



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 W. 162nd Street, Gardena, California
Website: www.cityofgardena.org

TASHA CERDA, Mayor
MARK E. HENDERSON, Mayor Pro Tem
PAULETTE C. FRANCIS, Council Member
ART KASKANIAN, 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, June 23, 2020

Closed Session – 7:00 p.m.
Open Session – 7:30 p.m.

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.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at youtube.com/Cityofgardena
2. PARTICIPATE BEFORE THE MEETING by emailing the Records Management Coordinator at krhee@cityofgardena.org and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - Join Zoom Meeting Via the Internet or Via Phone Conference
Direct URL: <https://us02web.zoom.us/j/88521708871>
Phone number: US: +1 669 900 9128, Meeting ID: 885 2170 8871
 - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. 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 krhee@cityofgardena.org at least 24 hours prior to the scheduled general 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.

**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.

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

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

2. CLOSED SESSION

A. 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

B. 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.

3. PLEDGE OF ALLEGIANCE & INVOCATION

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS – **None**

B. PROCLAMATIONS – **None**

C. APPOINTMENTS

- (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
 - (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) Affidavit of Posting Agenda on June 19, 2020

C. CITY TREASURER

- (1) Approval of Warrants / Payroll Register
 - (a) June 23, 2020
- (2) Monthly Portfolio
 - (a) May 2020

5. **CONSENT CALENDAR (Continued)**

D. **CITY MANAGER**

(1) Personnel Report No. P-2020-11

(2) GS - Acceptance and Notice of Completion of Rowley Park Auditorium HVAC System & Roofing Reconstruction Project, JN 980

6. **EXCLUDED CONSENT CALENDAR**

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

A. **June 16, 2020, MEETING** – *Meeting Cancelled*

ORAL COMMUNICATIONS (Limited to a 30 minute period)

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes. Your cooperation is appreciated.

8. **DEPARTMENTAL ITEMS**

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

B. **COMMUNITY DEVELOPMENT**

(1) **PUBLIC HEARING**: Call for Review by Mayor Cerda of the Planning Commission Action on the Approval of Site Plan review #2-20 and Tentative Tract Map #1-20 for the Construction of Six New Townhome Units in the Medium Density Multiple-Family Residential (R-3) Zone for a Property Located at 1938 West 146th Street

RESOLUTION NO. 6465, Upholding the Decision of the Planning Commission to Approve Site Plan Review #2-20 and Tentative Tract Map #1-20

Applicant: Javier Ordonez

Staff Recommendation: Conduct Public Hearing (Note: Each speaker's comments to be limited to three [3] Minutes); Adopt Resolution No. 6465

8. DEPARTMENTAL ITEMS (Continued)

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) PUBLIC HEARING: City of Gardena Budget-Related Documents for Fiscal Years 2020-2021 and 2021-2022

(a) RESOLUTION NO. 6459, Adopting the City of Gardena's Two-Year Budget for Fiscal Years 2020-2021 and 2021-2022

(b) RESOLUTION NO. 6460, Establishing the Appropriations Limit for Fiscal Year 2020-2021 (GANN LIMIT)

Staff Recommendation: Conduct a Public Hearing (Note: Each speaker's comments to be limited to three [3] Minutes); Adopt Resolution Nos. 6459 and 6460; and Approve Budget for FY 2020-2021 and 2021-2022

- (2) RESOLUTION NO. 6461, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Fiscal year 2020-2021

Staff Recommendation: Adopt Resolution No. 6461

- (3) Authorization to Bind Excess Insurance Coverage Policies for Fiscal Year 2020-2021

Staff Recommendation: Authorize City Manager to Bind Policies

- (4) Approval of the Contract between the City of Gardena and TRIO Community Meals for the Provision of the Senior Community Action Meals Program (SCAMP) for the Fiscal Years 2020-2024

Staff Recommendation: Approve Contract

D. GENERAL SERVICES – *No Items*

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES

- (1) RESOLUTION NO. 6458, Approval of Local Agreement CCTR-0080 with the California Department of Education for FY 2020-2021

Staff Recommendation: Adopt Resolution No. 6458

- (2) RESOLUTION NO. 6462, Authorizing the City Manager to Execute an Agreement for the Supportive Services Program (SSP) on behalf of the City for Fiscal Year 2020/2021

Staff Recommendation: Adopt Resolution No. 6462

- (3) RESOLUTION NO. 6463, Authorizing the City Manager to Execute an Agreement for the Elderly Nutrition Program (ENP) on behalf of the City for Fiscal Year 2020-2021

Staff Recommendation: Adopt Resolution No. 6463

G. TRANSPORTATION – *No Items*

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

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

10. ANNOUNCEMENTS

11. REMEMBRANCES

Mr. Ellis Fears, 89 years of age, lived in the City of Gardena for 35 years, Mr. Fears was a veteran he participated in the Korean War, and was a member of the Casimir Gate Keepers Block Watch; and **Mr. Oscar Warren**, 82 years of age, beloved Grandfather of our Gardena Youth Commissioner KaMyah Elias, and a long-time resident of Gardena, Mr. Warren participated in many programs, activities, sports leagues, events, and organizations such as the Holly-Park Homeowners Association and Second Time Around Seniors Club, he was truly a Gardena Spirit that left his legacy for the City and his family to cherish for the years to come.

12. ADJOURNMENT

The Gardena City Council will adjourn to the Special Study Session at 6:00 p.m. on Tuesday, June 30, 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 available on our website at www.CityofGardena.org.

Dated this 19th day of June 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

MEMORANDUM

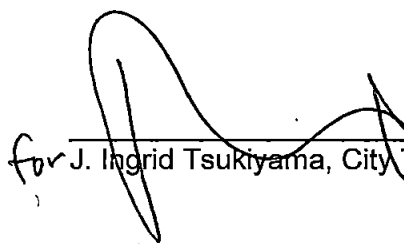
TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: June 19, 2020
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) June 23, 2020 TOTAL WARRANTS ISSUED: \$2,005,847.40

Wire Transfer: 11888-11894
Prepay: 159448
Check Numbers: 159449-159648
Checks Voided:

Total Pages of Register: 24

June 19, 2020 TOTAL PAYROLL ISSUED: \$2,109,748.06

for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11888	6/5/2020	402609 BANK OF NEW YORK, THE	060520		SBRPCA REVENUE BONDS 2007 SERIE	38,791.76
					Total :	38,791.76
11889	6/5/2020	419630 U.S. BANK	060520		2006 COPS REFINANCING PROJECT SI	795,630.00
					Total :	795,630.00
11890	6/9/2020	104058 ADMINISURE INC.	060920		WORKERS' COMP CLAIMS	20,891.41
					Total :	20,891.41
11891	6/10/2020	106330 FIDELITY NATIONAL TITLE, INSURANCE COMI	061020		16010 HARVARD BLVD - PURCHASE/	39,000.00
					Total :	39,000.00
11892	6/11/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	061120		HEALTH INSURANCE CLAIMS	90,998.81
					Total :	90,998.81
11893	6/12/2020	109929 ZIONS BANK	061220		2017 DIRECT PURCHASE LEASE BOND	286,592.00
					Total :	286,592.00
11894	6/16/2020	104058 ADMINISURE INC.	061620		WORKERS' COMP CLAIMS ADMINISTR	45,956.95
					Total :	45,956.95
159448	6/10/2020	111374 LINCOLN NATIONAL LIFE, INSURANCE COMP/	FEB-MAY 2020		LIFE INSURANCE GRP PLANS	10,568.71
					Total :	10,568.71
159449	6/23/2020	101015 AARDVARK TACTICAL, INC.	SO10339	035-01002	NIGHT VISION DEVICES	4,930.29
					Total :	4,930.29
159450	6/23/2020	105149 ADAMSON POLICE PRODUCTS	INV327258	035-01003	PD TACTICAL EQUIPMENT & SUPPLIES	2,684.24
					Total :	2,684.24
159451	6/23/2020	104058 ADMINISURE INC.	13208	023-01225	WORKERS' COMP CLAIMS ADMINISTR	11,340.00
			13279	023-01225	WORKERS' COMP CLAIMS ADMINISTR	11,340.00
					Total :	22,680.00
159452	6/23/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	82117020		GTRANS AUTO PARTS	362.42
			82118843		GTRANS AUTO PARTS	59.46

