **CONTINUOUS SERVICE BONUS:** Employees hired July 1, 2002 and thereafter shall receive a Continuous Service Bonus (CSB) on each five-year (5) anniversary of continuous satisfactory service to the City as a full-time permanent employee.

- a) The CSB shall be paid as follows and shall be included in the employee's first regular paycheck following the anniversary date of permanent appointment according to the following schedule:

(i)	Five (5)	\$ 500.00
(ii)	Ten (10)	\$1,000.00
(iii)	Fifteen (15)	\$1,500.00
(iv)	Twenty (20)	\$2,000.00
(v)	Twenty-Five (25)	\$2,500.00
(vi)	Thirty (30)	\$3,000.00
(vii)	Thirty-five (35)	\$3,500.00
(viii)	Forty (40)	\$4,000.00

- b) If any employee leaves the city services and is subsequently rehired, the new date of appointment to full-time permanent status shall be the date for future anniversary dates.

#### **B. BILINGUAL BONUS PAY**

- 1) Employees who are responsible for bilingual interpretation, and whose use of a language other than English is of significant benefit to city operations as determined by the department head and Human Resources Officer, shall receive Bilingual Bonus pay according to the following rules.
- a) To qualify for Bilingual Bonus pay, an employee must have completed probation and successfully passed a language proficiency test that is job related to his/her duties and responsibilities. The Human Resources Officer shall determine the languages that will be tested and the method of testing and may require a verbal and/or written test based on the employee's work assignment.
- b) If called upon to do so, employees who are paid a Bilingual Bonus must assist with oral or written translation in any city operation. If it is determined that an employee does not use his/her bilingual skills as required in city service, the Human Resources Officer may determine that the employee is no longer eligible to receive Bilingual Bonus Pay.
- 2) The Human Resources Officer may require that each employee re-test and successfully pass an annual language proficiency test in order to remain eligible for the Bilingual Bonus.
- 3) The CITY shall pay each approved full-time employee a Bilingual Bonus of thirty-one dollars (\$31.00) per pay period and each approved part-time employee a Bilingual Bonus of eleven dollars and fifty-five cents (\$11.55) per pay period as long as the employee remains eligible for this bonus. Bilingual Bonus Pay shall commence the first pay period following certification of eligibility by the Human Resources Office.

#### **C. SHIFT DIFFERENTIAL**

- 1) The CITY shall pay a shift differential to all employees with the exception of Bus Operator, Recreation Coordinator, Community Center Coordinator, Street Sweeper Operator, Community Services Counselor and part-time or seasonal employees.

- 2) Shift differential shall be based on the employee's bi-weekly base pay including applicable Senior Pay Bonus. The following rates shall be applied:
- 3) An employee who works not less than five (5) nor more than twenty (20) regularly scheduled hours during a pay period between the hours of 6:00 p.m. and 6:00 a.m. shall receive shift differential pay equal to five percent (5%) his/her base pay plus applicable Senior Pay Bonus.
- 4) An employee, who works more than twenty (20) regularly scheduled hours during a pay period between the hours of 6:00 p.m. and 6:00 a.m. shall receive a shift differential of seven-and-a-half percent (7½%) of his/her base pay plus applicable Senior Pay Bonus.

#### **D. ACTING TIME COMPENSATION**

- 1) When making an "Acting Time" assignment, a department head shall consider all eligible employees in determining the assignment. Compensation for "Acting Time" shall be made by official designation by the department head whenever an employee is assigned to work in a higher classification for a period of five (5) consecutive working days or a total of forty (40) consecutive working hours. All assignments for Acting Time shall be pre-authorized by the department head and initiated by the completion of the appropriate Personnel Action Form (PAF) and approved by the Human Resources Officer.
- 2) Acting Time in Non-Management Classifications: Compensation for Acting Time in a Non-Management position shall be in an amount equal to five percent (5%) above the employee's regular base pay including any applicable Senior Pay Bonus for all hours actually worked and shall be paid retroactive to the third (3rd) day of Acting in the assigned classification. If the employee continues acting in the higher position longer than twelve (12) continuous weeks and the employee is deemed to be fulfilling the total responsibilities of the higher position, the employee shall be paid at the appropriate higher salary schedule at the lowest step, which provides the employee pay at a rate not less than five percent (5%) above his/her regular salary schedule and step and any applicable Senior Pay Bonus.
- 3) Acting Time in Management Classification: Compensation for Acting time in a management position shall be granted whenever an employee is assigned to work in a management position for a period of five (5) consecutive working days, forty (40) consecutive working hours, or for a cumulative ten (10) days or eighty (80) hours in a fiscal year. Acting Pay shall be in an amount equal to five percent (5%) above the employee's regular base salary plus Senior Pay Bonus and will commence on the day following the satisfying of the qualification time in the Acting position. If the employee continues acting in the management position for thirty (30) continuous working days and the employee is deemed to be fulfilling the total responsibilities of the management position, the employee shall receive salary at the appropriate management salary schedule at the lowest step which provides the employee pay at a rate not less than five percent (5%) above his/her regular salary schedule and step and any applicable Senior Pay Bonus.

An employee assigned to work in a management position for thirty (30) continuous working days shall not be entitled to any management benefits, unless approved by the Human Resources Officer.

- 4) Employees who are paid at the higher salary schedule in an Acting position (non-management or management) shall continue to receive advancement in pay step at the same interval as received in the employee's regular classification as set forth in Article 2, Section 1(C)(2).

#### **E. OVERTIME AND HOURS OF PAY**

- 1) Unless otherwise noted, a workweek is the consecutive one-hundred and sixty-eight (168) hours from 12:01 a.m. Sunday to 12:00 a.m. (midnight) on Saturday. For all employees working on a 9/80 alternative work schedule, the workweek shall begin exactly four hours into the eight-hour shift on the day of the week which constitutes the alternating regular day off.

- 2) Except as provided herein, all time worked by an affected employee in excess of forty (40) hours in a defined workweek shall be compensated at the rate of time-and-one-half (1½) the employee's regular schedule and step and any applicable Senior Pay Bonus.
- 3) Unless otherwise noted, the City shall only consider hours worked by an employee to calculate the minimum overtime threshold for each workweek. The Fair Labor Standards Act defines "hours worked" as all time during which an employee is on the employer's premises, on duty or at a prescribed work place.
- 4) Notwithstanding Article 2, Section 3(E)(2) and Section 3(E)(3) above, full-time employees of the Police Department shall be compensated at the rate of time-and-one-half (1½) the employee's base rate of pay and any applicable Senior Pay Bonus for all time worked by an affected employee in excess of the employee's regular workday.
- 5) At the option of the employee, overtime compensation shall be compensated as pay or as compensatory time off. If paid, the payment shall be included in the employee's regular paycheck for the period in which the overtime was worked.
- 6) Whenever possible, compensatory time should be earned and taken within the same pay period, however, in no case shall the accrual of compensatory time exceed a total of ninety-nine (99) hours. Requests for taking compensatory time off shall be requested in writing by the employee and approved by the department head in the same manner as any other requests for time-off.
- 7) **EXCEPTIONS:** The exceptions to the above overtime provisions are as follows:
  - a) Employee shall not receive overtime compensation for any incidental time worked in excess of a normal workday when such excess is less than fifteen (15) minutes in total duration.
  - b) When such excess time is fifteen (15) minutes in total duration, the employee shall be entitled to the appropriate overtime compensation for all time worked in excess of such normal workday. Overtime shall otherwise be in increments to the nearest fifteen (15) minutes.
  - c) Employees shall receive overtime for actual work performed or permitted by the department. Employees are required to obtain prior authorization to perform overtime work.
  - d) Overtime shall not be paid more than once for any hour worked, and there shall be no pyramiding of overtime.
  - e) Bus Operators shall receive actual time as provided in Article 6 of this MOU.
  - f) An employee who is required to work extra shifts and/or hours beyond their regular shift due to an operational emergency, organizational necessity or other situations declared by and at the discretion of the City Manager or department head shall be compensated at the rate of time-and-a-half (1 ½) the employee's base rate of pay and any applicable Senior Pay Bonus for such time worked regardless of whether the employee worked their regularly scheduled shift. At the option of the employee, overtime compensation under this exception may be compensated as pay or as compensatory time off.

**F. CALL-IN AND CALL-BACK PAY**

- 1) Any full-time employee called in for work on his/her regularly scheduled day off (except for bus operators) shall receive not less than four (4) hours work or four (4) hours pay at one-and-one-half (1 ½) times the employee's regular rate of pay. Regular rate of pay shall be composed of base pay plus any applicable Senior Pay Bonus.



- 2) An employee called back for work after completing a regularly scheduled shift shall receive not less than four (4) hours work or four (4) hours pay at time-and-one-half the regular rate of pay plus any applicable Senior Pay Bonus.
- 3) Overtime, which has been previously scheduled, shall not be considered Call-In Pay, but shall be voluntary.
- 4) Employees scheduled to return to work following their regular shift shall be compensated in accordance with the Fair Labor Standards Act and the overtime provision of this MOU.
- 5) When an employee must appear in court as a witness on behalf of the CITY on a day when that employee is not scheduled for work, the employee shall be paid for the time actually spent in court, but not less than two (2) hours at one-and-one-half (1 ½) times the regular pay plus any applicable Senior Pay Bonus.

#### **SECTION 4. SPECIAL ALLOWANCES**

##### **A. TOOL ALLOWANCE**

- 1) When the CITY requires in writing that any employee provide his/her own hand tools to perform the duties of his/her position in city service, the employee shall be compensated for such use payable at the rate of one-thousand dollars (\$1,000.00) per year, payable annually in January.
- 2) Such employees shall include Lead Mechanic, Equipment Mechanic, Transit Mechanic, Apprentice Mechanic, Fleet Mechanic Supervisor, and any other employee required to do so in writing by the department head or Human Resources Officer.
- 3) Newly appointed employees in the position will be paid the annual allowance at time of hire into the position. If the initial payment is received less than six (6) months prior to the regular tool allowance premium date, the employee will not receive the tool allowance until the following regular premium pay date. Should a new hire separate from the city within six (6) months of hire, said employee shall reimburse the City half (1/2) of the allowance received.

##### **B. UNIFORM ALLOWANCE**

- 1) It shall be the policy of the City Council to determine which classification of employees shall be required to wear a city uniform in the course of their employment with the CITY. If a classification of employee is required to wear a city uniform, the CITY shall provide the uniforms to or pay a uniform allowance to those employees required to wear such uniforms. It shall be the employee's responsibility to wear such uniform in the manner in which it is prescribed and shall not wear such uniform except in the course of performing work for the city. Failure to wear such uniform as prescribed shall be cause for disciplinary action.
- 2) The CITY shall provide and maintain uniforms to employees assigned to the following work assignments accordingly:
  - (a) Eleven (11) sets of uniforms each for the employee in classifications such as Custodians, Building Maintenance, street crews, tree crews, parks crews, sewer crews, right-of-way crews, Equipment and Transit Mechanics, Equipment Utility Workers, and Senior Transit Utility Specialist.
  - (b) The CITY will report to CalPERS the monetary value for providing and maintaining the employee's required uniforms. The City will report the uniform allowance on a bi-weekly basis to CalPERS on each City scheduled pay period earned. The uniform allowance amount reported to CalPERS will derive from the prior year's invoices for providing and maintaining employee's uniforms, not to exceed two-hundred and sixty dollars (\$260.00) per year per employee. Uniform allowance or the value of maintaining the uniform is only reportable for Classic CalPERS members.

(c) Employees of the Police Department classified as Police Technicians or in other position title that may be established, who are required to wear uniforms, shall be entitled to a uniform allowance of eleven dollars and fifty-four cents (\$11.54) bi-weekly and included in each affected employee's regular paycheck.

(i) The Police Chief shall certify in writing to the Human Resources Officer the various members of the department entitled to such status. Once reported, the employee shall continue to receive such payment until the Police Chief reports in writing to the Human Resources Officer that the employee is no longer entitled to such allowance.

3) Uniforms for Bus Operators shall be in accordance with Article 6 of this MOU.

#### **C. SHOE ALLOWANCE**

- 1) When the CITY requires in writing that any employee wear safety shoes in the performance of city duties, the employee shall be compensated for the purchase of such shoes.
- 2) Such employees shall include Apprentice Mechanic, Associate Engineer, Building Maintenance Lead, Custodian, Electrical/Signal Technician, Engineering Aide, Engineering Technician, Equipment Mechanic, Equipment Utility Worker, Facilities Maintenance Supervisor, Fleet Maintenance Supervisor, General Building Inspector, Graffiti Technician, Heavy Equipment Operator, Home Improvement Lead, Home Improvement Maintenance Helper, Lead Mechanic, Maintenance Painter, Park Maintenance Lead, Park Maintenance Worker, Public Works Lead, Right-of-Way Maintenance Worker, Senior Building Maintenance Worker, Senior Maintenance Worker, Senior Transit Utility Specialist, Sewer Maintenance Worker, Street Maintenance Worker, Street Sweeper Operator, Street Traffic Painter, Transit Mechanic, Transit Parts Storeroom Coordinator and any other employee required to do so in writing by the department head or Human Resources Officer.
- 3) The shoe allowance is paid for the purchase and use of safety shoes for city related work. The employee shall be responsible for purchasing and maintaining such safety shoes at or above the minimum standards set by the CITY. Failure to wear safety shoes as required shall result in disciplinary action. Wearing of such safety shoes purchased with the CITY shoe allowance shall be limited to CITY work hours.
- 4) The annual shoe allowance shall be two-hundred (\$200.00) dollars payable the first pay period of each calendar year. If necessity warrants, an allowance for a second pair of shoes may be requested by the employee. With the pre-authorization of the department head and upon submittal of a receipt verifying the purchase of the second pair of safety shoes, the employee may be reimbursed up to an additional two-hundred (\$200.00) dollars in any one fiscal year.
- 5) Newly appointed employees in positions so affected will be paid the annual allowance at the time of hire into the position. If the initial payment is received less than six (6) months prior to the regular shoe allowance payment date, the employee will not receive an allowance until the regular payment date of the following year.
- 6) If an employee separates within six (6) months of receiving the annual shoe allowance, the employee will be required to reimburse the CITY for half of the allowance received.

#### **D. MILEAGE ALLOWANCE**

- 1) An employee required to use his/her personal vehicle in the performance of duties as an employee of the City shall receive compensation for use of his/her personal automobile at the established IRS rate for mileage reimbursement. Such rate shall be reviewed periodically and adopted by administrative policy.
- 2) Such reimbursements will be made upon presentation of proper documentation which shall indicate to the satisfaction of the Department Head the number of miles traveled for which reimbursement is sought, the date on or between which use was made, and the specific or general occasion or service which necessitated such use.

#### **E. BONDS AND NOTARIAL COMMISSION**

- 1) When the CITY requires in writing that an employee maintain a bond or a notary commission as part of his/her duties, the employee shall be compensated for the cost of such.
- 2) However, if the employee allows such designation to lapse and as a result must complete education, training or other requirements to reestablish the bond or commission, the employee shall bear the full cost of such reinstatement.
- 3) Failure to maintain such bond or commission as required shall be cause for disciplinary action.

**F. SPECIAL PAYS**

- 1) Special pays shall be processed as part of the employee's regular bi-weekly paycheck and shall be paid in the pay period following the approval of the special pay request, unless otherwise determined by the CITY. This includes, but is not limited to: SDI reimbursement, bilingual pay, acting pay, vacation and other leave pay-offs.
- 2) **SPECIAL ONE-TIME BUY-BACK OPTIONS:** From time-time the City may at the City's initiation allow employees to cash in leave balances for pay. Such option shall be pensionable and no employee shall be required to participate in such option. These special one-time buy-back opportunities shall be processed as part of the regular bi-weekly payroll and will follow the employee's direct deposit and W-4 selections.

**ARTICLE 3. WORK SCHEDULES**

**SECTION 1. REGULAR SCHEDULES**

- A.** City Hall shall maintain a 9/80 employee work schedule as determined by the CITY:
- 1) During the city's regular two-week pay period, each employee shall be scheduled to work a total of nine (9) days for a total of eighty (80) hours work with either a Monday or a Friday off (9/80 day-off) on the shorter of the two weeks in the pay period.
  - 2) By mutual agreement, a department head and respective department employee may establish any other alternative work schedule (e.g., 5/40, 4/10, etc.). The alternative work schedule must maintain or improve the current level of service and must not have an adverse effect on the functional operations of the department or the city as a whole.

**SECTION 2. CITY HALL HOURS OF OPERATION**

- A.** City Hall hours of operation will be determined by the CITY to ensure practical levels of service to the community. The working hours of individual employees may be adjusted as necessary to ensure such service to the community within a 9/80 work schedule, subject to the following:
- 1) City management and GMEA agree to work together in good faith to resolve any issues that may arise from the 9/80 schedule.
  - 2) Except as directed by the City Council, employee work-schedules shall be adjusted as necessary to ensure that City Hall will not be closed for more than four (4) consecutive days, inclusive of any day that City Hall is closed in observance of an approved holiday.
- B.** If an employee is required to adjust his/her regular day off in order to provide adequate staff coverage for city operations, the employee will be credited with Floating Holiday Compensation (FC) on an hour-for-hour basis for the actual hours worked.
- 1) FC will be shown on the employee's paystub and must be used during the fiscal year within which it is earned, otherwise it will be forfeited.

**SECTION 3. REST PERIODS**

- A. Every employee will be permitted a fifteen (15) minute paid rest period approximately in the middle of the first half of the scheduled workday and a fifteen (15) minute paid rest period approximately in the middle of the second half of the scheduled workday.
  - 1) It is understood and agreed by the parties hereto that these rest periods are granted on a portal-to-portal basis; that is, from the time the employee leaves the work station until employee returns to it, ready to continue work, the total time of employee's absence shall not exceed fifteen (15) minutes.

#### **ARTICLE 4. SUPPLEMENTAL BENEFITS**

##### **SECTION 1. EDUCATIONAL REIMBURSEMENT**

- A. The CITY encourages and supports educational programs which provide employees the opportunity for personal career development and directly benefit the CITY by increasing the technical and managerial competency of its staff. Toward this end, the CITY offers reimbursement of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to obtaining an Associate Degree or higher in a job-related field from an accredited college or university.

In addition, the City shall have the sole discretion to approve reimbursement for required curriculum coursework towards a job-related certificate or credentialing program. Attendance at conferences and seminars are excluded from reimbursement.

- B. Eligibility for educational reimbursement is limited to full-time permanent City employees and shall be requested and approved according to standard procedures established by the Human Resources Officer.
- C. The maximum reimbursement per employee per fiscal year shall be two-thousand and five hundred dollars (\$2,500.00).

##### **SECTION 2. RETIREMENT**

- A. **CALPERS CONTRACT:** The CITY shall contract with the state California Public Employees Retirement System (CalPERS) to provide retirement benefits. The cost of CalPERS Retirement benefits is based on formulas set by CalPERS and includes two rates:
  - 1) The Employer Contribution Rate, paid entirely by the CITY. CalPERS reviews the Employer rates yearly and may adjust rates based on actuarial valuation.
- B. The Member (employee) Contribution Rate, paid entirely by the employee through payroll deduction. The full Member (employee) Contribution Rate shall be set by CalPERS. **The PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA)** implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of "new member" under PEPRA.
  - 1) **CALPERS ENROLLMENT DATE:** Whenever a new employee is hired by the City their status as a "Classic Member" or "PEPRA Member" will be determined by the date on which he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of hire by the CITY.
    - a) Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as "Classic Members" according to the definition established by PEPRA.
    - b) Employees enrolled into CalPERS for the first time on or after January 1, 2013, shall be classified as "PEPRA Members" according to the definition established by PEPRA.

- 2) "Pensionable Compensation" (PC), as established by PEPR, delineates the pay categories that must be reported to CalPERS as income that contributes to the calculations of the employee's retirement benefit. PC must be reported when earned and paid on the employee's regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the CITY shall notify GMEA prior to modifying how the benefit is to be paid. (§20160, §20636 G.C.)

#### **C. CLASSIC CALPERS MEMBERS**

- 1) Employees hired by the City who have been enrolled in CalPERS prior to January 1, 2013 are classified as "Classic Miscellaneous Members". This classification is a CalPERS determination and shall be applied according to their definition.
- 2) "Classic" Miscellaneous Membership benefits per the CITY's contract with CalPERS shall be as follows as applicable by law:
  - a) Miscellaneous Member "2.0 at 55" formula (§21354 G.C.).
  - b) 1959 Survivor Benefit Level 3 (§21570 et seq. G.C.).
  - c) One Year Final Compensation (§20042 G.C.).
  - d) Unused Sick Leave Conversion (§20965 G.C.).
  - e) Member (Employee) Contribution Rate as set by CalPERS (§7522.30 G.C.).

#### **D. PEPR CALPERS MEMBERS**

- 1) Employees enrolled in CalPERS on or after January 1, 2013 shall be classified as "PEPR Members". This classification is a CalPERS determination and benefits shall be provided according to the PEPR definition.
- 2) A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit
  - a) Miscellaneous Member "2.0% at 62" formula (§7522.20 G.C.).
  - b) 1959 Survivor Benefit Level 3 (§21570 et seq. G.C.).
  - c) Three Year Final Compensation (§7522.32 G.C.).
  - d) Unused Sick Leave Conversion (§20965 G.C.).
  - e) Member (Employee) Contribution Rate based on Pensionable Compensation (§7522.30 G.C.).

#### **E. TRANSIT EMPLOYEES**

- 1) Transit employees hired prior to January 1, 2013 shall be classified as "Classic Members".
- 2) Transit employees hired on or after January 1, 2013 through December 29, 2014 shall be classified as "Classic Members" and will retain their classic membership benefits for this period of time. Transit employees hired on or after December 30, 2014 shall be classified as "PEPR Members".

### **SECTION 3. HEALTH INSURANCE**

#### **A. COMPREHENSIVE HEALTH PLAN**

- 1) The CITY shall provide a comprehensive health benefit plan, including medical, hospitalization, dental, optical, and prescription, to all affected employees and their dependents.
- 2) The CITY shall meet and confer with GMEA prior to implementing benefit changes in the approved plan.

#### **B. TRUST ACCOUNT**

- 1) The CITY shall maintain an ISFH trust account for all premiums due and payable on a monthly basis by the CITY and employee contributions made pursuant to this MOU. All interest income produced by the ISFH trust account balance shall remain in the account and available for this exclusive use.
- 2) No CITY administration costs will be charged against the fund. Only charges relating to the provision of health benefits, payment of reinsurance costs and third-party administration costs shall be made against the trust.

#### **C. COST OF HEALTH INSURANCE**

- 1) The CITY will pay the two-party premium for coverage of affected full-time permanent employee plus one (1) dependent based on the City's self-funded health insurance plan rate. This amount will be paid to the approved health insurer or into the ISFH trust account for exclusive use in the ISFH program.
- 2) Employees with family coverage (i.e. two or more dependents) shall make co-payments through payroll deduction to cover any differential in premium costs to the CITY for such coverage. The CITY shall maintain a "Section 125" plan allowing employees to utilize pre-tax dollars for their contributions. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees with sixty (60) days' notice and grace period to cure prior to exercising the discretion to terminate coverage. Premiums may be paid from available catastrophic leave donations.

#### **D. POST RETIREMENT HEALTH INSURANCE COVERAGE**

- 1) **TIER 1:** Employees hired before July 1, 2002 and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this MOU, paid health insurance benefits based on the formula set forth below:
  - a) Any affected employee who is at least fifty-five (55) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee and his or her dependent up to the City's self-funded health insurance plan rate for two-party premium if the employee completed thirteen (13) years of full-time service with the City, was enrolled in any of the City's health insurance plans for a total of thirteen (13) years of service, and actually commences to receive CalPERS retirement benefits.
- 2) **TIER 2:** Employees hired on or after July 1, 2002 and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this MOU, paid health insurance benefits based on the formula set forth below:
  - a) Any affected employee who is a Classic CalPERS employee, who is at least fifty-five (55) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed twenty (20) years of full-time service with the City, was enrolled in any of the City's health insurance plans for a total of twenty (20) years, and actually commences to receive CalPERS retirement benefits. Such Classic employee shall bear any differential premium cost of coverage for an additional party (i.e. spouse). The differential is the difference between the one-party and two-party premium) compared to the prior plan year.
  - b) Any affected employee who is a PEPRA CalPERS employee, who is at least sixty-two (62) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed twenty (20) years of service with the City, was enrolled in any of the City's health insurance plans for a total of twenty (20) years, and actually commences to receive CalPERS retirement benefits. Each PEPRA employee shall bear any differential premium cost of coverage for an additional party (i.e.

spouse). The differential is the difference between the one-party and two-party premium. The year the employee retires will be the base year in which the rate differential described above is established, the rate after the base year is established shall be adjusted downward or upward by half the City's rate change (difference between one-party and two-party premium) compared to the prior plan year.

3) **TIER 3:** Employees hired on or after January 1, 2020 who meet the minimum requirements listed below shall receive the allotted health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium.

- a) Twenty (20) years of full-time service with the City receives seventy-five percent (75%) of the single party rate; or
- b) Twenty-five (25) years of full-time service with the City receives one-hundred percent (100%) of the single party rate; and
- c) Enrollment in any of the health insurance plans offered by the City for the minimum required years of service; and
- d) Age fifty-five (55) years or sixty-two (62) years for full CalPERS service retirement; and
- e) Tier 3 retiree coverage shall terminate upon the date retiree becomes Medicare eligible or death of the retiree, whichever occurs first.

4) **Years of Service**

- a) **Premium Split Option Participants** – The time an employee participates in the Premium Split Option Plan will not count towards time required to meet 'years of full-time service with the City'.
- b) **Waiving Health Coverage** – A full-time employee who waives health coverage and does not have the ability to participate in the Premium Split Option Plan, will have the opportunity to have their service time count towards 'years of full-time service with the City' for the purpose of Post Retirement Health Insurance Coverage benefit.

5) The amount of the City's contribution shall be set at the same level as the amount for active employees unless the retiree is Medicare eligible in which case the City's contribution, if applicable, shall be at the Medicare rate. Upon the effective date of Medicare coverage, the City's health insurance plan coverage would be the secondary benefits payor and Medicare would be the primary benefits payor to the extent permitted in the City's Plan Document and Summary Plan Description.

Any required premiums and/or co-payment for active employees will also be required for non-Medicare eligible retirees. When applicable, this benefit shall accrue to the spouse upon death of the employee who is insured under this provision.

**E. MEDICARE:** Tier 1 and Tier 2 retired employee who becomes eligible for coverage under Medicare and/or comparable governmental program shall thereupon no longer receive the full benefits available under the City's Health Insurance Plan but instead shall receive, at the CITY's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's Plan and the coverage available through Medicare and/or comparable governmental program. Failure to enroll in Medicare upon eligibility may result in loss of post-retirement health insurance coverage.

- F. **COBRA:** Any covered employee who retires from the city, or otherwise separates from city service with less than the minimum requirements specified in Section D. of this Section shall be offered the opportunity to continue his/her participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act (COBRA). The cost of such participation by such separated employee shall be borne by the employee and paid directly to the health insurance carrier.
- G. **HEALTH SAVINGS ACCOUNT:** During the term of this MOU, the City and GMEA shall work towards the establishment of a Health Savings Account for full-time and part-time employees.

#### **SECTION 4. LIFE INSURANCE**

- A. The CITY shall provide a total of forty-thousand dollars (\$40,000) of life insurance coverage for each full-time, regular employee under the following policies:
  - 1) Term Life Insurance, including Accidental Death and Dismemberment (AD&D) coverage, in the amount of twenty-thousand dollars (\$20,000) for all employees; and
  - 2) Group Life Insurance in the amount of twenty-thousand dollars (\$20,000) as part of the City's Health Insurance Plan for employees enrolled in a health plan offered by the City.

#### **SECTION 5. EMPLOYEE SICK LEAVE**

- A. **SICK LEAVE EARNED:** Ten (10) hours of paid sick leave shall be earned for each calendar month or major fraction thereof of employment by all full-time probationary and permanent employees and shall be credited to the employee based on the employee's pay rate at the time the sick leave is earned.
- B. **SICK LEAVE USED:** Sick leave used (i.e., days off work on sick leave status) shall be at the employee's rate of pay at the time the sick leave is used. The employee shall continue to accrue sick leave at his/her rate of pay at the time that the sick leave is earned.
- C. **CONVERSION OF SICK LEAVE:** All unused sick leave shall accrue from year to year on an unlimited basis except that after five (5) years of continued service, an employee may convert unused sick leave to cash or time off, subject to the following conditions:
  - 1) Conversion, whether to cash or "time off," shall be on the basis of one half (½) day for each full day of unused sick leave. The "time off" option shall be at the employee's option with the approval of his/her department. Conversion to cash shall be at the employee's current pay step, plus any applicable Senior Pay Bonus, at the time of cash out.
  - 2) No conversion shall be made until the employee has accrued more than ninety-six (96) hours unused sick leave; nor shall any conversion be permitted which will reduce the number of hours accrued below ninety-six (96) hours.
  - 3) Any employee who meets the above conditions may convert not more than eight (8) sick leave days in any one calendar year, January to December.
    - a) Employees who have used only one scheduled work day or less of sick leave in any 12-month period and meet the above conditions may convert not more than ten (10) sick leave days in any one year.
    - b) The exception to the annual conversion shall be termination, retirement, or death.
- D. **CONVERSION OF SICK LEAVE AT TIME OF SEPARATION:**
  - 1) Upon separation from the City and completion of at least five (5) years of service, unless terminated for cause as deemed egregious by the City Manager, employees may be paid for accrued sick leave hours up to a maximum of fifty percent (50%) of seven-hundred and twenty



(720) hours. GMEA will be provided a "meet and consult" meeting with the City Manager before the egregious determination by the City Manager is final. Such payment shall be made at the employee's pay step, plus any applicable Senior Pay Bonus, at the time of separation. That is:

- a) If an employee has seven-hundred and twenty hours (720) or more accrued, payment shall be for three-hundred and sixty (360) hours.
  - b) If an employee has less than seven-hundred and twenty hours (720) accrued, payment shall be at half of the employee's accrual at the time of separation.
- 2) **Conversion at Retirement:** Upon simultaneous retirement from the City and from CalPERS, an employee shall have the option of applying unused sick leave to his/her CalPERS account up to the limits set by CalPERS. The conversion rate will be at the employee's pay rate, plus any applicable Senior Pay Bonus, at the time of retirement.
  - 3) **Reinstatement:** Any permanent, full-time employee who is reinstated pursuant to the City's Personnel Rules and Regulations shall be entitled to have restored to his/her previously earned and unused sick leave not previously paid for pursuant to this MOU. Such reinstatement shall be at the rate of pay at the time of separation.

## **SECTION 6. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

- A. The City will adhere to State and Federal regulations protecting FMLA and CFRA leave rights.

## **SECTION 7. BEREAVEMENT (DEATH IN FAMILY) LEAVE**

- 1) In the event of a death of a member of the immediate family, immediately after such death has occurred an employee may be absent without loss of pay for five (5) consecutive workdays based on the employee's regular work schedule.
- 2) Immediate family shall be defined for this purpose to include the employee's spouse, child, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian or registered domestic partner.
- 3) If family circumstances necessitate, the employee may request in writing that Bereavement Leave be deferred to a subsequent date. The employee shall submit the request to the department head stating the reason such accommodation is needed (i.e., to accommodate out of state services for the deceased or other circumstances related to the loss of the family member).
- 4) If needed and approved by the department head, five (5) additional leave days chargeable to sick leave may be taken along with the scheduled bereavement leave.
- 5) At the earliest time possible considering the circumstances, the employee shall submit to the department head the name of the deceased, date of death and relationship to the employee. Unless otherwise requested by the employee, the Human Resources Officer shall see that the deceased family member is remembered in memoriam at the closing of the next City Council meeting.

## **SECTION 8. STATE DISABILITY BENEFITS (SDI)**

- A. If an employee sustains a non-job-related injury, he or she may, at his/her option, utilize any accumulated sick leave and vacation leave to supplement any monies received from State Disability Insurance up to the amount of the employee's base pay including any Senior Pay Bonus.

## **SECTION 9. WORKERS' COMPENSATION**

- A. The City will pay eighty-five percent (85%) of full salary in lieu of temporary disability payments for all full-time employees for leave of absence due to injury arising out of or in the course of employment to a maximum of twelve (12) months. This compensation shall be paid through the City's payroll system as Injured-on-Duty (IOD) Pay. An employee is in a paid status while receiving IOD Pay.
- B. An employee may be entitled to receive Total Temporary Disability benefits up to an additional twelve (12) months, as required by state law.
- C. An employee who is out on workers' compensation leave shall also be placed on leave under the Family and Medical Leave Act (FMLA) if the employee qualifies for FMLA leave. Leave under FMLA cannot exceed twelve (12) weeks. Workers' compensation leave and leave under the FMLA shall run concurrently.
- D. An employee who schedules a medical treatment appointment during work hours after he/she is determined permanent and stationary, or returned to full or modified duty, shall not be entitled to charge such appointment time to IOD Pay.

#### **SECTION 10. CATASTROPHIC LEAVE AND LEAVE DONATION**

- A. The CITY will maintain a Catastrophic Leave and Leave Donation policy to assist employees who have exhausted leave balances, and due to catastrophic circumstances require additional time off prior to returning to city service.
- B. The CITY will meet and confer with GMEA prior to making any changes to this policy.

#### **SECTION 11. HOLIDAYS**

- A. Except for employees performing shift work in the Police Department, any permanent, provisional or probationary employee who has worked a shift or who is on a scheduled sick leave or other authorized paid leave the scheduled day prior to and/or immediately after a holiday will receive a day's pay for that holiday
  - 1) Any such employee who is on authorized sick leave when a holiday occurs will receive a day's pay for that holiday and will not have his/her sick leave accrual charged.
  - 2) Any such employee who is on scheduled and approved vacation when a holiday occurs will receive a day's pay for the holiday and will not have his/her vacation accrual charged for that holiday.
  - 3)
- B. Subject to Section 11(A) above, Bus Operators shall be paid for all City holidays in addition to time actually worked and any paid leave that may be applicable.
- C. Employees performing shift work in the Police Department shall, based on the employee's regular work hours, earn one regular day off per month or major fraction thereof, for a total of twelve (12) days per year, plus an additional twenty (20) hours per year of floating holiday time. These days off (hereinafter referred to as holidays) are in lieu of legal or other holidays.
  - 1) Employees may take up to four (4) holidays in advance of the time actually earned during the calendar year. If the employee separates from city service, the employee must repay any used but unearned holiday time or shall be paid for any earned but unused time. Use of such holidays shall be in increments of full workdays.
  - 2) Up to four (4) holidays not used during the calendar year may be carried over into the next year. Any additional holidays not used during the calendar year will not carry over into the next year and will not be paid for. These holidays shall be scheduled at the convenience of the employee with the approval of the department head.

- D. All affected regular, full-time employees covered by this MOU shall have the following paid holidays off:
- 1) New Year's Day: January 1 or the first regular City Hall work day of the year;
  - 2) Martin Luther King Jr. Birthday: Third Monday of January;
  - 3) Presidents Day: Third Monday of February;
  - 4) Memorial Day: Last Monday of May;
  - 5) Independence Day: July 4;
  - 6) Labor Day: First Monday of September;
  - 7) Veterans Day: November 11;
  - 8) Thanksgiving Day: Fourth Thursday of November;
  - 9) Friday after Thanksgiving Day;
  - 10) Christmas Eve: December 24;
  - 11) Christmas Day: December 25; and
  - 12) New Year's Eve: December 31.
- E. The CITY shall publish an annual calendar listing all Holidays on which City Hall will be closed. If a Holiday falls on Saturday or Sunday, the CITY shall designate a normal working day (Monday – Friday) to be observed as the official City Holiday.
- F. If a Holiday falls on an employee's 9/80 day-off, the employee will be credited with Floating Holiday Time in an amount equal to regular City Hall work hours for that day. Based on the City Hall schedule of nine (9) hours Monday – Thursday and eight (8) hours on Friday, Floating Holiday will be credited as follows:
- 1) If the holiday falls on a Monday, Tuesday, Wednesday or Thursday, nine (9) hours of Floating Holiday will be credited;
  - 2) If the holiday falls on a Friday, eight (8) hours of Floating Holiday will be credited.
  - 3) Should the City Hall schedule be changed, the number of hours of Floating Holiday credited will be adjusted accordingly so that the credited amount will be equal to the scheduled hours for City Hall operations.
  - 4) Floating Holiday Time earned because of the employee's 9/80 day-off must be used within the fiscal year earned or it will be forfeited.
- G. Additionally, each affected employee shall receive twenty (20) hours of Floating Holiday to be credited January 1st of each year. Floating Holiday shall be scheduled at the convenience of the employee with the approval of the department head but must be used within the calendar year earned or it shall be forfeited.

## **SECTION 12. VACATIONS**

### **A. VACATION ACCRUALS AND USE**

- 1) After the first year of completed service, vacation shall accrue based on an eighty-hour (80) pay period, regardless of the employee's work schedule and shall accrue to all regular full-time employees per the following:

Effective on Employee's Anniversary Date of Completed Service	Hours Earned Per Month	Hours Earned Annually
From Date of Hire (DOH)	8	96
5 years of service	10	120
10 years of service	12	144
15 years of service	14	168
20 years of service	16	192
25 years of service	18	216

- 2) Vacation accrual shall be capped at a maximum of four-hundred and thirty-two (432) hours. Affected employees shall not accrue vacation above four-hundred and thirty-two (432) hours. If the maximum accrual amount is reached, the affected employee shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of four-hundred and thirty-two (432) hours.
  - a) Effective January 1, 2020, vacation accruals shall be capped at the amount specified above. Any previous vacation hours accrued above the cap will be transferred to a separate excess vacation bank to which employees have the ability to use down the excess hours until December 31, 2020. The City will not buy-back the value to the excess vacation accruals. Any remaining excess vacation hours after December 31, 2020 shall be forfeited.
- 3) No vacation time or pay is vested for a probationary employee during his/her probationary period of employment. If a probationary release occurs, the affected employee shall not be entitled to payment of any vacation time that has not vested.
- 4) With the approval of the employee's supervisor, after six-months (6) of continuous employment and completion of the probationary period, an employee may take and be paid for up to forty-eight (48-hours) leave during the initial year of employment.
- 5) In the event of resignation or discharge of a non-probationary employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount shall be paid to the legally recognized beneficiary of the estate of the deceased.
- 6) Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked. An eligible employee may defer into the succeeding calendar year an amount of paid vacation equal to the total amount of vacation leave accrued during the prior calendar year.
- 7) Vacations shall be taken at a time mutually agreed upon by the CITY and the employee. In the event of conflict between two or more employees' vacation requests within a department or a classification, the principle of seniority shall govern.
- 8) It shall be the employee's responsibility to monitor personal leave accruals and to maintain such accruals within the limits set forth in this MOU.
- 9) No employee shall be paid for or allowed to take as leave any excess vacation accrual if it is determined that the accruals were credited to the employee in error or are the result of a violation of the City's Personnel Rules and Regulations, MOU or a signed agreement between the employee and the City that provides otherwise.
- 10) The maximum vacation accrual pay-off upon separation from the City effective January 1, 2020 through December 31, 2020 shall be five-hundred (500) hours. Effective January 1, 2021, the maximum vacation accrual pay-off upon separation from the City shall be four-hundred and thirty-two (432) hours.