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159452	6/23/2020	101748	101748 AFTERMARKET PARTS COMPANY LLC, T (Continued)		Total :	421.88	
159453	6/23/2020	101338	ALCO TARGET COMPANY		PD TRAINING SUPPLIES	45.14	
			69115		PD TRAINING SUPPLIES	117.36	
			69164		Total :	162.50	
159454	6/23/2020	111391	ANGELI, PIER		RECEIPT#225/74819	REFUND - EVENT CANCELED DUE TO I	60.00
					Total :	60.00	
159455	6/23/2020	101628	AQUA-FLO SUPPLY		1529649	PARK MAINT SUPPLIES	98.75
					1530151	STREET MAINT SUPPLIES	404.81
					Total :	503.56	
159456	6/23/2020	104687	AT&T		14810542	TELEPHONE	389.21
					14838769	TELEPHONE~	261.75
					Total :	650.96	
159457	6/23/2020	616090	AT&T		3103232408 06/01/20	TELEPHONE	981.15
					Total :	981.15	
159458	6/23/2020	100474	AT&T LONG DISTANCE		051220	TELEPHONE	21.29
					Total :	21.29	
159459	6/23/2020	100964	AT&T MOBILITY		287275681023X5012020	PD CELL PHONE ACCT #287275681023	1,022.40
				023-01279	287298156560X4102020	CITYWIDE COVID-19 EOC ACCT #28729	2,762.38
				023-01279	287298156560X5102020	CITYWIDE COVID-19 EOC ACCT #28729	1,798.67
				023-01279	287298156560X6102020	CITYWIDE COVID-19 EMERGENCY COI	1,798.67
					Total :	7,382.12	
159460	6/23/2020	109824	AXON ENTERPRISE INC.		SI1654716	TASERS FOR POLICE DEPT - YEAR 4	44,807.40
				035-00999	Total :	44,807.40	
159461	6/23/2020	111398	BALLARD, CHEYNEKE		RECEIPT#262/75174	REFUND - EVENT CANCELED DUE TO I	30.00
					Total :	30.00	
159462	6/23/2020	110190	BASNET FAMILY CHILD CARE		MAY 2020	CHILD CARE PROVIDER	3,760.00
					Total :	3,760.00	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159463	6/23/2020	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	845805		HONEY BEE NEST REMOVAL - 14800 M	95.00
					Total :	95.00
159464	6/23/2020	102135 BEHREND, KENT	00002065	023-01224	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
159465	6/23/2020	103373 BOB & MARC PLUMBING	67656A S99030 S-99888 UT1000534356		BLDG MAINTENANCE SERVICE CALL - GTRANS RESTROOM SERVICE CALL - MOP SINK CLOGGED PD MAINTENANCE	-500.00 365.00 162.50 16.08
					Total :	43.58
159466	6/23/2020	108715 BOBBS, CINDY	MAY 2020		CHILD CARE PROVIDER	2,133.00
					Total :	2,133.00
159467	6/23/2020	110938 BRANDON'S FAMILY CHILDCARE	MAY 2020		CHILD CARE PROVIDER	1,720.00
					Total :	1,720.00
159468	6/23/2020	111412 BROWN, ANDREA	RECEIPT#62158780469		REFUND - RESERVATION CANCELED	320.00
					Total :	320.00
159469	6/23/2020	106253 BROWN, CARLA	RECEIPT#263/75073		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159470	6/23/2020	111390 BUFFINGTON, BARBARA	RECEIPT#183/75355		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159471	6/23/2020	108892 CAL WEST MOBILE RV SERVICES	2362		SERVICE CALL - CHECK ELECTRICAL	631.00
					Total :	631.00
159472	6/23/2020	111392 CALDERON, MELISSA	RECEIPT#225/74820		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159473	6/23/2020	111387 CAMPOS, ELOISA	RECEIPT#183/74974		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159474	6/23/2020	110538 CANNON COMPANY	72393	024-00628	170TH STREET IMPROVEMENT JN944	4,123.10

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159474	6/23/2020	110538 110538 CANNON COMPANY	(Continued)		Total :	4,123.10
159475	6/23/2020	823003 CARL WARREN & COMPANY	MAY 2020		CLAIMS MANAGEMENT	391.25
					Total :	391.25
159476	6/23/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	35417		PROFESSIONAL SERVICES	108.00
			35418		PROFESSIONAL SERVICES	1,220.40
			35419		PROFESSIONAL SERVICES	2,768.40
			35420		PROFESSIONAL SERVICES	121.80
			35421		PROFESSIONAL SERVICES	2,080.80
			35422		PROFESSIONAL SERVICES	1,200.70
			35423		PROFESSIONAL SERVICES	90.00
			35424		PROFESSIONAL SERVICES	230.40
			35425		PROFESSIONAL SERVICES	2,966.80
			35426		PROFESSIONAL SERVICES	36.00
			35427		PROFESSIONAL SERVICES	1,248.35
					Total :	12,071.65
159477	6/23/2020	105889 CELLEBRITE USA	INVUS210915	035-00954	SOFTWARE, CELLEBRITE RENEWAL	3,700.00
					Total :	3,700.00
159478	6/23/2020	110605 CHANDLER ASSET MANAGEMENT	2005GARDENA	013-00027	INVESTMENT SERVICES - MAY 2020	1,363.69
					Total :	1,363.69
159479	6/23/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	MAY 2020		CHILD CARE PROVIDER	2,348.00
					Total :	2,348.00
159480	6/23/2020	308112 CITY OF HAWTHORNE	20-0601GPD		SOUTH BAY REGIONAL BEARCAT TIRE	814.82
					Total :	814.82
159481	6/23/2020	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	42751		LEGAL SERVICES	571.33
					Total :	571.33
159482	6/23/2020	103470 CONNEY SAFETY PRODUCTS, LLC	05854335		COVID-19 EMERGENCY SUPPLIES	822.45
			05854922		COVID-19 EMERGENCY SUPPLIES	939.95
					Total :	1,762.40
159483	6/23/2020	109913 COSTAR REALTY INFORMATION INC.	111502837		COSTAR SUITE - JUNE 2020	995.94

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159483	6/23/2020	109913 109913 COSTAR REALTY INFORMATION INC.	(Continued)			Total : 995.94
159484	6/23/2020	111384 COX, FRANCINE	RECEIPT#183/75402		REFUND - EVENT CANCELED DUE TO	25.00
					Total :	25.00
159485	6/23/2020	103807 CPCA	15720		ANNUAL MEMBERSHIP DUES	1,852.00
					Total :	1,852.00
159486	6/23/2020	111376 CUSTOM METAL CONCEPTS LLC	23908	035-01007	PD TACTICAL EQUIPMENT	4,391.37
					Total :	4,391.37
159487	6/23/2020	109614 DANG, DAVID T.	PERMIT #50019-0366		PERMIT DEPOSIT REFUND - 15727 S.	3,500.00
					Total :	3,500.00
159488	6/23/2020	111425 DE LA ROSA, CHRISTOPHER	UNIFORM		ADVANCED UNIFORM ALLOWANCE	350.00
					Total :	350.00
159489	6/23/2020	105951 DECALS BY DESIGN, INC.	105951		GTRANS BUS DECALS	219.60
					Total :	219.60
159490	6/23/2020	111401 DELAY, SUSAN	RECEIPT#283/74863		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159491	6/23/2020	303459 DEPARTMENT OF JUSTICE	451768		FINGERPRINT APPS - MAY 2020	177.00
					Total :	177.00
159492	6/23/2020	111424 DIANGELO, NATALIE	UNIFORM		ADVANCED UNIFORM ALLOWANCE	350.00
					Total :	350.00
159493	6/23/2020	104343 DISCOUNT SCHOOL SUPPLY	P39526170101	034-00435	FCC PROGRAM SUPPLIES	325.40
			P39526880101	034-00435	FCC PROGRAM SUPPLIES	296.94
			P39526900101	034-00435	FCC PROGRAM SUPPLIES	177.63
			P39526930101	034-00435	FCC PROGRAM SUPPLIES	226.69
			P39526990101	034-00435	FCC PROGRAM SUPPLIES	312.43
			P39530500101	034-00435	FCC PROGRAM SUPPLIES	505.20
			P39531710101	034-00435	FCC PROGRAM SUPPLIES	379.48
			P39531770101	034-00435	FCC PROGRAM SUPPLIES	388.74
			P39531880101	034-00435	FCC PROGRAM SUPPLIES	499.21

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159493	6/23/2020	104343 DISCOUNT SCHOOL SUPPLY	(Continued)			
			P39532100101	034-00435	FCC PROGRAM SUPPLIES	250.37
			P39532440101		FCC PROGRAM SUPPLIES	131.41
				034-00435		
			P39533940101	034-00435	FCC PROGRAM SUPPLIES	355.83
			P39533960101	034-00435	FCC PROGRAM SUPPLIES	311.78
			P39533970101	034-00435	FCC PROGRAM SUPPLIES	63.52
			P39534140101	034-00435	FCC PROGRAM SUPPLIES	266.91
			P39534340101	034-00435	FCC PROGRAM SUPPLIES	243.20
			P39534390101	034-00435	FCC PROGRAM SUPPLIES	65.56
			P39534410101	034-00435	FCC PROGRAM SUPPLIES	544.14
			P39534740101	034-00435	FCC PROGRAM SUPPLIES	384.52
			P39535350101	034-00435	FCC PROGRAM SUPPLIES	186.74
			P3953990101	034-00435	FCC PROGRAM SUPPLIES	213.13
Total :						6,128.83
159494	6/23/2020	107268 DIVISION OF THE STATE, ARCHITECT	JUL 2019-MAR 2020		SB 1186 DISABILITY ACCESS & EDUCA	2,438.00
Total :						2,438.00
159495	6/23/2020	109416 E S SPORTS	11135		CUSTOM GRAPHICS FOR UNIT AC1	937.34
			11151		PD AUTO PARTS	220.04
			11152		CUSTOM GRAPHICS FOR UNIT P03	844.26
Total :						2,001.64
159496	6/23/2020	110884 EMERGENCY MANAGEMENT SAFETY, PARTN 076		073-00003	PRELIMINARY ASSESSMENT & REVIEW	4,500.00
Total :						4,500.00
159497	6/23/2020	107353 EMERGENCY RESPONSE CRIME SCENE, CLE T2020-388			DISINFECT (1) POLICE VEHICLE	275.00
Total :						275.00
159498	6/23/2020	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI MAY 2020			CHILD CARE PROVIDER	3,748.00
Total :						3,748.00
159499	6/23/2020	103795 ESCALANTE FAMILY CHILD CARE	MAY 2020		CHILD CARE PROVIDER	2,265.00
Total :						2,265.00
159500	6/23/2020	107510 ESCALANTE, WENDY E.	MAY 2020		CHILD CARE PROVIDER	6,095.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159500	6/23/2020	107510 ESCALANTE, WENDY E.	(Continued)		Total :	6,095.00
159501	6/23/2020	109426 ESPINOSA, VANESSA	05/01-05/15/20		PROFESSIONAL SERVICES - CASE WC	672.00
					Total :	672.00
159502	6/23/2020	100055 FAIR HOUSING FOUNDATION	MAY 2020		CDBG CONSULTANT	1,531.82
					Total :	1,531.82
159503	6/23/2020	111399 FAIR, LAKEISHA	RECEIPT#262/75220		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159504	6/23/2020	106129 FEDEX	7-037-25797		SHIPPING SERVICES	139.90
					Total :	139.90
159505	6/23/2020	111170 FIRSTNET	287290395417X6102020		PD CELL PHONE ACCT #287290395417	445.96
			287290885074X5102020		CITYWIDE CELL PHONE ACCT #287290	1,803.18
			287290885074X6102020		CITYWIDE CELL PHONE ACCT #287290	1,824.97
			287293416290X6102020		PD CELL PHONE ACCT #287293416290	3,160.42
			287293420631X5102020		PD CELL PHONE ACCT #287293420631	162.68
			287295242065X6102020		PD CELL PHONE ACCT #287295242065	459.36
					Total :	7,856.57
159506	6/23/2020	111400 FLEWELEN, SANDRA	RECEIPT#183/74957		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159507	6/23/2020	108974 FLEX TECHNOLOGIES, INC.	09898		GTRANS AUTO SUPPLIES	107.53
					Total :	107.53
159508	6/23/2020	110683 FOBBS-HOLMAN, FAITH	MAY 2020		CHILD CARE PROVIDER	2,425.00
					Total :	2,425.00
159509	6/23/2020	111404 FROST, BEVERLY	RECEIPT#183/75080		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159510	6/23/2020	107724 GARCIA, CLAUDIA CRISTINA	MAY 2020		CHILD CARE PROVIDER	11,061.00
			RECEIPT#15/74972		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	11,091.00

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159511	6/23/2020	207133 GARCIA, NANCY C.	MAY 2020		CHILD CARE PROVIDER	7,780.00
Total :						7,780.00
159512	6/23/2020	107030 GARDENA AUTO PARTS	116608		PD AUTO PARTS	40.44
Total :						40.44
159513	6/23/2020	107735 GARDENA NISSAN	478063		PD AUTO PARTS	26.32
			478142		PD AUTO PARTS	103.60
Total :						129.92
159514	6/23/2020	107011 GARDENA VALLEY NEWS, INC.	00095926		NOTICE OF PUBLIC HEARING - AMEND	224.00
			00095927		NOTICE OF PUBLIC HEARING - SITE PL	199.50
			00096072		NOTICE OF PUBLIC HEARING - ZONIN	252.00
			00096161		SUMMARY OF ORDINANCE NO. 1817 -	94.50
			00096162		SUMMARY OF ORDINANCE NO. 1818 -	94.50
			00096225		NOTICE OF PUBLIC HEARING - AMEND	210.00
			00096226		NOTICE OF PUBLIC HEARING - SITE PL	203.00
			00096397		NOTICE OF PUBLIC HEARING - APPRO	476.00
			00096398		NOTICE OF PUBLIC HEARING - APPRC	500.50
			00096743		NOTICE OF PUBLIC HEARING - SITE PL	122.50
Total :						2,376.50
159515	6/23/2020	619005 GAS COMPANY, THE	060120		GAS	3,316.46
Total :						3,316.46
159516	6/23/2020	111406 GLEN, SHARON	RECEIPT#263/75136		REFUND - EVENT CANCELED DUE TO	30.00
Total :						30.00
159517	6/23/2020	111171 GLOBAL HEALTHCARE PRODUCT, SOLUTIONS	GHS0200492	037-09942	COVID-19 EMERGENCY SUPPLIES - HA	3,115.06
Total :						3,115.06
159518	6/23/2020	619004 GOLDEN STATE WATER CO.	060920		WATER	20,099.03
Total :						20,099.03
159519	6/23/2020	107513 GRAINGER	9501823414		COVID-19 EMERGENCY SUPPLIES	437.14
			9515877190		COVID-19 EMERGENCY SUPPLIES	437.14
			9534259370		STREET MAINT SUPPLIES	68.69

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159519	6/23/2020	107513 107513 GRAINGER	(Continued)		Total :	942.97
159520	6/23/2020	110435 GUERRERO, ANGELICA	MAY 2020		CHILD CARE PROVIDER	9,115.00
					Total :	9,115.00
159521	6/23/2020	111396 GUTIERREZ, LETICIA	RECEIPT#183/74920		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159522	6/23/2020	111413 HALL, IMANII	RECEIPT#62133158450		REFUND - RESERVATION CANCELED C	225.00
					Total :	225.00
159523	6/23/2020	111411 HEARD, CHERYL	RECEIPT#283/75265		REFUND - EVENT CANCELED DUE TO	25.00
					Total :	25.00
159524	6/23/2020	111382 HECHT, ANDREA	RECEIPT#183/75325		REFUND - EVENT CANCELED DUE TO	55.00
					Total :	55.00
159525	6/23/2020	108607 HENDERSON-BATISTE, TANEKA	MAY 2020		CHILD CARE PROVIDER	3,340.00
					Total :	3,340.00
159526	6/23/2020	111409 HESTER, LATOYA	RECEIPT#183/75178		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159527	6/23/2020	108434 HOME DEPOT CREDIT SERVICES	4901821 5322694		PD PROGRAM SUPPLIES GTRANS MAINT SUPPLIES	18.35 286.57
					Total :	304.92
159528	6/23/2020	108430 HOME PIPE & SUPPLY	F22687		BLDG MAINT SUPPLIES	10.90
					Total :	10.90
159529	6/23/2020	111048 HOOPER, MECHELLE	RECEIPT#183/75559		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159530	6/23/2020	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	38534 38536		PD PROGRAM SUPPLIES PD AUTO PARTS	261.48 473.13
					Total :	734.61
159531	6/23/2020	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	170040841		GTRANS AUTO PARTS	156.15