## **ARTICLE 5. LAY-OFFS AND RECALL PROCEDURES**

### **SECTION 1. REDUCTION IN WORKFORCE**

- A. Sixty (60) days prior to the implementation of this section, the CITY will notify GMEA of the CITY's intent. During the sixty (60) day period prior to the required 30-day notice as required in subparagraph E, the CITY and GMEA will meet to discuss alternatives.
- B. The employee with the least amount of seniority in any classification affected by the layoff will be the first laid off. This employee may, at the employee's choice, displace an employee in the next lower classification (as determined by pay grade), who has less total seniority in that classification than the employee who received the layoff notification.
- C. In this bumping procedure, an employee may bypass the next lower job classification only in the case for extenuating circumstances, if requested by GMEA and approved by the Human Resources Officer. When an employee bumps to a lower pay grade, all of his/her prior services shall be allowed in determining his seniority in such job classification.
- D. Employees who are displaced from their jobs as a result of this bumping procedure may themselves displace employees having the least seniority in the next lowest job classification as described above.
- E. An employee being laid off shall receive thirty (30) days' notice or the equivalent amount of pay in lieu.
- F. In the event of a layoff, the affected employee shall receive pay immediately for all accumulated time he/she is due.

### **SECTION 2. REHIRING OF LAID-OFF WORKERS**

- A. **REDUCTION IN WORK FORCE:** If reduction in the work force is necessary as determined by the City Council, the following procedure shall be adopted for rehire:
  - 1) Any employee laid off shall be placed on a Recall List for a period of two (2) years. The CITY, upon rehiring, shall do so in the inverse order of seniority by hiring the last employee laid off, providing that such employee meets the minimum qualifications for a position to be filled.
  - 2) An employee Recalled and Reinstated to the position he held as of his layoff shall assume the same salary step and seniority as he held at the time of layoff. An employee Reinstated from voluntary demotion to the position held as of his layoff shall accrue the same salary step and seniority as he held in his position of demotion.
  - 3) Employee will not continue to accumulate seniority, vacation, sick leave or any other service-related benefits during the period he/she is laid off but will retain only seniority benefits accumulated to the day of layoff. Employee retirement and insurance benefits cease at the time of and will not be paid during the time of the layoff period.
  - 4) Failure to return to work within five (5) days after being recalled by Registered Mail, Return Receipt Requested, unless due to actual illness or accident (the CITY may require substantial proof of illness or accident), will cause the employee to be removed from the layoff list and forfeit all seniority rights.
  - 5) The Notice Regarding Employment to an employee who has been laid off shall be made by Registered Mail to the last known address of said employee. All seniority, with the exception of the actual time spent in the layoff period, shall be reinstated to the employee upon re-employment.

### **SECTION 3. EXCEPTIONS**

- A. The following classifications are excepted from the provisions of this Article for LAY-OFFS AND RECALL:
- 1) Community Service Counselors, Planning Assistants, Associate Engineers, Engineering Technicians and Engineering Aides.
  - 2) Inasmuch as these are professional or semi-professional positions and the efficient operation of the departments depends on retention of the most versatile individuals when funds are not available for the continuation of a completely manned department.
- B. Accordingly, if a department head feels justified in declaring an employee with the same or more seniority excess and retaining an employee with same or lesser seniority in the same classification, or demotion of an employee from a higher classification, he must submit documentation (Justification Letter) in support of such request to the Human Resources Officer for final approval, also forwarding at the same time a copy to GMEA.
- 1) All Justification Letters must be submitted to provide the affected employee at least thirty (30) days' notice prior to effective date of such layoff after approval by the Human Resources Officer.
  - 2) The Justification Letter, in support of the retention of an employee out of order of seniority, must be related to one of the following, specifically stating why that individual is more qualified than another who has equal or more seniority in the same classification:
    - a) The employee is currently employed on a critical assignment, which the best interests of the CITY require to be completed by said employee. This Justification should be used only on assignments of less than three (3) months duration, as this employee would be subject to immediate layoff upon completion of the stated assignment, under justification request.
    - b) The employee's overall qualifications and performance have shown his or her capability to achieve expected performance in a variety of work assignments and versatility for providing benefits to the CITY that an employee otherwise to be laid off does not have and is particularly required in a position class that is being reduced in total size.
    - c) The employee possesses subject matter knowledge and skill both critically needed and difficult to replace.

### **ARTICLE 6. TRANSPORTATION DEPARTMENT EMPLOYEES (GTRANS)**

The terms and conditions of this MOU shall apply to full-time employees of the Transportation Department unless other terms and conditions are set forth in this Article as specifically applicable to full-time classifications of the Transportation Department as indicated below.

#### **SECTION 1. COMPENSATION**

- A. **OVERTIME:** Bus Operators and Equipment Mechanics shall be paid overtime (time and one-half regular hourly rate) in accordance with the "hours worked" provisions of the Fair Labor Standards Act.
- 1) If any Bus Operator works a sixth (6th) or seventh (7th) day in any one work week and such sixth (6th) or seventh (7th) day is worked on a regular bus run, such time worked by the driver on such regular run shall be compensated at time-and-one-half (1½) the base hourly rate plus any applicable Senior Pay Bonus.

- 2) Compensation for training time shall be paid in accordance with the Fair Labor Standards Act. The following situations or time spent by employees in required training is considered to be non-compensable: training which is required for certification of the employee by law of a higher level of government (e.g., where State, County, or Federal law imposes a training obligation on City employees does not constitute compensable hours of work)
  - 3) Bus Operators and Para-Transit Drivers will be paid one-and-one-half (1½) times their straight time hours for all work they perform in excess of eight (8) hours per day or forty (40) hours per week, on a regular run with the exception of spread time, guarantee time, or incidental overtime.
- B. TRAINER/INSTRUCTOR (TSI) PAY:** Bus Operators that are Certified Transportation Safety Institute (TSI) instructors will be paid an additional two dollars (\$2.00) per hour during their performance of behind the wheel training of a Bus Operator.
- C. BUS OPERATOR DAILY LOG:** An Operator Daily Log shall be submitted any time a Bus Operator is on duty twelve (12) or more hours in a 24-hour period, as required by law, or when the completion of an Operator Daily Log is determined to be operationally necessary.
- Operators shall be paid a flat rate of eight dollars (\$8.00) for accurately completing and timely submitting each required Operator Daily Log. Operator Daily Logs are to be submitted at the end of the Operator's shift, but in no case shall be submitted more than 24 hours after the end of the Operator's shift. Late submittals or incorrectly completed Operator Daily Logs may delay payment of the allowance.
- D. ACCIDENT/INCIDENT REPORT PAY:** Bus Operators involved in an accident/incident must submit a completed Accident/Incident Report by the end of the shift. The Accident/Incident Report must be completed prior to leaving the bus yard on the same day the accident/incident occurred. Bus Operators will be paid for twenty (20) minutes in accordance with the Fair Labor Standards Act for each completed Accident/Incident Report that is timely submitted.

The Accident/Incident Report should include comprehensive information about the accident/incident including but not limited to: date and time of the accident/incident; exact location of the accident/incident; description of the accident/incident including any photographs or sketches of the scene; the operator's name, address and contact information; the operator's driver's license number; vehicle description information and license plate numbers; and report of any injuries or damages.

## **SECTION 2. CALL-IN SCHEDULING AND PAY**

### **A. Call-In Procedure**

- 1) The call in procedure for leave purposes for all transit employees shall require the employee to call into the primary or other designated telephone line and speak directly to a supervisor on duty.
- 2) If the employee's immediate supervisor is not on duty at the time, any supervisor on duty may accept the call and will report the information to the employee's direct supervisor in accordance with department protocol.
- 3) Employees shall call Dispatch for reporting absence.

### **SECTION 3. BUS OPERATORS**

#### **A. SENIORITY**

- 1) Seniority is defined under Article 2, Section 2(C) and shall be accorded appropriate consideration in the assignment of regular runs, commuter runs and, whenever possible, emergency overtime.

#### **B. WORK SCHEDULE**

- 1) The normal workweek for regular full-time Bus Operators is five (5) days per week, eight (8) hours per day or forty (40) hours per week.
- 2) Full-time Bus Operators will be paid one and one-half (1½), on a regular run, their straight time hours for all work they perform that is in excess of eight (8) hours per day, or forty (40) hours per week, with the exception of spread time, guarantee time, or incidental overtime.

#### **C. FULL-TIME (FT) EXTRA BOARD (XB)**

- 1) The role of FT-XB Operators was created to assist with the daily covering of assignments. FT-XB Operators will be paid for spread time as stated in Article 6, Section 3(F)(1) only if the Operator complete an assignment/run in its entirety and the assignment/run contains spread time as defined at the time of the shake-up.
- 2) FT-XB Operators will not be paid for any spread time in excess of ten (10) hours if they are assigned an assignment/run(s) that are composed of multiple pieces of work, including but not limited to multiple pieces of run/work that may have been broken apart as originally scheduled at the shake-up, Trippers, standby part-time assignment, training, etc.

For example, part of Run #1X1 (04:38a-09:00a) & part of Run #201 (09:40a-12:15p) & part of Run #211 (Tripper) (12:35p-16:21p) would not receive spread time.

#### **D. RUN ASSIGNMENTS (SHAKE-UP)**

- 1) Run assignments will be posted four times yearly: First week of February; Third week of June; Second week of September; and First week of December.
- 2) Said shake-up will occur thirty (30) days later.
- 3) Should a run become vacant due to an employee going on a leave of absence without pay for a period of sixty (60) days or more, the assignment/run shall be assigned to the Extra Board (XB). Employees returning to work after a "leave of absence without pay" would return to their previous bid assignment/run. If the employee did not bid for an assignment/run, then the employee will be assigned to the Extra Board (XB).

#### **E. SPREAD TIME**

- 1) A "spread" refers to the difference from the time a Bus Operator reports for duty until the time the assignment is completed. All work performed in excess of a spread of ten (10) hours will be paid for at the rate of time and one-half (1½).

#### **F. GUARANTEE TIME**

- 1) Full-time Bus Operators are guaranteed eight (8) hours work per day and forty (40) hours work per week. Because some runs are operated less than eight (8) hours, Operators are paid a daily guarantee of eight (8) hours. Part-time Bus Operators, Relief Bus Operators and Trainees shall not receive guarantee time for performing any work.

#### **G. MISSOUTS**

- 1) Bus Operators must report for their assignment at a scheduled time and place or they will be charged with a MISSOUT unless they notify whoever is in charge at GTrans at least two (2) hours before the start of their regular shift of their inability to report due to illness or emergency.



- 2) When a Bus Operator is prevented from reporting to work on time due to an illness or emergency, the dispatcher/supervisor will review the Bus Operator's personal situation and the work assignments for that day to determine if a new report time will be requested by the dispatcher/supervisor. In the event a new report time is requested, and the employee agrees to the new report time, failure of the Bus Operator to report to the new assignment on time will result in a second MISSOUT for that day.
- 3) When a Bus Operator is prevented from reporting to work on time due to an emergency and later presents proof of said emergency satisfactory to the Transportation Director, he/she may waive the charge of a MISSOUT on a Bus Operator's record. Waiver of any MISSOUT is considered on a case-by-case basis.
- 4) The failure of a bus operator to report in person, ready for work at the assigned time will be considered a MISSOUT.
  - a) First MISSOUT in a thirty (30) day period will result in the loss of one (1) day's work without pay.
  - b) Second MISSOUT in a sixty (60) day period will result in the loss of two (2) days' work without pay (the one-day missed, plus a one-day suspension).
  - c) Third MISSOUT in a ninety (90) day period may be grounds for termination.
  - d) The cumulative record of MISSOUTS will be taken into consideration in any disciplinary action taken.

#### **H. UNIFORMS**

- 1) All Bus Operators must report for work in City-approved uniform, together with all necessary equipment required to perform their duties throughout the day.
- 2) The City will purchase uniforms for new employees upon graduation from the training program.
- 3) All uniforms purchased by the City must be returned upon termination from the City. The CITY will furnish the following uniforms:
  - a) Five (5) pair of trousers;
  - b) Four (4) short-sleeved shirts;
  - c) Four (4) long-sleeved shirts;
  - d) One (1) belt;
  - e) One (1) tie;
  - f) One (1) jacket; and
  - g) One (1) cap (if requested by employee).
- 4) Bus operators will be provided one uniform cleaning per week, or given a cleaning allowance of one-hundred fifty dollars (\$150.00) annually, at the discretion of the City.
- 5) When an article of uniform is worn out, a Bus Operator will turn in the item and will be given an order to purchase a like item at a uniform company.

#### **I. SMART CLASS TRAINING**

- 1) A transit employee who is required to attend a SMART class (i.e., training program) conducted by the CITY shall be deemed to be on "school time" during such classes and shall be paid at the employee's regular rate of pay for such time.

- J. **SIGN-ON PREPATORY TIME:** Each Bus Operator shall be granted an allowance of thirteen (13) minutes report time for the purpose of preparing equipment for pull-out. Preparatory activities to be conducted prior to each pull-out includes checking the Operator Bulletin Board and conducting

a full vehicle pre-trip inspection. Split-run operators shall be granted an additional five (5) minutes preparatory time for reporting to the Transportation facility to take out the second part of their run.

#### K. EXTRA WORK

- 1) The City and GMEA agree to encourage and promote all extra work and recognize that extra work is required by Bus Operators to ensure GTrans provides scheduled and special event services to its customers.
- 2) **Assignment of Extra Work:** The assignment of extra work shall first be given to the Extra Board Operators, who will be required to perform this work as part of their regular duties. If the Extra Board is exhausted, Bus Operators will be assigned extra work in the following sequence:

**(For the purpose of this section only, seniority shall be measured from the employee's most recent date of hire.)**

- a) Bus Operators that have completed their shift on a regular workday that will provide additional service on a volunteer basis on that workday;
  - b) Relief Bus Operators that have requested to work their regular day or days off;
  - c) Part-time Bus Operators that have requested to work their regular day or days off;
  - d) Full-time Bus Operators that have requested to work their regular day or days off;
  - e) Relief Bus Operators that are required to work their regular day off, in reverse seniority order;
  - f) Part-time Bus Operators that are required to work their regular day off, in reverse seniority order;
  - g) Full-time Bus Operators that are required to work their regular day off, in reverse seniority order.
- 3) If there are an insufficient number of Extra Board to perform the extra work, the City will assign regular Bus Operators to perform the extra work. Regular Bus Operators will be selected from a list that has been signed by them on a voluntary basis, indicating that they are willing and available to perform this work and such selections being made on a rotational basis in accordance to seniority and availability.
  - 4) Any operator who has volunteered for extra work and cannot be reached at their primary contact phone number on file will be passed and the next available Bus Operator will be contacted. A Bus Operator that could not be reached at their primary contact phone number under the above circumstances is not eligible for any compensation for the unassigned extra work.
  - 5) A Bus Operator that requests to volunteer for extra work will submit a "Volunteer to Work on Day Off" slip during the bid/selection process to be effective at the start of the shake-up. Bus Operators may also volunteer for extra work after the bid/selection process by submitting the slip to the dispatcher by Friday of each week prior to 10:00 a.m. to be effective that Saturday. If a Bus Operator should request to be added onto the volunteer list after the shake-up commences, they will not be placed in the order of seniority but will be added to the bottom of the volunteer list according to the order in which their slips were submitted.
  - 6) A Bus Operator may request to be removed from the volunteer list by submitting a request in writing during the bid/selection process to be effective at the start of the shake-up. Bus Operators may also request to be removed from the volunteer list by submitting the slip to the dispatcher by Friday of each week prior to 10:00 a.m. to be effective that Saturday.
  - 7) If a Bus Operator has volunteered to work on their regular day off and the remaining work to be assigned will not leave that Bus Operator available for their regular run due to rest period requirements, they shall be passed and another Bus Operator who has volunteered for work on their regular day off will be assigned if that work leaves them available to work their regular

assignment. When such Bus Operator have been passed in making assignments on account of unavailability, they shall be considered as the next in turn for the first unfilled assignment for which they are qualified, and which signs on after expiration of their proper rest period.

- 8) If a Bus Operator that has volunteered for extra work fails to report on time for that assignment, they will be charged with a MISSOUT as provided in subparagraph G of this Section.
- 9) **Mandatory Extra Work:** If Bus Operators are required to report for extra work, a mandatory report list will be posted by Friday at 1:00 p.m. for the upcoming week. Open work assignments on the mandatory report list will first be filled in the following order:
  - a) Relief Bus Operators that are required to work their regular day off, in reverse seniority order;
  - b) Part-time Bus Operators that are required to work their regular day off, in reverse seniority order;
  - c) Full-time Bus Operators that are required to work their regular day off, in reverse seniority order.
  - d) The rotational order will be reset to the bottom of each seniority list every time the list has been exhausted.
- 10) If a Bus Operator that is required to report for extra work fails to report on time for that assignment, they will be charged with a MISSOUT as provided in subparagraph G of this Section.
- 11) **Payment for Extra Work:**
  - a) **Voluntary** extra work shall be compensated at the appropriate rate of pay (i.e., overtime rate will apply if the employee has met the overtime threshold).
  - b) An employee who is **required** to perform extra work shall be paid at the rate of one-and-one-half the regular rate of pay for all hours actually worked.
    - (i) Bus Operators **required** to work on their regular day off shall receive not less than two (2) hours' work or two (2) hours' pay at one-and-one-half (1½) times the employee's regular rate of pay.

#### **SECTION 4. OPERATIONS SUPERVISOR TRAINING PROGRAM:** See Exhibit "B."

#### **SECTION 5. MEAL AND REST PERIODS FOR BUS OPERATORS**

- A. This Section is intended to be in lieu of any standards regulating meal and rest break periods included in the Industrial Welfare Commission Wage Order 9 as an exception provided for under the Wage Order.
- B. Bus Operators on standby, modified duty or other work assignments in which the Bus Operator's ability to take a meal/rest break is not physically restricted due to operating a bus are excluded from the provisions of this Section.
- C. For straight runs, split runs and tripper combinations, scheduled recovery time in the run assignment shall be considered cumulatively as the Bus Operator's meal and rest break periods through a cumulative 50-minute recovery time in a regular eight (8) hour work day.
- D. Meal/rest periods in the Bus Operator's recovery time shall be computed as time worked. There is no meal/rest period due for an assignment with a total daily work period of less than three-and-one-half (3½) hours. On split runs, there is no requirement to provide the cumulative 50-minute total meal/rest period where the length of the work pieces do not warrant.

- E. For any straight run scheduled with less than a total of fifty (50) minutes meal/rest time, a Bus Operator who works that entire run shall be paid a premium pay of sixty (60) minutes per day for that run paid at the employee's regular rate of pay.
- F. In the event a Bus Operator believes a specific run assignment has inadequate recovery time on a consistent basis, a Schedule Adherence Form may be submitted to the Transportation Director, or designee, indicating the specific trip, day and time to be reviewed. After review by the Transportation Department, the Bus Operator will be informed of the findings of the review. In the event the findings are valid, adjustments to the run assignment will be made no later than two (2) shakeup periods from the period of review.
- G. Circumstances beyond the control of management (e.g., traffic accidents, incidents, road construction, start of school semester, detours, special events, railroad crossing delays, inclement weather delays, Bus Operator behavior, etc.) will not be considered as valid circumstances for schedule changes.

#### **SECTION 6. TRANSIT LABOR/MANAGEMENT MEETINGS AND RE-OPENER**

- A. Labor Management meetings in the Transportation Department shall be held each quarter, unless otherwise scheduled by the parties.
- B. The following issues if not already resolved through Labor Management meetings with the Transportation Department, shall be addressed through meet and confer at the reopeners set forth in this MOU, Article 8, Section 12.
  - 1) Bid for open runs due to vacancy from promotions or employment separations;
  - 2) Calculation of average work day for part-time Bus Operators;
  - 3) Shift Bid for Part-Timers; scheduling of part-time and relief drivers to cover mandatory overtime at the end of a regular bus run;
  - 4) Seventy-two (72) hours advance notice of mandatory meetings;
  - 5) Timely response to time off requests (72 hours, except for medical emergency, sick leave, and FMLA/CFRA use;
  - 6) In House Promotional for part-time to full time; reinstatement of the Safety Committee;
  - 7) Security on bus routes;
  - 8) New and/or modified position classifications.
  - 9) Other issues as they develop over the term of this MOU and introduced by GMEA or the CITY.

#### **SECTION 7. RELIEF BUS OPERATOR**

- A. Relief Bus Operators hired at training salary shall not be eligible to test for full-time Bus Operator until they have satisfactory service for a period of two (2) years from appointment to Step 1. Relief Bus Operators who, at the time of hire have a Class B license, will be placed on a Step appropriate with their experience and shall be eligible for testing for full-time Bus Operator immediately following their appointment.
- B. The Relief Bus Operator position is not intended to supplant the position of full-time Bus Operator.
  - 1) As of July 1, 2015, the percentage of regular schedule runs filled by full-time Bus Operators is sixty percent (60%).

- 2) At each future shake-up, the CITY shall provide documentation to GMEA that full-time Bus Operators assignments represent at least sixty percent (60%) of all combined full-time, part-time, and Relief Bus Operator assignments.

## **ARTICLE 7. PART-TIME EMPLOYEES AND APPRENTICESHIP PROGRAM**

The terms and conditions set forth in Article 7 specifically apply to part-time employees. Any provisions not specifically set forth in this Article may be applicable to part-time employees subject to any restrictions and/or limitations as provided in the MOU.

### **SECTION 1. PART-TIME EMPLOYEE DEFINED**

- A. Any employee who is not guaranteed scheduled work hours of eighty (80) hours per pay period is considered a part-time employee and shall receive benefits as described in this Article.
- B. Student Workers and Student Interns constitute a unique classification and shall earn NO Sick Leave and or Vacation credit or other fringe benefits.
- C. Part-time employees shall be hired, scheduled for work and terminated at-will based on the work needs of the Department.

### **SECTION 2. PART-TIME EMPLOYEE ADVANCEMENT IN PAY RATE**

- A. Each part-time employee as defined in this MOU shall be entitled to receive and shall be paid at the applicable rate or rates of compensation as prescribed for the class in which his/her position is designated in the current Classification and Compensation Plan.
- B. Advancement of part-time employees from the minimum to the maximum rate of compensation for the respective job classification shall be based on attaining minimum time in service as listed below:
  - 1) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each position within the classification plan.
  - 2) Step 2, upon satisfactory completion of six (6) months of service at Step 1 within the classification.
  - 3) Step 3, upon satisfactory completion of twelve (12) months of service at Step 2 within the classification.
  - 4) Step 4, upon satisfactory completion of twelve (12) months of service at Step 3 within the classification.
  - 5) Step 5 upon satisfactory completion of twelve (12) months of service at Step 4 within the classification.
  - 6) Step 6 upon satisfactory completion of twelve (12) months of service at Step 5 within the classification.
- C. Seasonal employees shall be considered for rehire at a Step based on total hours of previous service to the City.

### **SECTION 3. PART-TIME EMPLOYEE OVERTIME**

- A. All time worked by a part-time employee in excess of forty (40) hours in a defined workweek shall be compensated at the rate of time-and-one-half (1½) the employee's regular rate of pay.
- B. Part-Time Bus Operators, Relief Bus Operators and Trainees

- 1) Current part-time Bus Operators will maintain the current overtime pay practice of receiving the rate of time-and-one-half (1½) the employee's regular rate of pay for all work performed in excess of eight (8) hours per day or forty (40) hours per week with the exception of spread time or incidental overtime.
- 2) All part-time Bus Operators, Relief Bus Operators and Trainees hired on or after January 1, 2020 shall not receive daily overtime and shall only be paid overtime for all hours worked in excess of forty (40) hours in a defined workweek.
- 3) In exchange for the overtime exception for current part-time Bus Operators, Relief Bus Operators and Trainees, the City and GMEA agree that if operationally and fiscally feasible, the City will make all efforts to appoint up to three (3) part-time Bus Operators to full-time each calendar year of this MOU.

#### **SECTION 4. HOLIDAY PAY**

- A. Part-time employees, other than seasonal, scheduled to work on a City observed holiday shall be paid the rate of time-and-one-half (1½) the employee's base rate of pay for all time actually worked on the holiday.

#### **SECTION 5. PART-TIME EMPLOYEE BILINGUAL PAY**

- A. Part-time employees, who provide or are available to provide bilingual assistance, may be eligible to receive Bilingual Bonus Pay. To qualify, a part-time employee must work a minimum of forty (40) hours within a pay period.
- B. Bilingual Bonus Pay shall be in the amount of eleven-dollars and fifty-five cents (\$11.55) for each pay period in which the employee qualifies for the bonus. Part-time employees must qualify and remain eligible for Bilingual Bonus Pay by following the same testing and certification procedures as full-time employees.

#### **SECTION 6. PART-TIME EMPLOYEE BENEFITS**

##### **A. SICK LEAVE AND VACATION LEAVE**

- 1) **Sick Leave Accruals:** Part-time employees shall be credited with twenty-four (24) hours of sick leave upon date of hire and every twelve (12) months thereafter. Sick leave credited on an annual basis shall be forfeited at the end of each year and shall not be subject to cash out. Upon six (6) months after the annual credit of sick leave, part-time employees shall accrue four (4) hours sick leave per month if the total hours actually worked is at least sixty (60) hours for each pay period in the month.
- 2) **Vacation Accruals:** Part-time employees shall accrue four (4) hours vacation leave per month if the total hours actually worked is at least sixty (60) hours for each pay period in the month.
- 3) With the exception of crediting sick leave on the date of hire, employees credited with less than sixty hours (60) per pay period shall earn NO Vacation and/or Sick Leave credit for such period.

##### **B. RETIREMENT BENEFITS**

- 1) Part-time employees represented by GMEA shall be enrolled in the Public Agency Retirement System (PARS) upon date of hire unless the employee was previously enrolled in the California Public Employees' Retirement System (CalPERS). Employee contributions to PARS shall be paid through payroll deduction and the contribution rate shall be set by PARS. Upon completing one-thousand (1,000) work hours, the employee will be enrolled in CalPERS at the appropriate tier and subject to the contribution provisions set forth in Article 4, Section 2 of this MOU.

**C. HEALTH INSURANCE BENEFITS**

- 1) The City shall provide a comprehensive health benefit plan at cost to the employee upon eligibility. A part-time employee becomes eligible for health insurance if the employee worked an average of thirty (30) hours or more per week over the last twelve (12) months of service.

**D. EXEMPTIONS FROM OTHER BENEFITS**

- 1) Part-time employees shall be exempted from all other benefits provided by the CITY except as specifically stated in this section or required by law.

**SECTION 7. APPRENTICESHIP PROGRAM FOR MECHANICS**

- A. GMEA and the CITY have jointly agreed to establish an internship program for Transit Mechanics and Equipment Mechanics in order to train and qualify mechanics for future full-time employment.
- B. The qualifications and procedures for the Apprenticeship Program have been mutually agreed upon by GMEA and the CITY. Should the CITY desire to amend the program as initially designed and agreed to, the CITY shall meet and confer with GMEA prior to implementing any changes.
- C. Individuals classified as an "apprentice" shall be paid in accordance with Steps 1-3 of salary schedule 39 unless amended hereafter by the City.

**ARTICLE 8. MISCELLANEOUS**

**SECTION 1. MINIMUM QUALIFICATIONS: CLASS A OR B COMMERCIAL DRIVER'S LICENSE**

- A. City employees who are required to maintain a Class A or Class B Commercial Driver's License as part of the minimum qualifications of their classification will have ninety (90) calendar days to renew their license from the date of expiration. Failure to renew within the ninety (90) day period will result in employment separation. If an employee cannot renew their license due to a serious medical condition, the City will toll the ninety (90) day period until all protected leave and reasonable accommodation process have been exhausted.

**SECTION 2. PENDING POST-ACCIDENT DRUG TEST RESULTS**

- A. Employees who are required to submit to a drug and alcohol test following a preventable or non-preventable accident shall be compensated for their scheduled work hours, or the average workday of a part-time Bus Operator, during such time that test results are pending a final disposition. This provision shall be applicable to post-accident testing under either the authority of the Federal Transportation Agency (FTA), Federal Motor Carrier Safety Administration (FMCSA), or the City's Anti-Drug and Alcohol Abuse Policy.

**SECTION 3. TIME-OFF FOR GMEA REPRESENTATIVES**

- A. The following activities shall be considered Association activities and shall be subject to the release time provisions set forth below: investigating potential or existing grievances, or otherwise enforcing a collective bargaining agreement or memorandum of understanding; meeting and conferring with representatives of the public employer on matters within the scope of representation; testifying or appearing as the designated representative of the exclusive representative in conferences, hearings or other proceedings before the Public Employment Relations Board or civil court in matters relating to a charge filed by the exclusive representative against the public employer or by the public employer against the exclusive representative; testifying or appearing as the designated representative of the exclusive representative in matters before the governing body of the public employer or an arbitrator or hearing officer; and serving as a representative of the exclusive representative for new employee orientation.

- B. GMEA shall annually provide to the Human Resources Officer in writing a list of GMEA officers and stewards and shall as necessary notify the Human Resources Officer of any changes therein. GMEA representatives shall be given reasonable time off with no loss of pay when attending Association activities, as determined by the Human Resources Officer, and as defined above. When meetings regarding employee representation matters are held during the GMEA representative's scheduled work hours, release time will be provided for the representative. If such, meetings, as described above, are held during the bargaining unit representatives work hours, the representative shall be compensated for the time spent at the meeting with no loss of pay. Meetings held at times outside of the representative's regular work shift or outside of his/her scheduled split work shift are not compensable. However, if an association meeting is scheduled during a regular split shift of a GMEA Board member, the additional for the split will still be paid.
- C. Release time from regular work duties for GMEA business shall be pre-approved by the employee's supervisor and whenever possible shall be requested by the employee at least forty-eight (48) hours in advance so as to allow the department to make any necessary adjustments for work coverage. The CITY shall not unreasonably withhold such release time, and GMEA and its representatives shall make every effort to schedule regular meetings and all GMEA business at a time and place that is least disruptive to CITY operations. Employees who do not receive pre-approval by the employee's supervisor to attend to association business during scheduled work hours shall not be compensated for such time. Furthermore, employees who do not return to work at the end of each authorized release time shall not be compensated for the additional time off.
- D. With the prior consent of the employee's supervisor, duly authorized representatives of GMEA shall have the right to contact employees at work, with respect to interpretation or application of this MOU, the Gardena Municipal Code, Personnel Rules and Regulations, or the Salary and Compensation Plan, it being understood and agreed that such contacts shall be limited to grievance handling and shall not include solicitation of GMEA membership, collection of dues, or conduct of GMEA business. It is further agreed that such contact shall not interfere with work in progress or in any way disrupt normal city operations.
- E. The CITY shall make available at least one time per month a meeting room with telephone for the use of the GMEA representatives for the purpose of maintaining liaison with its membership.
- F. GMEA shall notify the Human Resources Officer in writing at least fourteen (14) days in advance of the scheduled meeting date, time and location for the conduct of regular GMEA business. The Human Resources Officer shall then notify department heads of the time and location of such meeting so that employees may be released from normal work assignments to attend said meeting.

#### **SECTION 4. COMMUNICATIONS FOR GMEA BUSINESS**

The CITY will establish a computer use policy that will allow the appropriate use of the e-mail system for GMEA business communication, similar to telephone and mail systems. The CITY and GMEA agree to meet and confer to discuss any changes to said policy.

#### **SECTION 5. LABOR-MANAGEMENT MEETINGS**

The CITY and GMEA agree to a Labor-Management meeting process to discuss any and all issues confronting either side. Either party may request such meeting. The involved department head and/or other pertinent management personnel will attend such meetings along with the GMEA Board or its designated representative.

#### **SECTION 6. CITY RIGHTS**

- A. Except to the extent expressly abridged by a specific provision of this MOU, the City's Personnel Rules and Regulations, the Classification and Compensation Plan, and the Gardena Municipal



Code, and other applicable legislation, the CITY reserves and retains, solely and exclusively, all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous MOU or agreement with GMEA or any other union or association.

- B. Without limiting the generality of the foregoing, the sole and exclusive rights of the CITY which are not abridged by this MOU include, but are not confined to, the right to determine the mission of its constituent departments, commissions, and boards; set standards of service; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; contract out any such operations, services, or work; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.
- C. The CITY has the legal obligation to insure the health, welfare and safety of its citizens, which necessitates the prompt and uninterrupted continuation of its functions. Thus, city officials have the right to exercise the administrative initiative necessary to carry out these responsibilities

#### **SECTION 7. FINANCIAL IMPACT**

In recognition of mutual benefit and interest, the CITY and GMEA agree to meet and confer if any condition arises that substantially impacts the City's continued financial stability and to work together to ensure the continuous delivery of quality public services while protecting employee salaries and benefits to the highest degree possible.

#### **SECTION 8. NON-DISCRIMINATION**

No employee shall be discriminated against for exercising his or her rights as enumerated in this MOU, the City's Personnel Rules and Regulations, or other applicable policies, rules and regulations.

#### **SECTION 9. NO STRIKE - NO LOCKOUT**

- A. GMEA agrees that there will be no strike, stoppage, slowdown, "sick-in," sit down, refusal to perform work, or other interference with operations, nor any picketing or refusal to enter upon the City's premises, on any account, or in connection with any grievance or dispute and the CITY agrees that it will engage in no lockouts during the term of this MOU.
- B. The foregoing undertaking of GMEA is binding upon its officers, agents, stewards, committee members, and other representatives, who are obligated not to cause or condone any of the prohibited activity and who are obligated to take affirmative steps to prevent or halt any such activity on the part of any employee. Failure of any such representative who is an employee to carry out his obligation shall subject him to dismissal or other disciplinary action on that account. Participation by any other employee in any of the prohibited activity will be just cause for dismissal or other disciplinary action.

#### **SECTION 10. CONFLICT OF MOU AND RESOLUTION**

- A. It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies, practices and benefits, generally contained in the City's Personnel Rules and Regulations, which will continue in effect, except as modified herein with respect to the employees covered by this MOU.

- B. In the event of proposed changes to the City's Personnel Rules and Regulations, GMEA shall be advised, for the purpose of enabling the CITY and GMEA to meet and confer as soon as possible with respect to any such proposed changes. The CITY shall afford GMEA's views due consideration but shall not be obligated to conform to such views in effecting such changes.

#### **SECTION 11. VALIDITY OF MOU**

- A. Should any portion of this MOU or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such portion of this MOU shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- B. The parties hereto mutually agree, during the term of this MOU, not to seek to meet and confer for the purpose of modifying any provision contained in this MOU unless the parties mutually agree in writing to do so. Should the parties agree to meet and confer during the term of this MOU, neither party shall be obliged to add to, subtract from, or otherwise modify the terms herein, but if it is the desire of both parties to institute such changes, such changes shall not be precluded by this or any other provision of this MOU.
- C. Nothing contained in this MOU shall be interpreted to preclude the parties from meeting and conferring during the term hereof with respect to the interpretation and/or application of the provisions of this MOU, the City's Personnel Rules and Regulations, Classification and Compensation Plan or the provisions of the Gardena Municipal Code which deal with personnel matters, insofar as these documents affect the members of GMEA.

#### **SECTION 12. TERM OF MOU AND RE-OPENERS**

- A. The term of this MOU shall be for the period of January 1, 2020 to December 31, 2022.
- B. During this term, the CITY and GMEA will meet and confer in July 2020 to negotiate classification equity adjustments, certification pay and performance evaluation forms.

#### **SECTION 13. OTHER ITEMS**

- A. Other issues within the scope of bargaining, including, but not limited to, determination of appropriate survey cities, merit increases and incentive options, leave schedules, salary surveys, retirement options and other benefits shall be negotiated separate from the terms of this MOU.
- B. Should the parties subsequently agree to additional language changes on any matter that will further future negotiations, such language shall be adopted as an addendum to the ratified MOU and incorporated into the MOU at the appropriate time.
- C. Such addendum shall be subject to ratification of GMEA members and the approval of the City Council of the City of Gardena and shall be implemented upon such approval.

#### **SECTION 14. BINDING UPON SUCCESSORS**

- A. This MOU shall be binding upon any other employee organization or union that, during the term of this MOU, succeeds GMEA as the recognized employee organization to represent the employees covered by this MOU.

**ARTICLE 9. IMPLEMENTATION**

**SECTION 1. ADOPTION OF RESOLUTION**

Following approval of this MOU by the City Council, its terms and conditions shall be implemented by appropriate resolution or other lawful action.