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159531	6/23/2020	106714	106714 INTERSTATE BATTERIES OF, CALIFORNI (Continued)		Total :	156.15	
159532	6/23/2020	100084	INTIME	10298	035-00997	INTIME ISELINK SERVICES RENEWAL -	12,340.00
					Total :	12,340.00	
159533	6/23/2020	111395	IWASAKI, JONI	RECEIPT#14/74866	REFUND - EVENT CANCELED DUE TO I	30.00	
					Total :	30.00	
159534	6/23/2020	110733	J & S PROPERTY MANAGEMENT AND, MAINTI 4780	037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.00	
					Total :	1,295.00	
159535	6/23/2020	111381	JACKSON, KATHY	RECEIPT#183/75029	REFUND - EVENT CANCELED DUE TO I	25.00	
					Total :	25.00	
159536	6/23/2020	111388	JACKSON, LISA	RECEIPT#14/74847	REFUND - EVENT CANCELED DUE TO I	30.00	
					Total :	30.00	
159537	6/23/2020	108555	JALISCO TIRE & AUTO REPAIR	060220	(4) TIRES MOUNT & BALANCE	50.00	
				06022020	MOUNT & BALANCE TIRE	15.00	
				60220	FLAT REPAIR	10.00	
					Total :	75.00	
159538	6/23/2020	110010	JANEK CORPORATION, THE	108419	GTRANS SHOP SUPPLIES	1,752.00	
				108420	GTRANS SHOP SUPPLIES	1,971.00	
					Total :	3,723.00	
159539	6/23/2020	105226	JEKAL FAMILY CHILD CARE	MAY 2020	CHILD CARE PROVIDER	6,070.00	
					Total :	6,070.00	
159540	6/23/2020	107192	KENNICK, TAMARA	RECEIPT#183/75368	REFUND - EVENT CANCELED DUE TO I	30.00	
					Total :	30.00	
159541	6/23/2020	110456	KHAIRZADA FAMILY CHILD CARE	MAY 2020	CHILD CARE PROVIDER	3,677.00	
					Total :	3,677.00	
159542	6/23/2020	110677	KOFF & ASSOCIATES, INC	6155	023-01218	PROFESSIONAL SERVICES - JOB CLAS	8,131.50
				6212	023-01218	PROFESSIONAL SERVICES - JOB CLAS	5,421.00

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159542	6/23/2020	110677 110677 KOFF & ASSOCIATES, INC	(Continued)		Total :	13,552.50
159543	6/23/2020	105900 KONECRANES, INC.	154292768		PREVENTATIVE MAINT & INSPECTION	525.00
					Total :	525.00
159544	6/23/2020	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	20051105764	024-00587	TRAFFIC SIGNAL MAINT - HIGHWAY SA	4,013.34
					Total :	4,013.34
159545	6/23/2020	109939 LA UNIFORMS & TAILORING	3871		PD UNIFORM SUPPLIES	12.13
			3873		PD UNIFORM SUPPLIES	322.43
			3930		PD UNIFORM SUPPLIES	507.76
			4015		PD UNIFORM SUPPLIES	220.44
			4016		PD UNIFORM SUPPLIES	11.03
			4017		PD UNIFORM SUPPLIES	11.03
			4384		PD UNIFORM SUPPLIES	93.60
			5088		PD UNIFORM SUPPLIES	306.00
			5177		PD UNIFORM SUPPLIES	732.28
			5178		PD UNIFORM SUPPLIES	715.80
			5179		PD UNIFORM SUPPLIES	715.80
			5411		PD UNIFORM SUPPLIES	540.94
					Total :	4,189.24
159546	6/23/2020	112015 LACERDA, DALVANICE	MAY 2020		CHILD CARE PROVIDER	8,243.00
					Total :	8,243.00
159547	6/23/2020	112014 LAKESHORE LEARNING MATERIALS	1017160620	331-00048	FCC PROGRAM SUPPLIES	54.73
			1017170620	331-00048	FCC PROGRAM SUPPLIES	54.73
			1026390620	331-00048	FCC PROGRAM SUPPLIES	117.14
			1031540620	331-00048	FCC PROGRAM SUPPLIES	512.46
			1033150620	331-00048	FCC PROGRAM SUPPLIES	86.40
			1033520620	331-00048	FCC PROGRAM SUPPLIES	125.22
			1044320620	331-00048	FCC PROGRAM SUPPLIES	162.07
			1044940620	331-00048	FCC PROGRAM SUPPLIES	161.97
			1046630620	331-00048	FCC PROGRAM SUPPLIES	31.68
			1048870620	331-00048	FCC PROGRAM SUPPLIES	21.85
			1051630620	331-00048	FCC PROGRAM SUPPLIES	149.85
			1053280620	331-00048	FCC PROGRAM SUPPLIES	115.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159547	6/23/2020	112014 LAKESHORE LEARNING MATERIALS	(Continued)			
			1054180620	331-00048	FCC PROGRAM SUPPLIES	149.91
			1054740620	331-00048	FCC PROGRAM SUPPLIES	60.20
			1059400620	331-00048	FCC PROGRAM SUPPLIES	54.73
			1060870620	331-00048	FCC PROGRAM SUPPLIES	143.37
			1072370620	331-00048	FCC PROGRAM SUPPLIES	1,013.93
			4333570620	331-00048	FCC PROGRAM SUPPLIES	165.33
					Total :	3,181.05
159548	6/23/2020	110257 LAPENNA-HUDA, ELISABETTA	0165	037-09922	EXECUTIVE COACHING SESSIONS	7,635.00
					Total :	7,635.00
159549	6/23/2020	111418 LARA, JORGE	PERMIT #50019-0553		PERMIT DEPOSIT REFUND -14822 S.	5,000.00
					Total :	5,000.00
159550	6/23/2020	110777 LEARN N PLAY FAMILY DAYCARE	MAY 2020		CHILD CARE PROVIDER	3,540.00
					Total :	3,540.00
159551	6/23/2020	212411 LEE, ERICK	060920		MEDICAL REIMBURSEMENT	2,400.00
					Total :	2,400.00
159552	6/23/2020	108023 LEXIPOL LLC	INV980	035-00998	LAW ENFORCEMENT POLICY MANUAL	16,062.00
					Total :	16,062.00
159553	6/23/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20200531		MONTHLY SUBSCRIPTION FEE	491.96
					Total :	491.96
159554	6/23/2020	112260 LIEBERT CASSIDY WHITMORE	1497530		PROFESSIONAL SERVICES	76.00
			1497531		PROFESSIONAL SERVICES	93.40
			1497532		PROFESSIONAL SERVICES	2,266.00
			1497534		PROFESSIONAL SERVICES	2,795.50
			1497535		PROFESSIONAL SERVICES	438.00
			1497536	023-01277	PROFESSIONAL SERVICES	21,829.20
			1497537		PROFESSIONAL SERVICES	5,782.50
					Total :	33,280.60
159555	6/23/2020	102233 LITTLE PEOPLE DAY CARE	MAY 2020		CHILD CARE PROVIDER	4,834.00

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159555	6/23/2020	102233 102233 LITTLE PEOPLE DAY CARE	(Continued)		Total :	4,834.00
159556	6/23/2020	108807 LOCKE LORD LLP	1578208		PROFESSIONAL SERVICES	1,902.90
					Total :	1,902.90
159557	6/23/2020	112855 LOS AMIGOS GOLF COURSE	061520		GRAGA TOURNAMENT 07/11/20	1,100.00
					Total :	1,100.00
159558	6/23/2020	111380 MADRID, MICHELE	RECEIPT#183/74877		REFUND - EVENT CANCELED DUE TO	25.00
					Total :	25.00
159559	6/23/2020	107951 MARK HANDLER & ASSOCIATES	MAY 2020	032-00045	BUILDING INSPECTION SERVICES	10,627.50
					Total :	10,627.50
159560	6/23/2020	111402 MARTIN, ARNETTE	RECEIPT#183/75465		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159561	6/23/2020	107644 MARTINEZ, CHERYL NAOMI	MAY 2020		CHILD CARE PROVIDER	6,048.00
					Total :	6,048.00
159562	6/23/2020	104773 MARTINEZ, KAMBY	MAY 2020		CHILD CARE PROVIDER	7,017.00
					Total :	7,017.00
159563	6/23/2020	111379 MATSUZAKI, MIKIKO	RECEIPT#183/74405		REFUND - EVENT CANCELED DUE TO	50.00
					Total :	50.00
159564	6/23/2020	111397 MCALLISTER, MINNIE	RECEIPT#183/75076		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159565	6/23/2020	113064 MCMASTER-CARR SUPPLY COMPANY	40238606 40357028 40722336		COVID-19 EMERGENCY MAINT SUPPLI GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	909.75 -700.80 447.95
					Total :	656.90
159566	6/23/2020	111410 MENDOZA, SHERI	RECEIPT#183/74956		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159567	6/23/2020	111403 MERRICK, LAVERNE	RECEIPT#183/74921		REFUND - EVENT CANCELED DUE TO	30.00

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159567	6/23/2020	111403 111403 MERRICK, LAVERNE	(Continued)		Total :	30.00
159568	6/23/2020	111414 MIUCCIO, FRANK	RECEIPT#62124875605		REFUND - RESERVATION CANCELED C	320.00
					Total :	320.00
159569	6/23/2020	110917 MOTOROLA SOLUTIONS, INC	16106940	035-00993	(10) MOTOROLA, APX 900 PORTABLE I	23,930.50
					Total :	23,930.50
159570	6/23/2020	107505 MOUSER ELECTRONICS, INC.	56961035		GTRANS AUTO SUPPLIES	84.92
					Total :	84.92
159571	6/23/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	467036		PROPANE GAS	512.32
					Total :	512.32
159572	6/23/2020	105622 N/S CORPORATION	0099812	037-09871	GTRANS BUS WASH EQUIPMENT MAIN	385.00
					Total :	385.00
159573	6/23/2020	110819 NORTHERN SAFETY CO., INC.	904010260		GTRANS MAINT SUPPLIES	56.01
					Total :	56.01
159574	6/23/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	67964888		RANDOM BAT, DOT RECERT - L.ALFOR	197.50
			67966637		RANDOM BAT, UDS- J.BARENO, J.RUDI	235.50
			68022620		RANDOM DOT RECERT - J.HOFFMAN,	412.00
			68085253		DOT RECERT, INJURY CARE - N.ACOS	478.50
			68085351		DOT RECERT - D.MARQUEZ, L.LEWIS	206.00
					Total :	1,529.50
159575	6/23/2020	115168 OFFICE DEPOT	465839493-004		COVID-19 EMERGENCY SUPPLIES	7.16
			466172891		COVID-19 EMERGENCY SUPPLIES	27.18
			486259874		CM OFFICE SUPPLIES	24.08
			488436390		PD OFFICE SUPPLIES	65.59
			488463625		PD OFFICE SUPPLIES	47.51
			488464074		PD OFFICE SUPPLIES	8.27
			491440267		PD OFFICE SUPPLIES	639.92
			493717596		FINANCE OFFICE SUPPLIES	45.09
					Total :	864.80
159576	6/23/2020	111358 O'REILLY AUTO PARTS	403407		GTRANS AUTO PARTS	-49.26

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159576	6/23/2020	111358 O'REILLY AUTO PARTS	(Continued) 404926		PW AUTO PARTS	98.29
					Total :	49.03
159577	6/23/2020	115810 ORKIN PEST CONTROL	199859549		PEST CONTROL - ACCT #27336703	230.90
			199859610		PEST CONTROL - ACCT #27336703	230.90
			199859621		PEST CONTROL - ACCT #27336703	230.90
			201271264		COVID-19 EMERGENCY PEST CONTRC	1,989.00
					Total :	2,681.70
159578	6/23/2020	109890 OWUSU FAMILY CHILD CARE	MAY 2020		CHILD CARE PROVIDER	9,963.00
					Total :	9,963.00
159579	6/23/2020	110403 PENN RECORDS MANAGEMENT	0117527		OFF-SITE STORAGE SERVICES - MAY ;	51.00
					Total :	51.00
159580	6/23/2020	108628 PETROLEUM MARKETING EQUIPMENT	3126405		PW MAINT SUPPLIES	1,760.24
			3126813		PW MAINT SUPPLIES	78.03
			3126902		PW AUTO SUPPLIES	28.28
					Total :	1,866.55
159581	6/23/2020	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0420201211	035-00947	PARKING CONTRACT SERVICES - APR	87.60
			042020211	035-00947	PARKING CONTRACT SERVICES - APR	4,533.38
					Total :	4,620.98
159582	6/23/2020	111423 PIAO, LIAN	DR #20-0689		RETURN MONEY BOOKED AS EVIDENC	1,173.00
					Total :	1,173.00
159583	6/23/2020	105574 PINNACLE PETROLEUM, INC.	0222560	037-09928	87 OCTANE REGULAR UNLEADED CAF	19,406.33
			0222561	037-09928	87 OCTANE REGULAR UNLEADED CAF	19,410.77
					Total :	38,817.10
159584	6/23/2020	116225 PLUMBERS DEPOT, INC.	PD-45307		SEWER PROGRAM SUPPLIES	235.43
					Total :	235.43
159585	6/23/2020	111427 PRECIADO, KIARA	UNIFORM		ADVANCED UNIFORM ALLOWANCE	350.00
					Total :	350.00