**RESTATED AND EXECUTED by and between the parties on the 14th day of April 2020 , at Gardena, California.**

**CITY OF GARDENA**

By: \_\_\_\_\_  
TASHA CERDA, Mayor

**GARDENA MUNICIPAL  
EMPLOYEES ASSOCIATION**

By: \_\_\_\_\_  
FRED G. QUIEL, GMEA Business Representative

By: \_\_\_\_\_  
Cammie Le, GMEA President

**ATTESTED:**

By: \_\_\_\_\_  
MINA SEMENZA, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

**EXHIBIT "A"**

**SENIOR PAY BONUS - MONTHLY RATES**

	* 5 - 9 *	* 10 - 14 *	* 15 - 19 *	* 20 - 24 *	* 25 - 29 *	* 30-34 *	* 35-39 *	* 40+*
A	65.00	145.00	245.00	345.00	445.00	545.00	645.00	745.00
B	67.00	147.00	247.00	347.00	447.00	547.00	647.00	747.00
C	69.00	149.00	249.00	349.00	449.00	549.00	649.00	749.00
D	71.00	151.00	251.00	351.00	451.00	551.00	651.00	751.00
E	73.00	153.00	253.00	353.00	453.00	553.00	653.00	753.00
F	75.00	155.00	255.00	355.00	455.00	555.00	655.00	755.00
G	77.00	157.00	257.00	357.00	457.00	557.00	657.00	757.00
H	79.00	159.00	259.00	359.00	459.00	559.00	659.00	759.00
I	81.00	161.00	261.00	361.00	461.00	561.00	661.00	761.00
J	83.00	163.00	263.00	363.00	463.00	563.00	663.00	763.00
K	85.00	165.00	265.00	365.00	465.00	565.00	665.00	765.00
L	87.00	167.00	267.00	367.00	467.00	567.00	667.00	767.00
M	89.00	169.00	269.00	369.00	469.00	569.00	669.00	769.00
N	91.00	171.00	271.00	371.00	471.00	571.00	671.00	771.00
O	93.00	173.00	273.00	373.00	473.00	573.00	673.00	773.00
P	95.00	175.00	275.00	375.00	475.00	575.00	675.00	775.00
Q	97.00	177.00	277.00	377.00	477.00	577.00	677.00	777.00
R	101.00	201.00	301.00	401.00	501.00	601.00	701.00	801.00
S	103.00	203.00	303.00	403.00	503.00	603.00	703.00	803.00
T	106.00	206.00	306.00	436.00	536.00	636.00	736.00	836.00
U	108.00	223.00	338.00	458.00	578.00	703.00	803.00	903.00
V	110.00	225.00	340.00	460.00	580.00	705.00	805.00	905.00
W	112.00	227.00	342.00	462.00	582.00	707.00	807.00	907.00
X	114.00	234.00	354.00	474.00	594.00	719.00	819.00	919.00
Y	116.00	236.00	356.00	476.00	596.00	721.00	821.00	921.00
Z	118.00	238.00	358.00	538.00	620.00	722.00	822.00	922.00



**City of Gardena**  
**City Council Meeting**

**AGENDA REPORT SUMMARY**

Agenda Item No. 8. C. (5)

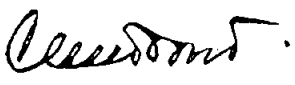
Department: ELECTED and  
ADMINISTRATIVE  
OFFICES

Meeting Date: 04/14/2020

Resolution No. 6446

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6446, ADOPT RESOLUTION RATIFYING REGULATION NO. 1  
ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES TO  
CLOSE ALL CITY PARKS PURSUANT TO PROCLAMATION DECLARING THE  
EXISTENCE OF A LOCAL EMERGENCY

<b><u>COUNCIL ACTION REQUIRED:</u></b> <ul style="list-style-type: none"><li>• Adopt Resolution No. 6446</li></ul>	<b><u>Action Taken</u></b>
<b><u>STAFF SUMMARY:</u></b> <p>On March 16, 2020 the City Manager, as the City's Director of Emergency Services, declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060. The City Council ratified that Proclamation by Resolution No. 2020-6441 on March 19, 2020.</p> <p>As a result of the COVID-19 public health emergency and the stay at home orders, as well as the suspension of all area schools, the parks and open spaces of the City have become crowded with residents to the point that required social distancing of at least six feet is not being observed.</p> <p>The Director of Emergency Services has determined that it was necessary to issue a Regulation pursuant to the declared state of emergency to close all city parks and open spaces which include parking lots, grass areas, walking trails, picnic shelters, exercise equipment and sports courts, due to the need to maintain social distancing and to ensure the effectiveness of the Governor's order that all non-essential workers stay home to reduce the spread of COVID-19.</p> <p>Staff respectfully recommends that the City Council adopt Resolution No. 6446, ratifying the Regulation issued by the Director of Emergency Services closing the City's parks and open spaces during the existence of the local emergency.</p>	
<b><u>FISCAL IMPACT:</u></b> <p>The primary costs that would be incurred by the City are for enforcement of the Regulation and the cost of making signs for posting at all parks to ensure enforceability of the Regulation. Current City costs are being covered by existing department appropriations but will be tracked separately in the City's Disaster Fund. Staff will pursue federal and State reimbursement for all City costs incurred.</p>	
<b><u>ATTACHMENT:</u></b> <p>1) Resolution No. 6446 – Ratifying Regulation No. 1 to Close All City Parks.</p>	
Submitted by:  , Clint Osorio, City Manager Date: 4/09/2020	

**RESOLUTION NO. 6446**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,  
RATIFYING REGULATION NO. 1 ISSUED BY THE CITY MANAGER AS DIRECTOR  
OF EMERGENCY SERVICES TO CLOSE ALL CITY PARKS PURSUANT TO  
PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE  
AS FOLLOWS:

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550, et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting

the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, On March 16, 2020, the Los Angeles County Health Officer issued an order, to prohibit all indoor and outdoor, public and private events and gatherings within a confined space, to require social distancing measures and temporary closure of certain businesses; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, on March 19, 2020, the County of Los Angeles Department of Public Health issued the Safer at Home Order for Control of COVID-19 to further restrict and limit the gathering of persons in an effort to slow the spread of COVID-19 within the greater Los Angeles community; and

WHEREAS, on March 19, 2020, the Governor of California issued Executive Order No. N-33-20 that required all citizens, except for essential workers, to stay home with limited exceptions allowed to obtain essential services; and

WHEREAS, on March 19, 2020 the City Council pursuant to Resolution No. 2020-6441 did ratify the Proclamation declaring the existence of a local emergency; and

WHEREAS, the Centers for Disease Control and Prevention and the California Department of Health have all issued recommendations including but not limited to social distancing, staying home if sick, cancelling or postponing large group events, working from home, and other precautions to protect public health and transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the stay at home order, as well as the suspension of all area schools, the parks and open spaces of the City have become crowded with residents to the point that required social distancing of at least six feet is not being observed; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary close contact; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Director of Emergency Services, on April 9, 2020, issued Regulation No. 1 immediately closing all City Parks and Open Spaces except for essential city personnel; A true and correct copy of the City Manager's Proclamation is attached hereto and incorporated herein by this reference as Attachment "A"; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to ratify the Director of Emergency Service's regulation closing all city parks and open spaces related to protection of life and property.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Manager's Regulation No. 1 issued on April 9, 2020 closing all City Parks and Open Spaces, which include parking lots, grass areas, walking trails, picnic shelters, playground and exercise equipment, and sports courts, except for the City's essential workers, pursuant to the Proclamation of Local Emergency dated March 16, 2020 as ratified on March 19, 2020, is hereby ratified.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.



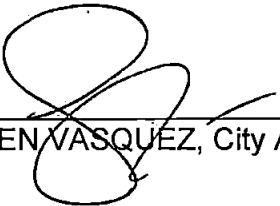
Passed, approved, and adopted this 14<sup>th</sup> day of April 2020.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CARMEN VASQUEZ, City Attorney

# ATTACHMENT A



**OFFICE of the CITY MANAGER**

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

April 09, 2020  
REF. 2020.093

**CITY OF GARDENA REGULATION NO 1 PURSUANT TO  
PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

**GARDENA REGULATION NO. 1 ISSUED PURSUANT TO A PROCLAMATION BY THE CITY MANAGER OF THE CITY OF GARDENA, CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES, DECLARING THE IMMEDIATE CLOSURE OF ALL CITY PARKS AND OPEN SPACES EXCEPT FOR ESSENTIAL CITY PERSONNEL**

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, Gardena Municipal Code Chapter 2.56.060(A)(6)(a) empowers the City Manager as Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020,

*TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember  
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney*

the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, On March 16, 2020, the Los Angeles County Health Officer issued an order, to prohibit all indoor and outdoor, public and private events and gatherings within a confined space, to require social distancing measures and temporary closure of certain businesses; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, on March 19, 2020, the County of Los Angeles Department of Public Health issued the Safer at Home Order for Control of COVID-19 to further restrict and limit the gathering of persons in an effort to slow the spread of COVID-19 within the greater Los Angeles community; and

WHEREAS, on March 19, 2020, the Governor of California issued Executive Order No. N-33-20 that required all citizens, except for essential workers, to stay home with limited exceptions allowed to obtain essential services; and

WHEREAS, on March 19, 2020 the City Council pursuant to Resolution No. 2020-6441 did ratify the Proclamation declaring the existence of a local emergency; and

WHEREAS, the Centers for Disease Control and Prevention and the California Department of Health have all issued recommendations including but not limited to social distancing, staying home if sick, cancelling or postponing large group events, working from home, and other precautions to protect public health and transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the stay at home order, as well as the suspension of all area schools, the parks and open spaces of the City have become crowded with residents to the point that required social distancing of at least six feet is not being observed; and

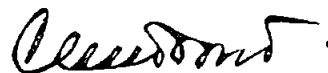
WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary close contact.

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to issue this Regulation No. 1 pursuant to the emergency proclamation related to protection of life and property.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena acting as the Director of Emergency Services as follows:

- A. All City Parks and Open Spaces are hereby closed, which include parking lots, grass areas, walking trails, picnic shelters, exercise equipment and sports courts, except for essential city personnel.
- B. Violation of this Regulation shall be punishable as set forth in Gardena Municipal Code Chapter 2.56.100.

**PROCLAIMED this 9th day of April, 2020.**



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Clint Osorio,  
City Manager/Director of Emergency  
Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF GARDENA REGULATION NO. 1 PURSUANT TO PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY FOR THE CITY OF GARDENA, CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES) ON THE 6<sup>TH</sup> DAY OF APRIL 2020.

ATTEST:

Becky Romero

for MINA SEMENZA, City Clerk

**CITY COUNCIL MEETING  
AGENDA STAFF REPORT**

Agenda Item No.	8. C. (6)
Department:	Elected & Administrative Offices
Meeting Date:	April 14, 2020
Resolution:	6447

**AGENDA TITLES:**      **RESOLUTION NO. 6447, ADOPT RESOLUTION RATIFYING REGULATION NO. 2 ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES TO MANDATE THAT THE GENERAL PUBLIC WEAR FACEMASKS WHEN GOING OUT FOR ESSENTIAL TASKS IN THE CITY OF GARDENA PURSUANT TO PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

**RECOMMENDATION:**

Staff respectfully recommends that the City Council take the following actions:

1. Adopt Resolution No. 6447

**BACKGROUND/ ANALYSIS**

Since the onset of the COVID-19 pandemic within the United States, the CDC's position on facemasks is that they were only necessary when an individual is exhibiting signs of sickness or when caring for someone who is sick (and the infected is not able to wear a facemask).

Reputable news outlets report that the CDC is currently in close communication with both the Department of Health and Human Services and the White House Coronavirus Task Force. The CDC is recommending the consideration of masks as an additional measure to slow the pandemic partly due to the alarmingly high level of symptom-free cases that are being discovered. Additionally, Riverside County released a public health recommendation on March 31, 2020 advising that residents should cover their nose and mouth when leaving home for all essential business and travel outside of their homes.

On April 10, 2020, the Director of Emergency Services (City Manager) issued the order which the City Council is asked to ratify by this resolution.

Resolution 6447, mandates as follows:

Section One: Each resident of, or visitor within, the geographic boundaries of the City of Gardena shall, upon either entering the geographic boundaries of the City or upon leaving their domicile or place of residence and continuing until their return to the place of domicile or residence or the exiting the geographic boundaries of the City must wear a face mask or covering which shall be of sufficient size to cover the nose and mouth of the wearer. Such face coverings need not be medical-grade masks or N95 respirators, but can be fabric coverings, such as scarves and bandanas. All reusable face coverings must be washed frequently (at least once a day). Single-use face coverings must be properly discarded into trash receptacles.

Section Two: All passengers of GTrans must wear face mask or coverings which shall be of sufficient size to cover the nose and mouth of the wearer prior to boarding any GTrans bus. Such face coverings need not be medical-grade masks or N95 respirators, but can be fabric coverings, such as scarves and bandanas. All reusable face coverings must be washed frequently (at least once a day). Single-use face coverings must be properly discarded into trash receptacles. Passengers not wearing a face covering will not be allowed to board the bus.

Section Three: All workers at grocery stores; supermarkets; convenience stores; water retailers; pharmacies; hardware, building and cleaning supply stores; nurseries; laundromats; dry cleaners; pet supply stores; automobile supply stores; car and motorcycle dealerships; automobile service and repair shops; bicycle sales and repair stores; hotels and motels; rental car businesses; restaurants and retail food and beverage facilities that prepare and offer food to customers via delivery service, drive-thru or pick-up to-go orders must wear face coverings over their noses and mouths while performing their work. Such face coverings need not be medical-grade masks or N95 respirators, but can be fabric coverings, such as scarves and bandanas. All reusable face coverings must be washed frequently (at least once a day). Single-use face coverings must be properly discarded into trash receptacles.

Section Four: All workers who perform, while in the company of others, delivery services; social services; handyman services; moving services; HVAC repair and installation services; plumbing and sewer services; electrical services; pest control; custodial/janitorial services; carpentry and construction services; day laborer services; demolition services; landscaping services; gardening; property management, real estate, and leasing services; private security; taxi, ride-share, and private transportation services; and mortician and funeral home services must wear face coverings over their noses and mouths while performing their work. Such face coverings need not be medical-grade masks or N95 respirators, but can be fabric coverings, such as scarves and bandanas. All reusable face coverings must be washed frequently (at least once a day). Single-use face coverings must be properly discarded into trash receptacles.

Section Five: All customers and visitors of the stores, businesses and services described in Sections 3 and 4 of the Order, must wear face coverings over their noses and mouths to provide additional protection for themselves and others while at the store or business or while receiving the service. At this time, the face coverings are not required to be medical-grade masks or N95 respirators. Fabric coverings, such as scarves and bandanas are acceptable. Reusable face coverings must be frequently washed (at least once a day). Single-use face coverings must be properly discarded into trash receptacles.

Section Six: A business owner or service provider described in Sections 3 and 4 of the Order may refuse admission or service to any individual who fails to wear face coverings as required by this Order.

Section Seven: This Order shall not apply to Children under the age of 2 (including infants) should not wear cloth face coverings. Those between the ages of 2 and 8 should use them but under adult supervision to ensure that the child can breathe safely and avoid choking or suffocation. Children with breathing problems should not wear a face covering.



Section Eight: Violation of this Regulation shall be punishable as set forth in Gardena Municipal Code Chapter 2.56.100 as misdemeanors pursuant to Government Code Section 8665.

Section Nine : This Order shall take effect at 12:01 a.m. on April 11, 2020 and shall remain in effect until local terminated by subsequent order of the Director of Emergency Services, terminated by resolution or other action of the City Council, or until the state of local emergency in the City concludes, whichever occurs earlier.

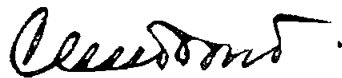
The City Council takes the current climate seriously and wants to ensure precautions are in place to protect the health and safety of its residents. Please note that in no way should this new practice be misconstrued to mean that safer at home measures aren't still in effect. This is a mandate that adds a new layer of protection to current safety protocols based upon updated reports that facemasks provide a crucial layer of protection to the healthy and may help reduce the possibility that infected individuals would unwittingly spread of the virus into the air.

#### **FISCAL REVIEW:**

Any expenditure utilized for facemasks will be processed for reimbursement through Federal, State and County funds.

#### **CONCLUSION**

Staff respectfully recommends that the City Council adopt Resolution 6447 ratifying the Additional Emergency Orders Issued By the City Manager of Gardena, as the Director of Emergency Services to Mandate That All Residents or Visitors Within the Geographical Boundaries of the City of Gardena Shall Not Leave Their Places of Domicile or Residence Without Wearing a Face Mask Or Covering.



Submitted by:

\_\_\_\_\_  
Clint D. Osorio, City Manager

Date: April 10, 2020

Attachments:

1. Resolution No. 6447-Additional Emergency Orders Issued By the City Manager of Gardena, as the Director of Emergency Services to Mandate That All Residents or Visitors Within the Geographical Boundaries of the City of Gardena Shall Not Leave Their Places of Domicile or Residence Without Wearing a Face Mask Or Covering

**RESOLUTION NO. 6447**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING ADDITIONAL EMERGENCY ORDERS ISSUED BY THE CITY MANAGER AS DIRECTOR OF EMERGENCY SERVICES TO MANDATE THAT ALL RESIDENTS OR VISITORS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF GARDENA SHALL NOT LEAVE THEIR PLACES OF DOMICILE OR RESIDENCE WITHOUT WEARING A FACE MASK OR COVERING PURSUANT TO PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550, et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, on March 19, 2020 the City Council pursuant to Resolution No. 2020-6441 did ratify the Proclamation declaring the existence of a local emergency; and

WHEREAS, the Governor, the State Public Health Officer, the Los Angeles County Emergency Services Director, the Los Angeles County Board of Supervisors, and the Los Angeles County Health Officer have promulgated and issued, and will reasonably continue to promulgate and issue, various orders, rules and regulations concerning the COVID-19 state of emergency that are applicable within the jurisdiction of the City of Gardena ("Orders"), pursuant to State and County law, including but not limited to the California Emergency Services Act (Gov. Code §§ 8550 *et seq.*) and the California Public Health & Safety Code §§ 101029, 120155, 120275, 120295; and

WHEREAS, in a short period of time, COVID-19 has rapidly spread throughout

California, the County of Los Angeles, and the City of Gardena, necessitating stringent public health emergency orders as well as guidance from federal, state and local authorities; and

WHEREAS, the COVID-19 pandemic continues to spread rapidly within California, the County of Los Angeles, and the City of Gardena, continues to present an immediate and significant risk to public health and safety, and can result in serious illness or death, especially to vulnerable populations, including the elderly and those with underlying health conditions; and

WHEREAS, heightened levels of public health and safety planning and preparedness have been necessitated in preparation for and response to confirmed cases of COVID-19 in the County of Los Angeles, and rapid response not lending itself to otherwise applicable notice and approval timelines has been and will be necessary to respond to the rapidly evolving pandemic and to mitigate against the spread of COVID-19 and its resulting public health and safety impacts; and

WHEREAS, in the absence of such actions, County wide health services may become overwhelmed and unable to keep up with medical demand for care and availability of hospital or care facility capacity; and

WHEREAS, the health, safety and welfare of City of Gardena ("City") residents, businesses, visitors and staff are of utmost importance to the City; and

WHEREAS, Government Code § 8634 provides in part: "During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice."; and

WHEREAS, Gardena Municipal Code Chapter 2.56.060(A)(6)(a) empowers the City Manager as Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, in the interest of public health and safety, as affected by the

emergency caused by the spread of COVID-19, the Director of Emergency Services, on April 10, 2020, issued an order to mandate the use of face masks or coverings by residents and those who visit the jurisdiction of the City of Gardena, and to make the same enforceable within the City jurisdiction; A true and correct copy of the City Manager's Order is attached hereto and incorporated herein by this reference as Attachment "A"; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:**

SECTION 1. The City Manager's Order issued on April 10, 2020, and entitled "Additional Emergency Orders Issued By the City Manager of Gardena, as the Director of Emergency Services to Mandate That All Residents or Visitors Within the Geographical Boundaries of the City of Gardena Shall Not Leave Their Places of Domicile or Residence Without Wearing a Face Mask Or Covering, pursuant to the Proclamation of Local Emergency" dated March 16, 2020 as ratified on March 19, 2020, is hereby ratified.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



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CARMEN VASQUEZ, City Attorney

# ATTACHMENT A



**OFFICE of the CITY MANAGER**

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

April 10, 2020  
REF. 2020.097

**ADDITIONAL EMERGENCY ORDERS ISSUED BY THE CITY MANAGER OF GARDENA, CALIFORNIA AS DIRECTOR OF EMERGENCY SERVICES TO MANDATE THAT ALL RESIDENTS OR VISITORS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE CITY OF GARDENA SHALL NOT LEAVE THEIR PLACES OF DOMICILE OR RESIDENCE WITHOUT WEARING A FACE MASK OR COVERING PURSUANT TO PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, on March 19, 2020 the City Council pursuant to Resolution No. 2020-6441 did ratify the Proclamation declaring the existence of a local emergency; and

WHEREAS, the Governor, the State Public Health Officer, the Los Angeles County Emergency Services Director, the Los Angeles County Board of Supervisors, and the Los Angeles County Health Officer have promulgated and issued, and will reasonably continue to promulgate and issue, various orders, rules and regulations concerning the COVID-19 state of emergency that are applicable within the jurisdiction of the City of Gardena ("Orders"), pursuant to State and County law, including but not limited to the California Emergency Services Act (Gov. Code §§ 8550 *et seq.*) and the California Public Health & Safety Code §§ 101029, 120155, 120275, 120295; and

WHEREAS, in a short period of time, COVID-19 has rapidly spread throughout California, the County of Los Angeles, and the City of Gardena, necessitating stringent public health emergency orders as well as guidance from federal, state and local authorities; and

WHEREAS, the COVID-19 pandemic continues to spread rapidly within California, the County of Los Angeles, and the City of Gardena, continues to present an immediate and significant risk to public health and safety, and can result in serious illness or death, especially to vulnerable populations, including the elderly and those with underlying health conditions; and

TASHA CERDA, Mayor / ART KASKANIAN, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / DAN MEDINA, Councilmember / RODNEY G. TANAKA, Councilmember  
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / CLINT OSORIO, City Manager / CARMEN VASQUEZ, City Attorney

WHEREAS, heightened levels of public health and safety planning and preparedness have been necessitated in preparation for and response to confirmed cases of COVID-19 in the County of Los Angeles, and rapid response not lending itself to otherwise applicable notice and approval timelines has been and will be necessary to respond to the rapidly evolving pandemic and to mitigate against the spread of COVID-19 and its resulting public health and safety impacts; and

WHEREAS, in the absence of such actions, County wide health services may become overwhelmed and unable to keep up with medical demand for care and availability of hospital or care facility capacity; and

WHEREAS, the health, safety and welfare of City of Gardena ("City") residents, businesses, visitors and staff are of utmost importance to the City; and

WHEREAS, Government Code § 8634 provides in part: "During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice." and

WHEREAS, Gardena Municipal Code Chapter 2.56.060(A)(6)(a) empowers the City Manager as Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary to issue this Order pursuant to the emergency proclamation related to protection of life and property.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena acting as the Director of Emergency Services as follows:

Section One: Each resident of, or visitor within, the geographic boundaries of the City of Gardena shall, upon either entering the geographic boundaries of the City or upon leaving their domicile or place of residence and continuing until their return to the place of domicile or residence or the exiting the geographic boundaries of the City must wear a face mask or covering which shall be of sufficient size to cover the nose and mouth of the wearer. Such face coverings need not be medical-grade masks or N95 respirators, but can be fabric



coverings, such as scarves and bandanas. All reusable face coverings must be washed frequently (at least once a day). Single-use face coverings must be properly discarded into trash receptacles.

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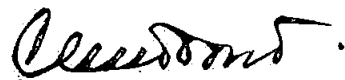
Section Six: A business owner or service provider described in Sections 3 and 4 of the Order may refuse admission or service to any individual who fails to wear face coverings as required by this Order.

Section Seven: This Order shall not apply to Children under the age of 2 (including infants) should not wear cloth face coverings. Those between the ages of 2 and 8 should use them but under adult supervision to ensure that the child can breathe safely and avoid choking or suffocation. Children with breathing problems should not wear a face covering.

Section Eight: Violation of this Regulation shall be punishable as set forth in Gardena Municipal Code Chapter 2.56.100 as misdemeanors pursuant to Government Code Section 8665.

Section Nine: This Order shall take effect at 12:01 a.m. on April 11, 2020 and shall remain in effect until local terminated by subsequent order of the Director of Emergency Services, terminated by resolution or other action of the City Council, or until the state of local emergency in the City concludes, whichever occurs earlier.

**PROCLAIMED this 10th day of April, 2020.**



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Clint Osorio,  
City Manager/Director of Emergency  
Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF GARDENA REGULATION NO. 1 PURSUANT TO PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY FOR THE CITY OF GARDENA, CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES) ON THE 6<sup>TH</sup> DAY OF APRIL 2020.

ATTEST:

Becky Romero  
for MINA SEMENZA, City Clerk



# City of Gardena

## City Council Meeting

Agenda Item No. 8. D. (1)

Department: GENERAL SERVICES

Meeting Date: APRIL 14, 2020

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AWARD CONTRACT TO KALBAN, INC., IN THE AMOUNT OF \$379,974 FOR:

A) PEDESTRIAN SAFETY IMPROVEMENT 2019/2020, VARIOUS LOCATIONS, JN 956; AND

B) SIDEWALK REPLACEMENT 2019/2020, VARIOUS LOCATIONS, JN 958; AND

APPROVE EXPENDITURES OF REMAINING PROJECT BUDGET, AS NEEDED

#### COUNCIL ACTION REQUIRED:

Award Contract and Approve Expenditures of Remaining Project Budget, as Needed

#### Action Taken

#### RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council:

1. Award construction contracts for
  - A. Pedestrian Safety Improvements 2019/2020, Various Locations, JN 956 and
  - B. Sidewalk Replacement 2019/2020, Various Locations, JN 958to Kalban, Inc., 26450 Ruether Avenue #201, Santa Clarita, CA 91350 in the amount of \$379,974.
2. Approve expenditures of remaining project budget, as needed.

The following bids were received on March 10, 2020:

- |                                                   |                               |
|---------------------------------------------------|-------------------------------|
| 1. Ruiz Concrete and Paving Inc., Long Beach, CA  | \$353,882.80 (Non-Responsive) |
| 2. Kalban, Inc., Santa Clarita, CA                | \$379,974.00                  |
| 3. Alfaro Comm. Construction, Inc., Compton, CA   | \$406,980.00                  |
| 4. CT&T Concrete and Paving Inc., Diamond Bar, CA | \$412,536.00                  |
| 5. Hardy and Harper, Inc., Lake Forest, CA        | \$908,508.00                  |

Five bids were received on March 10, 2020 for the project with Kalban, Inc., submitting the lowest responsible bid for \$379,974.00. Ruiz Concrete and Paving, Inc., submitted the apparent low bid at the bid opening. However, the bid was considered non-responsive due to suspended contractor's license, missing numerous required bid information and signatures.

The lowest responsive bidder, Kalban Inc., is a state licensed contractor with verified successful construction experience in this field. They will be required to meet all bonding and financial standards. This project will remove and replace approximately 14,000 S.F. of sidewalk, 1,000 L.F. of curb/gutter, and 63 street trees. Contractor has agreed to reduce work quantity in order to meet the construction budget.

Sufficient funds to complete this project were appropriated by the City Council in the 2019/2020 Capital Improvement Budget using Measure "R" Local and SB 821 Funds.

#### FINANCIAL IMPACT/COST:

Amount of Project Budget Expense: \$340,000 (Construction, Inspections and Engineering)

Funding Source: Measure "R" Funds and SB 821 Funds

Anticipated Revenue: \$300,000 (Measure "R") + \$40,000 (SB 821)

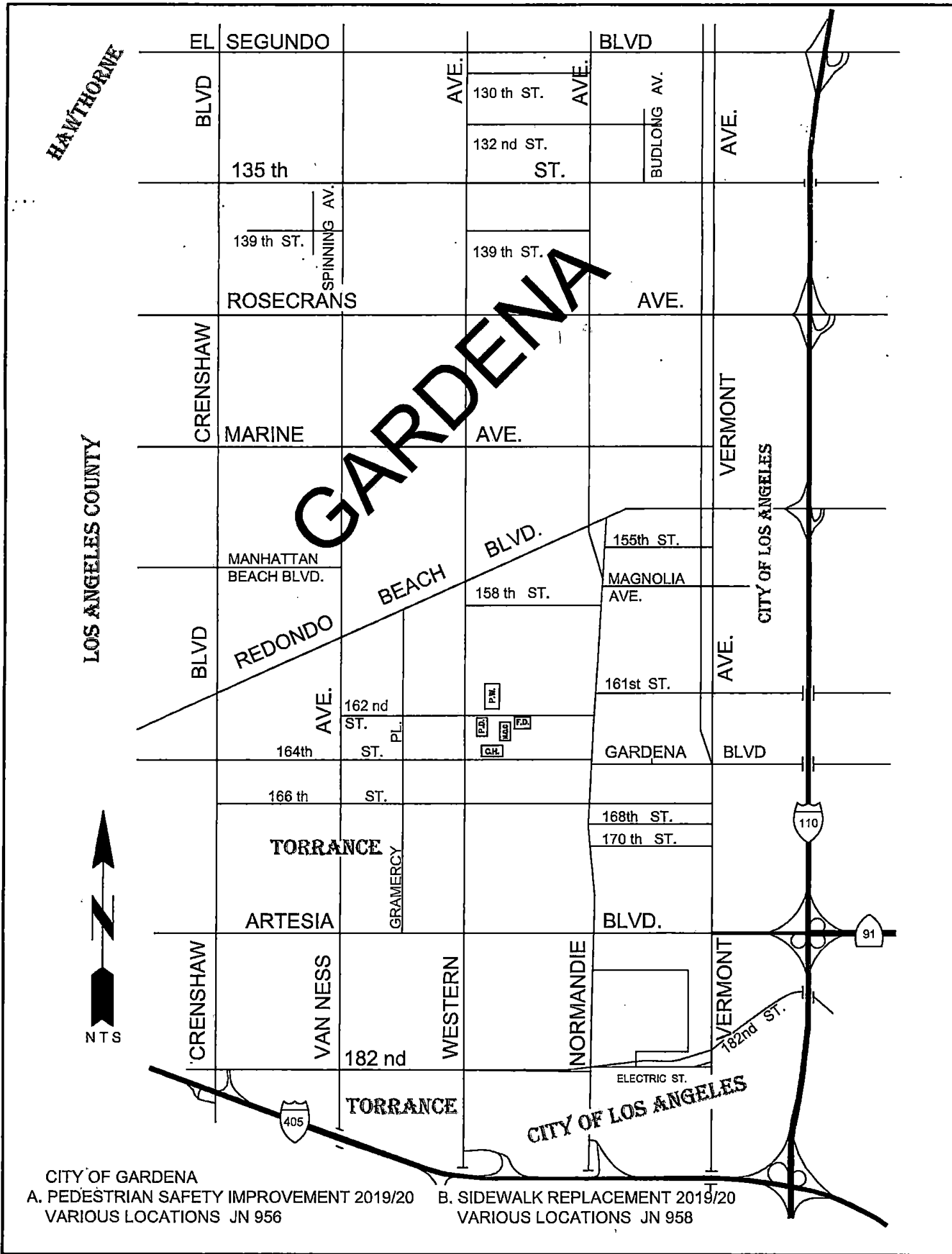
#### ATTACHMENTS: Project Location Map

Submitted by: Kevin Kwak, Kevin Kwak, Principal Civil Engineer

Date: 4/6/2020

Concurred by: Clint Osorio, Clint Osorio, City Manager

Date: \_\_\_\_\_



CITY OF GARDENA  
A. PEDESTRIAN SAFETY IMPROVEMENT 2019/20  
VARIOUS LOCATIONS JN 956

B. SIDEWALK REPLACEMENT 2019/20  
VARIOUS LOCATIONS JN 958



# City of Gardena City Council Meeting

Agenda Item No.: 8. F. (1)

Department: Recreation & Human Services

Meeting Date: April 14, 2020

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AUTHORIZATION TO PURCHASE FURNITURE AND OFFICE HARDWARE FOR THE HUMAN SERVICES BUILDING – FAMILY CHILD CARE OFFICES IN THE AMOUNT OF \$66,602.07 FROM D&R OFFICE WORKS, INC.

### COUNCIL ACTION REQUIRED:

Authorization to purchase furniture and office hardware for the Human Services Building – Family Child Care offices in the amount of \$66,602.07 from D&R Office Works, Inc.

### Action Taken

### STAFF SUMMARY AND RECOMMENDATION:

Staff respectfully recommends that the City Council authorize the Family Child Care Program to purchase furniture and office hardware from D&R Office Works, Inc. for a total cost of \$66,602.07, which includes sales tax, the design, delivery, and installation. The total cost will be covered using grant funds from the Family Child Care contract with the California Department of Education (CDE). Staff submitted the request to CDE and is waiting for approval prior to purchasing. Due to our stringent timeline the purchase request was brought to the City Council simultaneously.

The purpose of this proposal is to procure resources to reorganize personnel and provide a more efficient operation whereby improving communication and productivity. Using the existing building footprint, this reorganization recommended by staff will provide additional group meeting space and private office space, new furniture and cubicles, and an updated and enclosed reception area.

The existing furniture and cubicles in the Human Services building is dated, damaged, mismatched, and does not compliment the appearance of the facility. Additionally, enclosing the reception area will provide improved health and safety for the front desk staff. This new furniture and office hardware will enhance the Human Services Building and Family Child Care offices for many years to come.

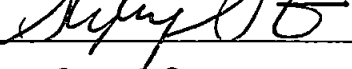
This purchase utilizes the National Cooperative Purchasing Alliance (NCPA), Contract Number 07-39, which enables the City to use a pre-negotiated government contract price.


### FINANCIAL IMPACT/COST:

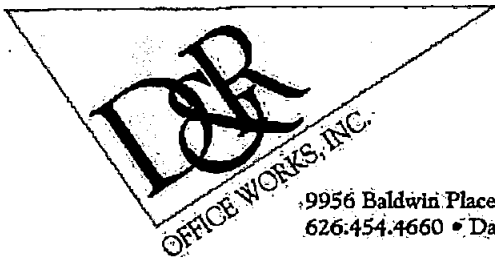
No impact to City general fund; Funding Source: Family Child Care contract with CDE - \$66,602.07

### ATTACHMENTS:

- 1) Quote with floor plans
- 2) Maxon Furniture, Inc. Special Agent Agreement Government Agency Sales
- 3) CDE Equipment Purchase Approval Request form (CDE approval pending)

Submitted by , Stephany Santin,  
Director of Recreation & Human Services Date 04/08/20

Concurred by , Clint Osorio, City Manager Date 04/08/20



# PROPOSAL

Date: 4/3/2020  
Valid Until: 3/30/2020  
Quote No.: 8297  
Sales Rep: KAREN BRAUN

9956 Baldwin Place, El Monte, CA 91731  
626.454.4660 • DandROfficeWorks.com

**BILL TO:** City of Gardena  
Stephany  
1670 West 162nd St  
Gardena CA 90247  
310-345-1195

**SHIP TO:** City of Gardena - Human Services Ground  
Nicola Howard  
1651 W. 162nd St  
Gardena CA 90247  
310-345-1195 cell

Item	Qty	Product	Unit	Extended
1	1	FINAL COLORS TO BE DETERMINED	\$0.00	\$0.00
2	12	925 1115-GT-A51-US Zoom - Guest Nesting, A51 Fixed Arms, Mesh Back w/ Upholstered Seat	\$215.00	\$2,580.00
3	3	925 1365-GT-A00-US Bella - MESH BACK, Four Leg Guest Chair w/Casters, Armless, Upholstered Seat	\$199.00	\$597.00
4	4	OSP 84225 60x24 Tables - Nesting Flip Top	\$240.00	\$960.00
5	6	HMUSED Pre-owned Herman Miller Black Task Chair (subject to availability)	\$99.00	\$594.00
6	9	MAX M-C1L Univ Cantilevered Worksurf Bracket LH	\$15.12	\$136.08
7	5	MAX M-C1R Univ Cantilevered Worksurf Bracket RH	\$15.12	\$75.60
8	5	MAX M-CTFB Countertop Flat Bracket	\$8.11	\$40.55
9	1	MAX M-DXLMP4014HP DeXTR 40"W x 14"H Lam Half Mod Panel Full Width	\$67.73	\$67.73
10	6	MAX M-ED1 Duplex Outlet Circuit #1	\$12.05	\$72.30
11	12	MAX M-ED2	\$12.05	\$144.60

Duplex Outlet Circuit #2					
12	10	MAX	M-EH36	\$62.90	\$629.00
Standard Double Block Duplex Harness 36W					
13	2	MAX	M-EPF2	\$76.27	\$152.54
Power In-Feed through Side Receptacle					
14	6	MAX	M-FB24	\$13.81	\$82.86
Worksurface Flat Bracket 24L Charcoal					
15	2	MAX	M-ICPSBX281524BBFMA	\$208.44	\$416.88
B/B/F SuppPed 28Hx24D RecessKP Mtl-A-Pull					
16	32	MAX	M-LC	\$8.77	\$280.64
Lock Core Kit					
17	1	MAX	M-LFWT1872E	\$176.22	\$176.22
Lateral File Worktop 18Dx72W Edgeband					
18	5	MAX	M-MDHO1536E	\$269.15	\$1,345.75
Max Desking FullHtch 15x36 Opn Lwr Bk StlPtd Dr					
19	1	MAX	M-MDHO1536E	\$269.15	\$269.15
Max Desking FullHtch 15x36 Opn LwrBk StlPtd Dr					
20	1	MAX	M-MDHO1548E	\$300.27	\$300.27
Max Desking FullHtch 15x48 Opn LwrStlPtd Dr					
21	3	MAX	M-MDHT1536	\$84.82	\$254.46
Maxon Desking H B and T 15H36W					
22	1	MAX	M-MDHT1536	\$84.82	\$84.82
Maxon Desking H B and T 15H36W					
23	1	MAX	M-MDHT1548	\$92.49	\$92.49
Maxon Desking H B and T 15H48W					
24	1	MAX	M-MK	\$5.70	\$5.70
Master Key					
25	7	MAX	M-PFXC-15HL	\$20.16	\$141.12
Prefix Variable Height Connector Kit 15H					
26	9	MAX	M-PFXC-50E	\$21.04	\$189.36