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159586	6/23/2020	102677 PROVIDENCE HEALTH & SERVICES	1010125 06/05/20 600000283 05/05/20		SART EXAM PRE-EMPLOY PHYS, DRUG SCREEN, I-	800.00 570.00
					Total :	1,370.00
159587	6/23/2020	106092 PRUDENTIAL OVERALL SUPPLY	41030620 42523427 42525472 42525475 42525476 42525477 42525478 42525479		CUSTODIAL SUPPLIES UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL UNIFORM & SUPPLY RENTAL SUPPLY RENTAL - MATS - PD SUPPLY RENTAL - MATS - HS SUPPLY RENTAL - MATS - NCC SUPPLY RENTAL - MATS - CH	1,022.51 243.75 784.81 74.46 91.60 11.60 13.65 19.00
					Total :	2,261.38
159588	6/23/2020	110928 QLESS, INC.	8802	032-00061	QLESS SYSTEMS SOFTWARE VIRTUAL	2,625.00
					Total :	2,625.00
159589	6/23/2020	103072 REACH	062120		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
159590	6/23/2020	118142 REFRIGERATION SUPPLIES, DISTRIBUTOR	48408438		CITYWIDE FACILITY SUPPLIES	1,995.04
					Total :	1,995.04
159591	6/23/2020	105768 REPAIR MACHINE & ENG., INC.	218417		REPAIR ALUMINUM TANK	130.00
					Total :	130.00
159592	6/23/2020	118476 RICOH USA, INC.	33530359 33530403 33530516 33530540 33530638 33530899 33530914 33531195 33531352 33531396 33531533		RICOH MPC3503 COPIER LEASE - HS~ RICOH MPC3503 COPIER LEASE - CD~ RICOH PRO8100SE COPIER LEASE - PI RICOH MPC6502SP COPIER LEASE - P RICOH MPC3503 COPIER LEASE - ADM RICOH DD6650P COPIER LEASE - PRIN RICOH MPC3503 COPIER LEASE - SR. I RICOH PRO8100S COPIER LEASE - PR RICOH MPC3503 COPIER LEASE - REC RICOH MPC3503 COPIER LEASE - FCC RICOH MPC3503 COPIER LEASE - CHIE	108.31 126.28 339.87 304.27 111.20 552.46 110.69 378.38 133.07 207.80 127.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159592	6/23/2020	118476 RICOH USA, INC.	(Continued)			
			33531698		RICOH MPC3503 COPIER LEASE - CLEI	118.14
			33532026		RICOH MPC3503 COPIER LEASE - CM -	186.09
			33532258		RICOH MPC8003 COPIER LEASE - PD 5	172.40
			33532295		RICOH LEASE CHARGES - VARIOUS	1,505.51
			33532535		RICOH MPC3503 COPIER LEASE - PW-	135.13
			33532644		RICOH MPC3503 COPIER LEASE - GTR	124.97
					Total :	4,742.30
159593	6/23/2020	111405 ROBINSON, TINA	RECEIPT#183/75081		REFUND - EVENT CANCELED DUE TO I	30.00
					Total :	30.00
159594	6/23/2020	110205 ROSS & BARUZZINI, INC.	39171	037-09901	ONSULTING SERVICES FOR MACRO C	10,183.71
					Total :	10,183.71
159595	6/23/2020	111389 ROZUL, ROSEMARIE	RECEIPT#183/75126		REFUND - EVENT CANCELED DUE TO I	30.00
					Total :	30.00
159596	6/23/2020	119126 S.B.R.P.C.A.	03856		PD AUTO PARTS	1,131.50
			03857		PD AUTO PARTS	358.31
			03861		PD AUTO PARTS	1,131.50
			03863		PD AUTO PARTS	153.63
			03864	035-01005	PD AUTO PARTS - SOFTWARE FOR MC	2,458.60
			03866		PD AUTO PARTS	358.31
			03867		PD AUTO PARTS	435.49
					Total :	6,027.34
159597	6/23/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92415		PD PROGRAM SUPPLIES	836.00
					Total :	836.00
159598	6/23/2020	119016 SAM'S CLUB	0152738CM-03JMA		REC PROGRAM SUPPLIES CREDIT	-82.04
			1307 2020		FCC PROGRAM SUPPLIES	642.88
					Total :	560.84
159599	6/23/2020	111408 SANCHEZ, MARCO	RECEIPT#14/74834		REFUND - EVENT CANCELED DUE TO I	30.00
					Total :	30.00
159600	6/23/2020	119045 SAXE-CLIFFORD, PH.D., SUSAN	20-0528-2		PSYCHOLOGICAL EVALUATIONS	900.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159600	6/23/2020	119045 119045 SAXE-CLIFFORD, PH.D., SUSAN	(Continued)		Total :	900.00
159601	6/23/2020	108654 SECTRAN SECURITY INC.	20060612		ARMORED TRANSPORTATION SERVICE	181.21
					Total :	181.21
159602	6/23/2020	106050 SHEHATA, AMY	MAY 2020		CHILD CARE PROVIDER	7,967.00
					Total :	7,967.00
159603	6/23/2020	109918 SHIGE'S FOREIGN CAR SERVICE	78668		2014 FORD INTRCPT #1442351 BRAKE	696.08
			78725		2014 FORD INTRCPT #1442351 BATTEF	250.33
			78968		2018 FORD INTRCPT #1554674 BRAKE	873.09
			79007		2018 FORD INTRCPT #1554895 BATTEF	146.16
			79135		2012 CHEVY TAHOE #1089042 SERVICE	639.75
			79137		2011 CHEVY TAHOE #1326997 BATTER	350.26
			79252		2015 FORD INTRCPTR #1462934 BRAK	571.53
			79266		2017 FORD INTRCPTR #1368929 SERVI	718.21
			79272		2019 FORD INTRCPTR #1576878 BRAK	345.70
			79311		2015 FORD INTRCPTR #1462933 SERVI	240.01
			79312		2015 CHEVY TAHOE #7HED092 SERVIC	195.48
			79349		2015 CHEVY TAHOE #7HED092 FUEL C	32.84
					Total :	5,059.44
159604	6/23/2020	119248 SIDEBOTHAM, RICHARD	09022 06/01/20		MONTHLY SERVICE - COUNTING MACH	300.00
					Total :	300.00
159605	6/23/2020	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	MAY 2020		CHILD CARE PROVIDER	5,220.00
					Total :	5,220.00
159606	6/23/2020	111407 SIMPSON, OWEN	RECEIPT#283/74865		REFUND - EVENT CANCELED DUE TO I	60.00
					Total :	60.00
159607	6/23/2020	119361 SMART & FINAL IRIS CO.	026896		REC PROGRAM SUPPLIES	47.94
					Total :	47.94
159608	6/23/2020	109531 SMILLIN, MAGE	MAY 2020		CHILD CARE PROVIDER	8,773.00
					Total :	8,773.00
159609	6/23/2020	111378 SMITH CHATMAN, YVETTE	RECEIPT#183/74642		REFUND - EVENT CANCELED DUE TO I	50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159609	6/23/2020	111378 111378 SMITH CHATMAN, YVETTE	(Continued)		Total :	50.00
159610	6/23/2020	111386 SOLOMON, TRACY	RECEIPT#283/75438		REFUND - RESERVATION CANCELED E	290.00
					Total :	290.00
159611	6/23/2020	619003 SOUTHERN CALIFORNIA EDISON	060220		LIGHT & POWER	25,792.81
					Total :	25,792.81
159612	6/23/2020	108238 SPARKLETTS	15638236 052220		DRINKING WATER FILTRATION SYSTEM	37.00
					Total :	37.00
159613	6/23/2020	104126 SPECTRUM SOLUTIONS	0027122061120		CABLE & INTERNET SERVICES - CITYV	4,757.02
					Total :	4,757.02
159614	6/23/2020	104453 SPICERS PAPER, INC.	2444554	023-01227	8.5X11 HUSKY COPY PAPER - 40CS, ~	1,868.62
			2444697	023-01227	8.5X11 MOHAWK COLOR COPY PAPER	484.19
					Total :	2,352.81
159615	6/23/2020	103044 SPRINT	LCI-336241		L-SITE GPS ~	1,080.00
					Total :	1,080.00
159616	6/23/2020	119594 STANLEY PEST CONTROL	0520		PEST CONTROL SERVICE - 1670 W 162	654.00
					Total :	654.00
159617	6/23/2020	119010 STAPLES ADVANTAGE	3445591058		ENGINEERING OFFICE SUPPLIES	166.94
			3446611144		PW OFFICE SUPPLIES	67.51
					Total :	234.45
159618	6/23/2020	220418 TALISON, LUCILLE	MAY 2020		CHILD CARE PROVIDER	2,020.00
					Total :	2,020.00
159619	6/23/2020	110877 TAYLORING MINDS FAMILY CHILD, CARE	MAY 2020		CHILD CARE PROVIDER	3,960.00
					Total :	3,960.00
159620	6/23/2020	106870 TENDER LOVING CARE CATERING, INC.	06/01-06/15/20	034-00411	SENIOR FEEDING PROGRAM	22,218.35
					Total :	22,218.35
159621	6/23/2020	110238 TIREHUB, LLC	14239219		TIRES - GY ASSUR ALL SEASON BW 91	279.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159621	6/23/2020	110238 110238 TIREHUB, LLC	(Continued)		Total :	279.75
159622	6/23/2020	109411 TITAN LEGAL SERVICES, INC.	SU335336-01-01		PROFESSIONAL SERVICES	88.50
			SU335336-02-01		PROFESSIONAL SERVICES	92.57
			SU335336-03-01		PROFESSIONAL SERVICES	154.20