Prefix Panel End Covers 50H					
27	6	MAX	M-PFXC-50L	\$39.89	\$239.34
Prefix L Connector 50H					
28	6	MAX	M-PFXC-65E	\$23.23	\$139.38
Prefix Panel End Covers 65H					
29	2	MAX	M-PFXC-65L	\$45.37	\$90.74
Prefix L Connector 65H					
30	3	MAX	M-PFXC-65T	\$45.37	\$136.11
Prefix T Connector 65H					
31	1	MAX	M-PFXC-65X	\$45.37	\$45.37
Prefix X Connector 65H					
32	14	MAX	M-PFXC-S	\$2.63	\$36.82
Prefix Straight Connector Kit					
33	8	MAX	M-PFXH-5024FGP	\$196.82	\$1,574.56
Prefix Tackable Glass Panel 50H x 24W No TC					
34	12	MAX	M-PFXH-5036FGP	\$230.79	\$2,769.48
Prefix Tackable Glass Panel 50H x 36W No TC					
35	16	MAX	M-PFXM-6536FP	\$161.10	\$2,577.60
Prefix Tackable Panel 65H x 36W No TC					
36	8	MAX	M-PFXTC24	\$10.08	\$80.64
Prefix Panel Top Cap 24"W					
37	28	MAX	M-PFXTC36	\$16.44	\$460.32
Prefix Panel Top Cap 36"W					
38	1	MAX	M-PP30SQR	\$96.00	\$96.00
TABLE TOP Square TT 30"- No Power Caddy					
39	4	MAX	M-PPSC48	\$42.08	\$168.32
Prepare External Table Top Sup Chnl 36"					
40	1	MAX	M-PPX27FC	\$119.89	\$119.89
Prepare Medium Seated Height with Casters					
41	2	MAX	M-PXCT1548E	\$107.40	\$214.80

Straight Countertop 48Wx15D					
42	2	MAX	M-SC183640-R	\$449.97	\$899.94
Storage Cabinet, 36"Wx18"Dx40"H					
43	1	MAX	M-SL2428O	\$72.77	\$72.77
24"D x 28"H O-Leg Support					
44	3	MAX	M-SL3028O	\$75.18	\$225.54
30"D x 28"H O-Leg Support DISC 4/30/20					
45	1	MAX	M-SL3028O	\$75.18	\$75.18
30"D x 28"H O-Leg Support					
46	10	MAX	M-SYP20B-A	\$150.79	\$1,507.90
Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull					
47	9	MAX	M-SYP20F-A	\$150.79	\$1,357.11
Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull					
48	2	MAX	M-SYP20F-R	\$150.79	\$301.58
Sys & Desk Univ Pedestal 20Dx15Wx28H FF R-Pull					
49	1	MAX	M-ULRL243660	\$199.23	\$199.23
Univ LH L-Return WS 24 x 36 x 60					
50	6	MAX	M-ULRL243672	\$209.97	\$1,259.82
Univ LH L-Return WS 24 x 36 x 72					
51	4	MAX	M-ULRR243672	\$209.97	\$839.88
Univ RH L-Return WS 24 x 36 x 72					
52	1	MAX	M-URW2430	\$80.66	\$80.66
Univ Rec WS 24 x 30					
53	8	MAX	M-URW2436	\$86.58	\$692.64
Univ Rec WS 24 x 36					
54	1	MAX	M-URW2442	\$90.30	\$90.30
Univ Rec WS 24 x 42					
55	1	MAX	M-URW2448	\$97.97	\$97.97
Univ Rec WS 24 x 48					
56	1	MAX	M-URW2472	\$126.90	\$126.90

57	10	MAX	M-USLED31AS	\$150.58	\$1,505.80
			31" LED Lgt W/ PWR SUPPLY (SINGLE)		
58	6	MAX	M-USOH1536F	\$149.70	\$898.20
			Univ OH Cab 15Hx36W Flipper Pnt Door		
59	1	MAX	M-UWSL29	\$57.42	\$57.42
			Univ Worksurface Post Leg 29.5"		
				<b>Sub Total:</b>	<b>\$28,727.33</b>

\$2,872.73    \$2,872.73

Delivery and Installation

\$3,002.01    \$3,002.01

LA Sales Tax

\$32,000.00    \$32,000.00

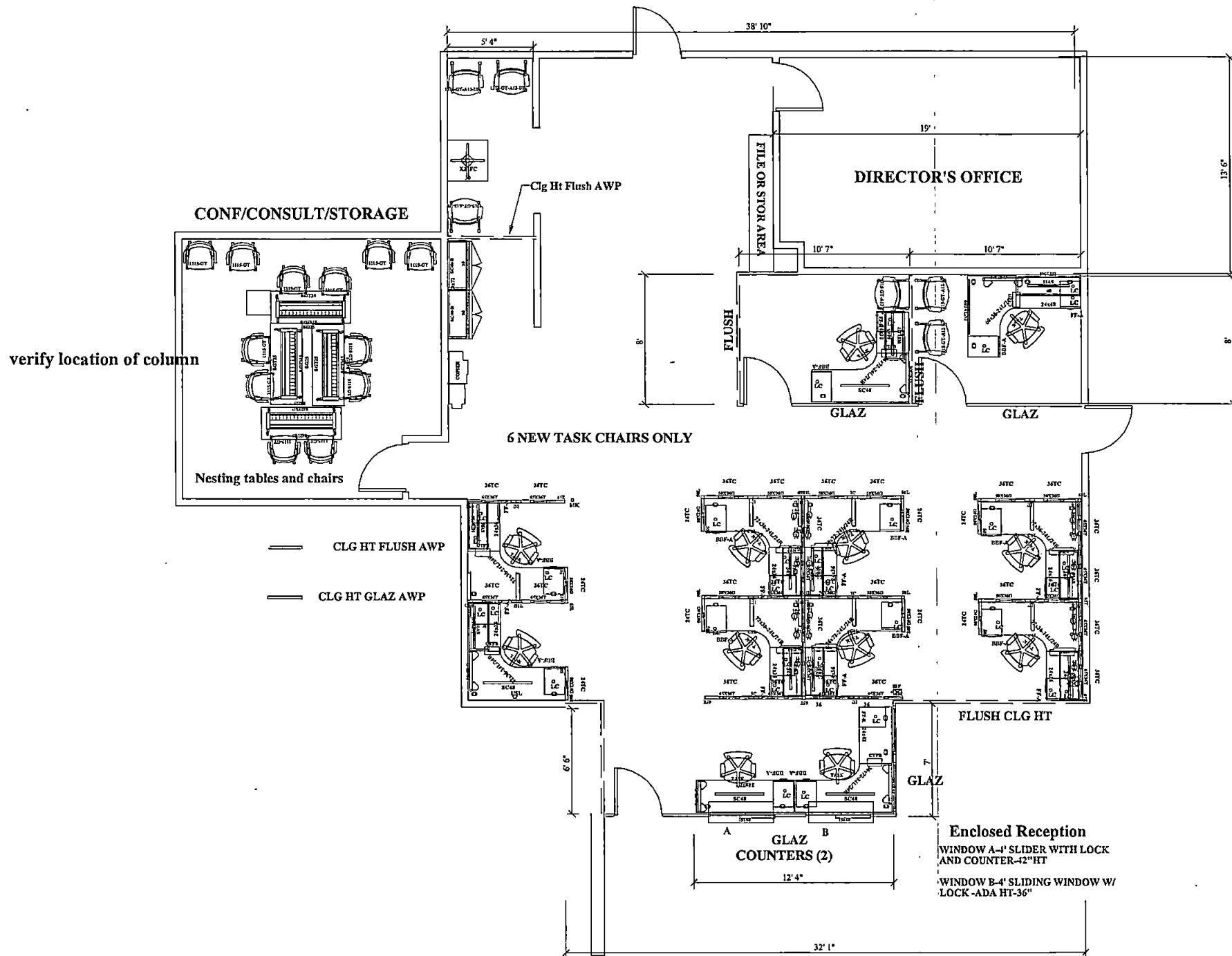
DEMOUNTABLE WALLS

**Total:    \$66,602.07**

Accepted By:

Date:

TERMS: 50% DEPOSIT-BALANCE C.O.D-UNLESS ACCOUNT HAS BEEN SET UP  
 DELIVERY DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE NOTED  
 AREA TO BE CLEARED OF ALL EXISTING FURNITURE PRIOR TO DELIVERY  
 PRODUCT IS NOT SUBJECT TO RETURN OR CREDIT ONCE ORDER HAS BEEN PLACED



NOTE: EESD approval required prior to incurring costs in excess of \$7,500. Private agencies are required to obtain and submit documentation of at least three bids for a purchase in excess of \$5,000.

## EQUIPMENT PURCHASE APPROVAL REQUEST

**PART I SPECIAL NOTE:** Object Classification 6400 - Equipment and Object Classification 6500 - Equipment Replacement - The contractor listed below must apply for approval to use Child Development contract funds to purchase items of equipment, with a cost per item exceeding the limit specified in the Funding Terms and Conditions.

CONTRACTOR <b>City of Gardena</b>		ADDRESS <b>1700 W. 162nd Street</b>		CITY <b>Gardena</b>	ZIP CODE <b>90247</b>
CONTACT PERSON <b>Nicola Howard</b>		TELEPHONE <b>(310) 217-9589</b>	CONTRACT TYPE <b>CCTR</b>		VENDOR NUMBER <b>2180</b>

### PART I - DESCRIPTION OF EQUIPMENT (Identify types of equipment proposed for purchase.)

QUANTITY	ITEM	ITEM COST	TOTAL COST	ITEM PLACEMENT (SITE ADDRESS)	ESTIMATED USEFUL LIFE EXPECTANCY	JUSTIFICATION ATTACHED
	Office furnishings including demountable walls		\$ 66,602	1651 W. 162nd Street, Gardena 90247	15 YEARS	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>
					YEARS	Yes <input type="checkbox"/> No <input type="checkbox"/>

### PART II - CERTIFICATION

I hereby certify that the above information is true and correct to the best of my knowledge. I also agree to abide by Funding Terms and Conditions requirements with regards to the title, use, disposition, and retention of equipment purchased with child care contract funds provide by the California Department of Education.

SIGNATURE OF BOARD PRESIDENT OR DESIGNEE

TITLE

Recreation/Human Services Director

DATE

4/2/2020

### PART III - FOR CDD/USE ONLY

EESD receipt date: \_\_\_\_/\_\_\_\_/20\_\_

Contractor notification date: \_\_\_\_/\_\_\_\_/20\_\_

#### CONSULTANT RECOMMENDATION

Requested \$  Approved \$

Fiscal Year 20\_\_/\_\_\_\_

Year-to-Date Balance: \$

#### COMMENTS

CONSULTANT

DATE

ADMINISTRATOR

DATE

Distribution: Original: Contractor, copies to Child Development Audits, Fiscal Analyst, EESD Consultant, and Contractor file.



**MAXON FURNITURE INC.  
SPECIAL AGENT AGREEMENT  
GOVERNMENT AGENCY SALES**

This Agreement is between Maxon Furniture Inc., with its principal offices at 200 Oak Street, Muscatine, Iowa 52761 ("Maxon"), and the Agent as defined in Exhibit A ("Agent") of this Agreement with its principal offices as also defined in Exhibit A of this Agreement.

1. **Purpose.** Maxon desires to establish a supplier relationship with various federal, state and local government agencies ("Government Agencies") to facilitate the sale of certain office furniture products (the "Products") manufactured by Maxon. Agent desires to solicit and service orders for the Products from Government Agencies pursuant to this Agreement.
2. **Appointment.** As of the Effective Date (as defined in Section 8 below), Maxon appoints Agent as Maxon's nonexclusive Agent for the purpose of soliciting and servicing orders for the Products from Government Agencies. In acting in an Agent capacity, Agent will act as an independent contractor, and will have no right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of Maxon, or to accept or take any money or to bind Maxon in any manner whatsoever. Under no circumstances will Agent or any of its agents or employees be construed to be agents or employees of Maxon.
3. **Trademarks and Trade names.** As part of Agent's responsibility to aggressively promote the sale of the Products, Agent may (and is expected and encouraged to) use the trademarks and trade names (the "Trademarks") applicable to the Products and to advertise the fact that Agent solicits and services orders for the Products. Agent's right to use the Trademarks is limited to the purposes described in the preceding sentence. Agent agrees to comply with all instructions and guidelines for the proper use of the Trademarks, which Maxon may provide from time to time. Agent shall not acquire, as a result of this Agreement, any property rights with respect to any of the Trademarks, the ownership being vested exclusively in Maxon and/or one or more of its affiliate companies. Agent's limited right to use the Trademarks shall terminate upon the expiration or termination of this Agreement. Upon such expiration or termination, Agent agrees to no longer advertise or represent to the public in any form (including but not limited to by use of signage and/or the distribution of literature containing the Trademarks) that Agent is a Maxon sales representative.

Agent may in no case use the name "Maxon" or any of the Trademarks as part of Agent's own corporate or trade name, or other identification. Further, Agent will not, during or after the Term, adopt or use any trademarks that are confusingly similar to the Trademarks, or engage in any conduct, directly or indirectly, that would infringe upon, harm or contest Maxon's right of title in or to the Trademarks and any associated goodwill. In addition, Agent agrees to promptly notify Maxon of any infringement, threatened infringement, or deceptive use of (or any adverse claim asserted by a third party with respect to) one or more of the Trademarks and to assist and cooperate with Maxon as it may reasonably request in restraining such infringement, or deceptive use and/or taking any other appropriate action. Maxon reserves for itself the exclusive right to institute maintain and settle any proceedings for such infringement or deceptive use of the Trademarks.

Agent acknowledges that Maxon's damages in the event of Agent's breach of this Section 3 would be difficult, if not impossible to ascertain. Agent therefore agrees that Maxon, in addition to and without limiting any other remedy or right it may have, shall be entitled to immediate injunctive relief against Agent, issued by a court of competent jurisdiction, for the purpose of enjoining any such breach.

Agent's obligations under this section shall survive the termination of this Agreement.

4. **Responsibilities of Agent.** Agent agrees that it will:
  - a. Use its best efforts to solicit orders and payments from Government Agencies by:
    - i. Finding and following up on sales leads and inquiries.



- ii. Developing and/or obtaining specifications from Government Agencies to enable Maxon to prepare quotations.
  - iii. Providing design and space planning services.
  - iv. Providing installation capabilities and services.
  - v. Assisting Maxon in obtaining payments from, and resolving disputes with, any Government Agency that purchases the Products.
- b. At Agent's expense, continuously maintain a sales force sufficient to actively solicit orders for the Products.
- c. Register Government Agency projects in accordance with Maxon's government project registration procedures (the "Government Project Registration Procedures"), as set forth on Exhibit C attached to this Agreement (as may be modified by Maxon, in Maxon's sole judgment from time to time). These procedures are incorporated by reference into this Agreement.
- d. Receive purchase orders and review them for conformance to Maxon's established pricing, discount and freight policies, as follows:
- i. Check and verify that government order pricing is accurate, complete and in accordance with Maxon's government price list and discount structure applicable at the time of order. Orders containing pricing errors are the responsibility of Agent and will be held or returned by Maxon pending appropriate modification by Agent and will be subject to indefinite processing delays.
  - ii. Unless otherwise authorized by Maxon in writing, All purchase orders for the Products and Services must be issued to:  
  
Maxon Furniture Inc.  
c/o (Agent)  
(Maxon's address)
  - iii. Any Agent-quoted prices are invalid unless endorsed by Maxon via a registered special bid quotation. Except as provided in the preceding sentence. Agent cannot, under this Agreement, quote directly to or contract directly with Government Agencies for the Products and Services unless otherwise authorized by Maxon in writing.
  - iv. Review, in a timely manner, Maxon acknowledgements for product and shipping accuracy. Agent is responsible for immediately notifying Maxon of any discrepancies or unexpected information contained in the Maxon acknowledgement.
- e. Unless otherwise authorized by Maxon in writing, not bill any Government Agencies or accept payment for any products (including the Products and Services).
- f. Notify the purchasing Government Agency upon Agent's receipt of the Products and Services and arrange for a suitable date for delivery to the Government Agency's dock. Delivery should be within five (5) working days after Agent's receipt of the Products and Services. If the Government Agency requests any special services or modifications of the Products and Services which may result in additional expense to Maxon, Agent must contact Maxon to obtain prior approval. The foregoing does not apply to installation or other services performed by Agent outside of the Government Agency Agreement and billed directly to the Government Agency by Agent.
- g. As requested by Maxon, provide end-user orientation for all of the Products and Services (unless Agent does not normally service the Products and Services included in an order); provided that if Agent incurs more than de minimus expenses in providing such orientation services, Maxon will compensate Agent for its expenses in performing these services. In no event, however, will Maxon pay Agent for such services unless Agent obtains advance written approval (specifying the amount of expenses



requested) from Maxon.

h. If freight is prepaid by Maxon:

- i. Upon receipt of shipment, Agent will inspect the contents of the shipment carefully. If shipment is made by Maxon trailer, Agent must note any damages or shortages on Maxon's trailer delivery sheet and file a corresponding claim with Maxon. If shipment is made by common carrier, Agent will note any damage or shortages on the freight bill and request an immediate inspection by carrier.
  - ii. Agent will assist in filing freight damage claims.
  - iii. Agent will retain, if received at Agent's location, any damaged or defective Product for a period not exceeding thirty (30) days in order to allow time for Maxon to assist in disposing of the Product; provided that if Agent incurs more than de minimus expenses in providing such warehousing services, Maxon will compensate Agent for its expenses in performing these services. In no event, however, will Maxon pay Agent for such services unless Agent obtains advance written approval (specifying the amount of expenses requested) from Maxon. Agent will have a first right of refusal for any damaged or defective Product offered at a "seconds" discount.
- i. Conduct its business in compliance with all applicable laws and regulations.
- j. Refrain from disclosing to any third party, and retain as confidential, any confidential information provided to Agent by Maxon. Such confidential information may include, without limitation, information concerning Maxon's business, finances, proposed Products and Services, Product development, marketing and/or sales plans, business or operational know-how, and any other information deemed confidential by Maxon. Agent's obligations under this sub-section apply to all of Agent's employees, agents and representatives and survive termination of this Agreement. Some records related to the Government Agency Agreements may be deemed a public record, and Agent expressly agrees to the disclosure of those records as required by law. Agent shall provide Maxon written notice prior to disclosing any records that would otherwise be deemed confidential under this Agreement. If Maxon objects to the disclosure of any records, Agent will follow Maxon's direction as to the records disclosure.
- k. Agent shall comply with the record retention requirements of the Government Agency Agreement, and timely comply with all document production requests made by a Government Agency or Maxon.
- l. Indemnify and save harmless Maxon from and against all claims, losses, expenses, damages or liabilities that may be brought or claimed against or incurred by Maxon arising out of this Agreement and/or the relationship of the parties under this Agreement, including for any services performed by Agent with respect to the Products and Services or the assembly or installation of the Products and Services by Agent, or by Agent's employees or third-party designees. This obligation shall survive the termination of this Agreement.
- m. Agent shall abide by all reporting and other requirements of any federal or state stimulus acts including without limitation the American Recovery and Reinvestment Act. (ARRA).
- n. From time to time, the use of a Contractor Teaming Agreement (CTA) will be required for a project. Agent shall be familiar with all aspects of the Maxon CTA process and shall complete all required documents on a timely basis. Agent must provide copies of all contract modifications, invoices, sign-offs and assist in the collection of funds from the government entity served by the CTA.
- o. Maintain insurance coverages of the type and amount specified on the following page or in such other types and amounts as Maxon may reasonably require from time to time in the exercise of its reasonable judgment, or as required by law.





Insurance Coverage Type	Amount Required	Maximum Deductible	Minimum Insurance Company Rating
Workers Compensation	Statutory	\$250,000	Rating of A – VII
Employers Liability	\$500,000/occurrence	\$250,000	Rating of A – VII
General Liability	\$1,000,000/occurrence \$2,000,000 aggregate	\$250,000	Rating of A – VII
Automobile Liability	\$1,000,000 combined single limit	\$250,000	Rating of A – VII
Professional Liability (if an engineering or architectural firm)	\$2,000,000/occurrence	\$250,000	Rating of A – VII
Fidelity Liability	\$1,000,000/occurrence	\$250,000	Rating of A – VII
Umbrella Liability	\$3,000,000	\$250,000	Rating of A – VII

- p. Agent will provide Maxon with certificates of insurance evidencing such insurance coverage, all forms of insurance will be primary and not contributory, naming Maxon as an additional insured on such insurance policies, except for Workers Compensation. Agent agrees to waive all its rights to subrogation against Maxon.

5. **Maxon's Responsibilities.** Maxon agrees that it will:

- a. Make reasonable efforts to fill and ship all Government Agency orders for the Products in accordance with such orders. Maxon has the right, in its sole judgment, to (1) refuse any orders procured by Agent, (2) make such allowances and adjustments, and accept such returns, as Maxon deems necessary or expedient and/or (3) demand special credit arrangements including pre-payment escrow accounts or other assurances prior to fulfilling any order.
- b. Provide to Agent's sales personnel reasonable initial training concerning preparation and installation of the Products. If Agent does not normally handle a particular Product ordered by a Government Agency, Maxon will, if requested by Agent, arrange for a qualified Maxon representative to prepare and install such Product(s) at Agent's expense.
- c. Provide order acknowledgments to Agent prior to any scheduled shipment to a Government Agency.
- d. Ship the order when ready, provided Agent complies with its obligations to Maxon, either direct to the Government Agency or to Agent, as specified in the order. Maxon will repair or replace (in Maxon's judgment) any damaged Product and assist in the identification of any liable third party upon receiving notification from Agent or the Government Agency of any shipping damage.

6. **Compensation.** During the Term, Maxon will pay Agent a percent commission on the net sales value (excluding freight and taxes) ("Product Commission") of orders of the Products, as placed by Government Agencies through Agent. The Product Commission will be set by Maxon for each Government Agency Agreement, and by performing Services pursuant to the Government Agency Agreement the Agent agrees to the Product Commission Maxon established in its sole discretion. A lower commission rate than the rate set by Maxon for the Government Agency Agreement may be negotiated with Agent prior to acceptance of any order by Maxon if: (1) bidding activity beyond established discount(s); (2) the order calls for less than the normal or standard complement of dealer value added services, including without limitation product specification development, sales representation and follow-up, project management, warehousing and re-delivery; or (3) a particular project merits a lower fee in Maxon's sole discretion. Maxon shall pay Agent within a reasonable time after receipt of full payment from the Government Agency if not sooner.

The project registration program for government sales is governed by the Government Project Registration Procedures. If a project has been registered under the Government Project Registration Procedures, Agent will be compensated as set forth in the Government Project Registration Procedures.



Notwithstanding any actual, prior payment by Maxon to Agent for a particular order: (1) Agent's compensation for that order will be reduced to account for any adjustment, allowance, or return of (all or a portion of) the Products and Services, regardless of the reason for such action; and (2) Agent will not be entitled to compensation on any order not accepted by Maxon or on any order for which payment is not ultimately received by Maxon from the Government Agency.

Maxon has the right (but not the obligation) to offset any compensation owed to Agent by Maxon under this Agreement against any amount due and owing to Maxon by Agent (or any affiliate of Agent) including but not limited to any amounts owing from Agent to Maxon on Agent's commercial accounts (if any).

7. **Installation and Special Services.** Unless otherwise provided for in Maxon's contract with a particular Government Agency, and expressly identified on any applicable invoice issued by Maxon to that Government Agency, installation and special service fees are to be negotiated by Agent directly with the Government Agency, with payment being made directly to Agent. Maxon will bill a Government Agency only for the price of the Products ordered unless the Government Agency specifically requests that the installation or special service charges be a separate line item applied to the order, in which case Agent will receive the total amount of such charges in the form of a credit or check from Maxon, as requested by Agent.

When Maxon is billing the Government Agency, Maxon will remit payment for such installation and special service fees which are expressly identified on any applicable purchase orders and invoices to the Agent within thirty days of receipt of payment from the Government Agency. Particular Government Agency Agreements may include a negotiated payment for all or a portion of Agent's Services included within the Product price, and in these cases Maxon will remit payment for installation and special services fees at the negotiated rate to the Agent within thirty days of receipt of payment from the Government Agency. In all other instances, Agent is responsible for invoicing and collecting from the Government Agency for its installation and special services.

Agent is responsible for including the cost of any site-specific requirements in the Agent's installation and service fees. This includes but is not limited to: after hours delivery charges, expedited delivery, specialized equipment or handling, additional handling for loading dock limitations, stairs, movement of product within the building, or any other costs related to installation and special services. Particular Government Agency Agreements may not allow for charges for such installation and service fees, and in such cases the Agent is not authorized to charge any such fees. Additionally, particular Government Agency Agreements may have maximum charges allowed for such installation and special service fees, and Agent shall be required to charge the Government Agency within the thresholds set by Maxon's Government Agency Agreement.

In cases where Maxon is billing the Government Agency for such services on behalf of Agent, Agent shall be responsible for adding any required administrative fees, including but not limited to the Industrial Funding Fee ("IFF") for Maxon's General Services Administration contract, as imposed by the applicable Government Agency, to the net negotiated amount for design, installation and/or other service fees. Agent understands and agrees that Maxon will reduce the amount reimbursed to Agent by the amount of the administrative fee whether or not it has been added to the negotiated amount for design, installation and/or other services.

In cases where the Agent is billing the Government Agency for such services, the Agent is responsible for accurately accounting for and reporting to Maxon its sales to the Government Agency of the Services. Maxon may require the Agent to directly pay the administrative fee for such Services or Maxon may advance payment directly for the administrative fee and bill the Agent for such payment.

8. **Terms, Renewal, and Termination.** This Agreement shall commence on the date upon which this Agreement is executed by the Maxon Sales Operations Manager (the "Effective Date") and shall thereafter remain in effect until terminated in accordance with this Section 8 (the "Term"). This Agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. Notwithstanding anything in the preceding sentence to the contrary, Maxon may terminate this Agreement immediately, upon written notice to Agent, if (i) Agent becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Act is filed by, or with respect to, Agent; (iii) Agent becomes involved in a legal proceeding that, in the judgment of Maxon, interferes with Agent's diligent, efficient performance and satisfactory completion of Agent's obligations; (iv) Agent transfers, or attempts to transfer, this Agreement (as explained in Section 9



below; (v) in Maxon's judgment, there has been a material adverse change in the condition of Agent, whether such change is financial or in terms of alignment with Maxon's underlying business, marketing and/or distribution philosophies; or (vi) Agent engages in any practice or activity that, in the judgment of Maxon, is a violation of any federal, state, or local law or regulation or HNI Corporation's code of conduct. This Agreement and Agent's status as a Maxon agent may be terminated in the manner described in this Agreement whether or not Agent has recovered or recouped any investment or other expenditures made in reliance on its status as an authorized Maxon agent and regardless of any commitments Agent may have made to sell the Products. If this Agreement is terminated by either party, Maxon will have no obligation to pay Agent compensation of any kind, whether for claimed loss of goodwill, sales or profits, recoupment of investment, commitments or expenditures Agent has made in reliance on Agent's status as an Maxon agent, or otherwise. Upon termination of this Agreement, Agent will promptly return to Maxon any confidential information or materials (including without limitation any manuals) provided to Agent by Maxon (or by any of Maxon's affiliates). The provisions of any valid applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Agreement or prescribing the timing of payment of commissions (including upon termination), shall supersede any provision of this Agreement that is less favorable to Agent than such law or regulation.

9. **Assignment.** Maxon has entered into this Agreement based upon Maxon's evaluation of Agent's form and method of conducting business, business acumen, and capacity to solicit sales of, and render service with respect to, the Products and Services, and business reputation, all in relation to Maxon's marketing philosophy and strategies. Accordingly, this Agreement is personal to Agent and may not be transferred, in whole or part, by assignment, sale, merger, consolidation, substantial change in ownership of Agent's business, or by any other means without Maxon's prior written consent. If any such transfer occurs, Maxon has the right, in its sole judgment, to reject such transfer and terminate this Agreement with Immediate or other effect.

This Agreement may be assigned and transferred by Maxon (including any pledge or grant of security interest), provided Maxon's assignee is reasonably qualified to fulfill Maxon's obligations under this Agreement.

10. **Force Majeure.** Neither party will be liable to the other for any failure of performance due to acts of God, strikes, lockouts, or other industrial disruptions, declared or undeclared wars, blockages, embargoes, insurrections, riots, explosions, fires, floods, acts of government or agencies thereof, delays in transportation, rail car or trailer shortages, export or import restrictions, blockage of ports, labor disputes, material shortages, or any other cause, either similar or dissimilar, not within the reasonable control of that party. The affected party shall notify the other party with reasonable promptness of the occurrence and termination of any such event.
11. **Representations by Agent.** Agent shall not make any representation, guaranty, or warranty concerning the Products and Services except as authorized by Maxon in writing. Agent will promptly notify Maxon in writing of any actual or threatened legal action, or any personal injury or property damage, involving any of the Products, upon receiving information reasonably suggesting the existence of such situation.
12. **Interpretation of Rights and Obligations.** The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties.
- a. Whenever this Agreement provides that Maxon has a certain right, that right is absolute, and the parties intend that Maxon's exercise of that right will not be subject to any limitation or review. Maxon has the right to operate, administrate, develop, and change its business system in any manner that is not specifically precluded by the provisions of this Agreement.
  - b. Whenever Maxon reserves or is deemed to have reserved discretion in a particular area or where Maxon agrees or is deemed to be required to exercise its rights reasonably or in good faith, Maxon will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. A decision or action by Maxon will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Maxon's decision or action is intended, in whole or significant part, to promote or benefit the Maxon distribution system generally even if the decision or action also promotes a financial or other individual interest of Maxon. Examples of items that will promote or benefit Maxon distribution include, without limitation, enhancing the value of Maxon's trademarks, improving customer service and satisfaction, improving the quality of the Products, improving uniformity, and improving the competitive position of distributors (including



dealers and sales representatives) of the Products and Services.

**13. FAR/Supplement Clauses Incorporated by Reference.**

- a. The Government Agency supplement clauses set forth in the Government Agency Agreement (or incorporated therein by reference or applicable law and regulation) are hereby "flowed down" and are incorporated by reference with the same force and effect as if they were given in full text. Referenced clauses shall apply to Agent in such a manner as is necessary to reflect the position of Agent as a subcontractor to Maxon, and the obligations of the contractor to the Government as provided in these clauses shall be deemed to be the obligations of Agent to Maxon. However, wherever the clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with Section 14(b) of this Agreement.
- b. Where necessary to make the context of these provisions applicable to this Agreement, the term "Government" and equivalent phrases shall mean Maxon, the term "Contractor" shall mean Agent, the term "Contract" shall mean this Agreement, and the terms "Contracting Officer" and equivalent phrases shall mean Maxon's contractual agent, except in those instances where regulations or sense of the clause dictate otherwise.

**14. General Provisions.**

- a. Time is of the essence with respect to each provision in this Agreement.
- b. This Agreement is governed by and shall be construed in accordance with the laws of the State of Iowa, without regard to its conflicts of law principles. In the event of any litigation arising directly or indirectly from this Agreement or otherwise relating in any way to the relationship between Agent and Maxon (or any of Agent's or Maxon's respective affiliates, officers, directors, principals, employees or agents), Agent agrees that the exclusive venue for such litigation will be in any court of general jurisdiction located within Muscatine or Scott Counties in the State of Iowa and the applicable appellate courts. Agent consents that these courts shall have personal jurisdiction over Agent for purposes of such proceedings and waives any objection to venue in these courts. Agent shall pay Maxon all damages, costs, and expenses (including reasonable attorney's fees) incurred by Maxon in obtaining injunctive or other relief for the enforcement of any provision of this Agreement. This Section 14(b) shall survive the termination of this Agreement.
- c. The captions are for convenience only and do not affect the interpretation of this Agreement. Should one or more clauses of this Agreement be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable in such jurisdiction and the remainder of this Agreement shall be deemed to be valid and in full force and effect and the terms of this Agreement shall be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding hereunder shall, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.
- d. Wherever used in this Agreement, unless the context clearly indicates otherwise, the use of the singular includes the plural, and vice versa.
- e. A party's failure to enforce, at any time, and for any period of time, any provision of this Agreement or to exercise any right or remedy available hereunder does not constitute a waiver of such provision, right, or remedy, or prevent such party thereafter from enforcing any or all provisions and exercising any or all rights and remedies. The exercise of any right or remedy does not constitute an election or prevent the exercise of any or all other rights or remedies.
- f. This Agreement shall inure to the benefit of and be binding upon Maxon and Agent and their respective successors and assigns (to the extent this Agreement is assignable).



- g. All notices required under this Agreement shall be in writing and shall be given by depositing in US mail, first class, postage prepaid, by overnight courier, by facsimile transmission or by electronic mail, addressed to: (i) the contact person and applicable address and/or number provided in this Agreement for Agent; and (ii) the President of Maxon, Maxon Furniture Inc., 200 Oak Street, Muscatine, Iowa 52761, for Maxon (with a copy to General Counsel, HNI Corporation, 600 East Second Street, Muscatine, Iowa 52761).
- h. This Agreement may be signed in several counterparts, each of which will be an original and all of which will constitute one agreement.
- i. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.
- j. This Agreement supersedes any and all other agreements, whether written or oral, previously entered into by the parties with respect to the purchase and resale of the Products and Services. This Agreement is the final and entire agreement between the parties with respect to such matters. Agent acknowledges and agrees that Agent has read and understands this Agreement and has had a full opportunity to seek independent advice from Agent's legal or business advisors as to terms of this Agreement and the relationship contemplated hereunder. Agent acknowledges and agrees that no oral representations of any kind have been made by or on behalf of Maxon which Agent is relying upon in entering into this Agreement except those representations of Maxon expressly set forth in this Agreement. This Agreement shall not be modified except by written agreement signed by both Agent and Maxon.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**MAXON:**

Maxon Furniture Inc.

Signature: Sherril Hunt

Name: Sherril Hunt

Title: Mgr of Sales Operations

Date: 8/7/19

**AGENT:**

Company: D&R OFFICE WORKS, INC.

Signature: Karen Braun

Name: KAREN BRAUN

Title: SALES REPRESENTATIVE

Date: 8/1/19



## Request for Customer Information

\* Required Fields

Business Name\*: **D&R OFFICE WORKS, INC.**

Address Line 1*:	City/State*:
<b>9956 BALDWIN PLACE</b>	<b>EL MONTE, CALIFORNIA</b>
Address Line 2:	Postal Code/ 9-digit zip code*:
	<b>91731</b>
Telephone Number:	Email Address*:
<b>626-454-4660</b>	<b>KAREN@DANDROFFICWORKS.COM</b>
Contact Name*:	D&B D-U-N-S Number:
<b>KAREN BRAUN</b>	<b>184759728</b>
NAICS or SIC Code:	

### Business Size and Classification:

- ☐ Non-profit or Foreign (business classification does not apply)
- ☐ Large Business

☐ Small Business (as determined by Small Business Administration guidelines, see \*\* below for details)

### Diversity/Minority Classification:

- ☐ Woman-Owned Small Business
- ☐ Certified HUB Zone Small Business
- ☐ Veteran Owned Small Business
- ☐ Veteran's Administration Certified Service-Disabled Veteran-Owned Small Business

- ☐ Certified Small Disadvantaged Business
- ☐ ANC's and Indian tribes that are not small businesses
- ☐ ANC's and Indian tribes that have not been certified by the SBA as small disadvantaged business

In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punishable by imposition of a fine, imprisonment, or both, (2) be subject to administrative remedies, and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

You may wish to review the definitions of the above categories in the Federal Acquisition Regulation 19.7 or 52.219-8 ([www.acquisition.gov/far](http://www.acquisition.gov/far)). If you have difficulty ascertaining your size status, please call 1-800-U-ASK-SBA or refer to the Small Business Association's website ([www.sba.gov](http://www.sba.gov))

\*\* To be a small business, you must adhere to industry size standards established by the US Small Business Administration. The SBA, for most industries, defines a "small business" either in terms of the average number of employees over the past 12 months, or average annual receipts over the past three years. In addition, SBA defines a US small business as a concern that:

- Is organized for profit
- Has a place of business in the US
- Operates primarily within the US or makes a significant contribution to the US economy through payment of taxes of use of American products, materials or labor
- Is independently owned and operated
- Is not dominant in its field on a national basis

The business may be a sole proprietorship, partnership, corporation, or any other legal form. In determining what constitutes a small business, the definition will vary to reflect industry differences, such as size standards.

Diversity/Socio-economic Classification Submitted by:	Date:



## Exhibit C

### MAXON GOVERNMENT PROJECT REGISTRATION GUIDELINES

Maxon Agents are encouraged to register government projects of \$30,001 list or larger in accordance with the terms outlined below. The goals of project registration are to: (1) encourage early and open communication with Maxon on government project opportunities, (2) improve government project forecasts, and (3) recognize and compensate the work of all sales agents involved on each project and thereby prevent disputes over project credit.

To properly register a government project, sales agents are required to:

1. Register a specific, identifiable project using the project name, building number (if applicable) and location. Registering an account such as "IRS," or "The Pentagon" is not acceptable.
2. Meet with the customer or designer to sell Maxon solutions for the specific project identified. Registrations based on unrelated sales calls or meetings, sending a brochure, or including a business card in the customer's binder, are not sufficient.
3. Complete the attached Maxon Government Project Registration Form and submit to the Sales Operations Department for approval. Registration is not valid until signed by the Sales Operations Manager. Agent will be notified by Maxon of acceptance of the registration.
4. Be in good standing with each government end-user. Maxon has the right to decline a registration based on Agent's past performance issues with the end user or pre-existing contractual relationships.
5. Understand and agree to the project registration provisions contained in Section 6 of the Maxon Special Agent Agreement for Government Agency Sales.
6. Contact their Maxon Sales Representative and submit a bill of materials and drawings with the total list price shown.

After a Request for Quote/Proposal is publicly released by an Agency/Contracting Officer soliciting responses for projects, registration is no longer eligible regardless if the project is specified with Maxon or generic product.

To be eligible for registration, the project must be ordered within 120 days of approval. The expiration date will be noted on the authorization form. Projects are assumed to be one order, one shipment, unless otherwise specified. Additionally, a servicing agent may not be considered a Project Registration Agent (or may be removed as such and replaced by another servicing agent) if the Project is expressly set aside for small business or if the servicing agent is not otherwise eligible to be awarded the Project.

All requests must be submitted through a Maxon Sales Representative. Maxon will evaluate applications for project registration, in connection with a specific project, in the order it receives the properly completed applications. Incomplete applications and applications lacking the necessary supporting documents will not be considered.

Only one Project Registration Agent will be approved per project. The Agent submitting the first application received by Maxon which meets all the requirements for registration will be considered the Project Registration Agent. Before official notification of being awarded as the Project Registration Agent is given, a 24-hour waiting period must be completed to ensure no other registration requests are received. If any requests for registration are received for the same project within the 24-hour waiting period, the project becomes ineligible for registration by any sales agent and the original registration request is voided. The waiting period begins when all required information is received.

Only Maxon product is eligible for the project registration program, no other manufacturer's products are included with registration. Registration may be allowed on projects under \$30,001 list for special circumstances determined by Maxon. Questions concerning this process should be directed to the Maxon Sales Representative or the Sales Operations Department.