			SU335336-04-01		PROFESSIONAL SERVICES	54.00
					Total :	389.27
159623	6/23/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1183859		GTRANS AUTO PARTS	216.92
			1187084		GTRANS AUTO PARTS	880.39
			1187432		GTRANS AUTO PARTS	45.75
			1188275		GTRANS AUTO PARTS	1,030.96
			1188690		GTRANS AUTO PARTS	1,091.48
			1189772		GTRANS AUTO PARTS	41.87
			1190094		GTRANS AUTO PARTS	11,133.76
				037-09916		
			1190295		GTRANS AUTO PARTS	46.04
			CM1179827		GTRANS AUTO PARTS	-8,287.50
			CM1190094		GTRANS AUTO PARTS	-3,315.00
					Total :	2,884.67
159624	6/23/2020	111393 TONEY, BARBARA	RECEIPT#111393		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159625	6/23/2020	111417 TRUSTPOINT ONE	48121		PROFESSIONAL SERVICES	1,142.00
					Total :	1,142.00
159626	6/23/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	AYERS 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	109.48
			BARRAGAN 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	896.00
			BOWLING 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	104.64
			CRESPO 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	200.00
			JONES 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	686.09
			NOLAN 04/22/20		CAL CARD STATEMENT 03/24-04/22/20	74.50
			NOLAN 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	89.52
			PD TRAINING 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	1,667.42
			PD TRAINING2 5/22/20		CAL CARD STATEMENT 04/23-05/22/20	339.30
			PD TRAINING3 5/22/20		CAL CARD STATEMENT 04/23-05/22/20	-429.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159626	6/23/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
				S		
			RECREATION 01/22/20		CAL CARD STATEMENT 12/24-01/22/20	1,480.31
			RECREATION 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	1,334.59
			SANTIN 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	3,374.13
			VERCELES 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	739.11
					Total :	10,666.02
159627	6/23/2020	109220 U.S. BANK EQUIPMENT FINANCE	415553205		RICOH MPC4503 COPIER LEASE - CD~	150.81
					Total :	150.81
159629	6/23/2020	107274 U.S. TOW, INC.	00029	037-09938	TOWING SERVICES FOR BUS #1501	60.00
			00031	037-09938	TOWING SERVICES FOR BUS #708	60.00
			00032	037-09938	TOWING SERVICES FOR BUS #719	60.00
			00033	037-09938	TOWING SERVICES FOR BUS #722	60.00
			00039	037-09938	TOWING SERVICES FOR BUS #712	60.00
			00040	037-09938	TOWING SERVICES FOR BUS #2917	60.00
			00041	037-09938	TOWING SERVICES FOR BUS #779	60.00
			00042	037-09938	TOWING SERVICES FOR BUS #2918	60.00
			00045	037-09938	TOWING SERVICES FOR BUS #2917	60.00
			00046	037-09938	TOWING SERVICES FOR BUS #714	60.00
			00082	037-09938	TOWING SERVICES FOR BUS #508	30.00
			00094	037-09938	TOWING SERVICES FOR BUS #574	60.00
			00095	037-09938	TOWING SERVICES FOR BUS #575	60.00
			00105	037-09938	TOWING SERVICES FOR BUS #581	33.00
			00132	037-09938	TOWING SERVICES FOR BUS #766	60.00
			00133	037-09938	TOWING SERVICES FOR BUS #772	60.00
			00762	037-09938	TOWING SERVICES FOR BUS #738	60.00
			00763	037-09938	TOWING SERVICES FOR BUS #707	60.00
			00769	037-09938	TOWING SERVICES FOR BUS #737	60.00
			00771	037-09938	TOWING SERVICES FOR BUS #724	60.00
			00772	037-09938	TOWING SERVICES FOR BUS #728	60.00
			00773	037-09938	TOWING SERVICES FOR BUS #732	60.00
			00774	037-09938	TOWING SERVICES FOR BUS #719	60.00
			00775	037-09938	TOWING SERVICES FOR BUS #719	60.00
			00778	037-09938	TOWING SERVICES FOR BUS #729	60.00
			00779	037-09938	TOWING SERVICES FOR BUS #731	60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159629	6/23/2020	107274 U.S. TOW, INC.	(Continued)			
			00781	037-09938	TOWING SERVICES FOR BUS #707	60.00
			00783	037-09938	TOWING SERVICES FOR BUS #716	60.00
			00784	037-09938	TOWING SERVICES FOR BUS #706	60.00
			00786	037-09938	TOWING SERVICES FOR BUS #733	60.00
			00787	037-09938	TOWING SERVICES FOR BUS #730	60.00
			00788	037-09938	TOWING SERVICES FOR BUS #876	65.00
			00789	037-09938	TOWING SERVICES FOR BUS #2918	60.00
			00790	037-09938	TOWING SERVICES FOR BUS #779	60.00
			00791	037-09938	TOWING SERVICES FOR BUS #762	60.00
			00792	037-09938	TOWING SERVICES FOR BUS #707	111.00
			00793	037-09938	TOWING SERVICES FOR BUS #738	60.00
			00794	037-09938	TOWING SERVICES FOR BUS #722	60.00
			00796	037-09938	TOWING SERVICES FOR BUS #714	60.00
			00797	037-09938	TOWING SERVICES FOR BUS #722	60.00
			00798	037-09938	TOWING SERVICES FOR BUS #711	60.00
			00799	037-09938	TOWING SERVICES FOR BUS #707	111.00
			00814	037-09938	TOWING SERVICES FOR BUS #716	60.00
			00821	037-09938	TOWING SERVICES FOR BUS #707	60.00
			03307	037-09938	TOWING SERVICES FOR BUS #721	60.00
			03485	037-09938	TOWING SERVICES FOR BUS #719	60.00
Total :						2,810.00
159630	6/23/2020	104692 ULINE	120012663		PD PROGRAM SUPPLIES	108.76
			120511166		BUS SHOP SUPPLIES	597.93
Total :						706.69
159631	6/23/2020	105549 VALDEZ, MATILDE	MAY 2020		CHILD CARE PROVIDER	7,960.00
Total :						7,960.00
159632	6/23/2020	122050 VERIZON WIRELESS	9852932594		REC CELL PHONE SERVICE~	423.51
			9854987111		REC CELL PHONE SERVICE~	458.24
Total :						881.75
159633	6/23/2020	104139 VERONICA TAM & ASSOCIATES, LLC	2639	032-00059	CONSULTANT SERVICES - HOUSING E	4,820.00
Total :						4,820.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159634	6/23/2020	111371 VERSADIAL	VS8325	037-09945	GTRANS VOIP RECORDING SOFTWARE	2,720.00
Total :						2,720.00
159635	6/23/2020	107048 VIGILANT SOLUTIONS, LLC	31711	035-01006	ANNUAL SUBSCRIPTION RENEWAL	2,250.00
Total :						2,250.00
159636	6/23/2020	108902 VIRICITI LLC	1324	037-09944	DATA COLLECTION FOR ELECTRIC BU:	4,848.00
			1408	037-09944	DATA COLLECTION FOR ELECTRIC BU:	1,212.00
Total :						6,060.00
159637	6/23/2020	108342 VIVINT SOLAR DEVELOPMENT LLC	PERMIT #50019-1249		PERMIT DEPOSIT REFUND - 15326 SPII	2,192.23
Total :						2,192.23
159638	6/23/2020	108353 WALTERS WHOLESALE ELECTRIC CO	S115432465		GTRANS MAINT SUPPLIES	1,970.86
Total :						1,970.86
159639	6/23/2020	123154 WEST COAST ARBORISTS, INC.	158111	024-00594	TREE TRIMMING SERVICES FY 2020	1,700.00
Total :						1,700.00
159640	6/23/2020	110370 WESTERN COLLISION CENTER, INC	1033	035-00996	2018 FORD EXPLR #1554674 BODY REI	3,424.28
Total :						3,424.28
159641	6/23/2020	119387 WEX BANK	65855961		FUEL PURCHASES	152.46
Total :						152.46
159642	6/23/2020	111385 WILSON, JUNE	RECEIPT#183/75016		REFUND - EVENT CANCELED DUE TO I	25.00
Total :						25.00
159643	6/23/2020	103956 WORTHINGTON FORD	6045978	035-01001	2016 FORD ULTL #1488055 - DIAGNOSE	2,218.86
Total :						2,218.86
159644	6/23/2020	103601 YINCOM	6676		COMPUTER REPLACEMENT PARTS	766.42
Total :						766.42
159645	6/23/2020	110790 ZAINO TENNIS COURTS, INC	1424	034-00437	BELL PARK RENOVATION PROJECT	5,600.00
Total :						5,600.00
159646	6/23/2020	107051 ZAVALITA, MARITZA	MAY 2020		CHILD CARE PROVIDER	2,600.00

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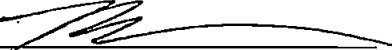
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159646	6/23/2020	107051 107051 ZAVALETA, MARITZA	(Continued)			Total : 2,600.00
159647	6/23/2020	126122 ZEP SALES & SERVICE	9005153184		BUS SHOP SUPPLIES	109.85
						Total : 109.85
159648	6/23/2020	111421 ZHANG, GUSHAN	DR #20-0689		RETURN MONEY BOOKED AS EVIDENC	120.00
						Total : 120.00
207 Vouchers for bank code : usb						Bank total : 2,005,847.40
207 Vouchers in this report						Total vouchers : 2,005,847.40

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 24 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 24 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:

_____	06/23/20
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

CITY OF GARDENA



INVESTMENT REPORT **May 2020**



| City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

MAY 1, 2020 THROUGH MAY 31, 2020

Chandler Team:

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

CHANDLER ASSET MANAGEMENT
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 May 31, 2020



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.72
Average Coupon	1.56%
Average Purchase YTM	1.25%
Average Market YTM	0.70%
Average S&P/Moody Rating	AA-/Aa2
Average Final Maturity	0.81 yrs
Average Life	0.74 yrs

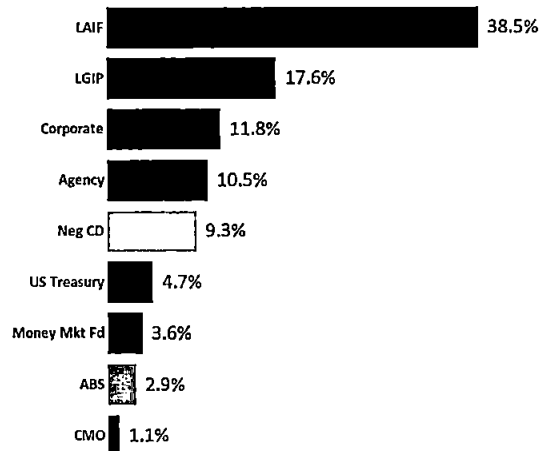
ACCOUNT SUMMARY

	Beg. Values as of 4/30/20	End Values as of 5/31/20
Market Value	34,191,059	37,808,198
Accrued Interest	92,088	92,941
Total Market Value	34,283,147	37,901,139
Income Earned	54,326	49,357
Cont/WD		
Par	27,789,923	31,334,814
Book Value	33,741,800	37,290,253
Cost Value	33,751,027	37,301,860

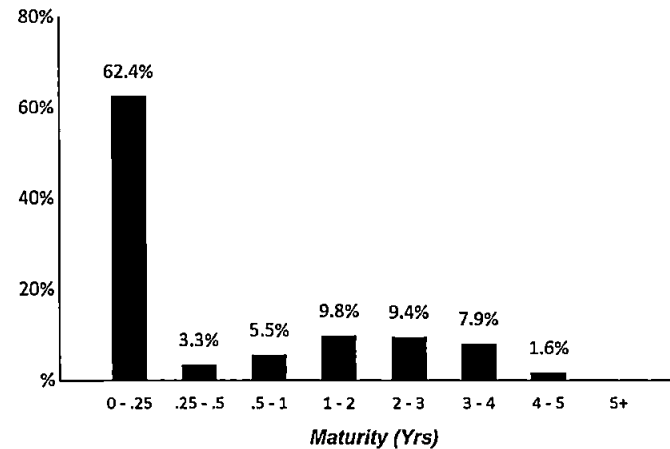
TOP ISSUERS

Local Agency Investment Fund	38.5%
CalTrust	17.6%
Federal Home Loan Bank	5.5%
Government of United States	4.7%
First American Govt Oblig Fund	3.6%
Federal Home Loan Mortgage Corp	2.9%
Federal National Mortgage Assoc	1.7%
Federal Farm Credit Bank	1.6%
Total	76.0%

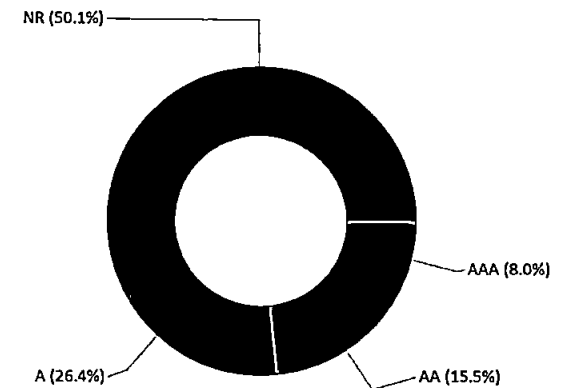
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of May 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
ABS									
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	61,386.90	02/19/2019 2.77%	61,382.95 61,384.89	100.61 0.57%	61,762.69 60.96	0.16% 377.80	NR / AAA AAA	1.31 0.28
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	30,660.46	02/06/2019 2.91%	30,347.87 30,500.66	100.20 0.68%	30,723.26 24.80	0.08% 222.60	Aaa / NR AAA	1.38 0.18
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	101,437.70	02/05/2019 3.14%	100,237.10 100,772.68	100.51 0.54%	101,957.94 70.70	0.27% 1,185.26	Aaa / AAA NR	1.64 0.37
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	144,506.99	10/30/2019 2.18%	144,710.20 144,663.34	100.47 1.09%	145,187.59 146.43	0.38% 524.25	Aaa / NR AAA	1.96 0.39
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	175,000.00	08/29/2019 1.98%	178,739.26 177,941.09	102.69 0.54%	179,703.65 247.33	0.47% 1,762.56	Aaa / AAA NR	2.79 1.00
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	250,000.00	08/27/2019 1.87%	255,205.08 254,188.29	102.14 1.07%	255,357.00 323.33	0.67% 1,168.71	Aaa / NR AAA	3.13 1.15
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,000.00	08/20/2019 1.79%	114,999.05 114,999.29	101.64 0.83%	116,886.92 90.98	0.31% 1,887.63	Aaa / AAA NR	3.21 1.71
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,994.71	102.44 0.61%	81,955.20 47.42	0.22% 1,960.49	NR / AAA AAA	3.90 1.81
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	120,000.00	10/16/2019 1.94%	119,993.66 119,994.47	102.42 0.72%	122,901.72 102.93	0.32% 2,907.25	Aaa / AAA NR	4.13 1.97
Total ABS		1,077,992.05	2.13%	1,085,609.00 1,084,439.42	0.80%	1,096,435.97 1,114.88	2.90% 11,996.55	Aaa / AAA AAA	2.81 1.08

AGENCY									
313384D55	FHLB Discount Note 0.145% Due 8/26/2020	800,000.00	05/28/2020 0.15%	799,710.00 799,722.89	99.97 0.15%	799,722.89 0.00	2.11% 0.00	P-1 / A-1+ F-1+	0.24 0.24
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	320,000.00	12/19/2019 1.68%	319,654.40 319,731.94	102.22 0.19%	327,100.48 2,325.56	0.87% 7,368.54	Aaa / AA+ AAA	1.56 1.53
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 353,761.84	103.52 0.20%	362,307.40 3,186.46	0.96% 8,545.56	Aaa / AA+ AAA	1.62 1.58

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
AGENCY									
3133ELWD2	FFCB Note 0.375% Due 4/8/2022	285,000.00	04/03/2020 0.45%	284,578.20	100.24	285,689.41	0.75%	Aaa / AA+	1.85
				284,609.40	0.24%	157.34	1,080.01	AAA	1.84
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	325,000.00	04/30/2020 0.31%	324,587.25	100.00	325,001.95	0.86%	Aaa / AA+	1.93
				324,601.95	0.25%	56.42	400.00	AAA	1.92
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50	106.71	373,489.90	0.99%	Aaa / AA+	2.78
				353,777.64	0.32%	2,165.63	19,712.26	NR	2.68
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	305,000.00	05/05/2020 0.39%	304,871.90	100.16	305,489.22	0.81%	Aaa / AA+	2.93
				304,874.83	0.32%	76.25	614.39	AAA	2.91
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	245,000.00	05/20/2020 0.35%	244,262.55	99.79	244,491.63	0.65%	NR / AA+	2.98
				244,269.28	0.32%	15.31	222.35	AAA	2.96
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00	108.51	379,797.25	1.01%	Aaa / AA+	3.28
				363,827.92	0.27%	2,208.16	15,969.33	AAA	3.14
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50	110.42	386,480.50	1.03%	Aaa / AA+	3.52
				369,529.17	0.39%	5,676.56	16,951.33	AAA	3.30
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95	109.13	169,144.53	0.45%	Aaa / AA+	4.04
				166,481.28	0.58%	2,067.20	2,663.25	NR	3.79
Total Agency		3,835,000.00	1.01%	3,894,613.25 3,885,188.14	0.27%	3,958,715.16 17,934.89	10.49% 73,527.02	Aaa / AA+ AAA	2.12 2.06
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	135,000.00	06/26/2019 2.09%	138,701.95	103.69	139,986.63	0.37%	Aaa / NR	2.24
				137,614.46	1.14%	347.63	2,372.17	NR	1.96
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 1.30%	285,881.84	107.22	294,856.65	0.78%	NR / NR	2.98
				283,462.79	0.74%	151.71	11,393.86	AAA	2.80
Total CMO		410,000.00	1.56%	424,583.79 421,077.25	0.87%	434,843.28 499.34	1.15% 13,766.03	Aaa / NR AAA	2.74 2.53
CORPORATE									
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	03/06/2019 2.86%	198,710.00	101.33	202,658.80	0.54%	Aa2 / AA-	0.64
				199,561.82	0.40%	1,833.33	3,096.98	AA+	0.63
06051GFW4	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	04/25/2019 2.69%	199,750.00	101.80	203,600.00	0.54%	A2 / A-	0.88
				199,888.35	0.58%	612.50	3,711.65	A+	0.87

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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
CORPORATE									
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	04/30/2019 2.64%	197,280.00 198,720.00	101.57 0.32%	203,147.80 130.00	0.54% 4,427.80	A1 / A AA-	0.97 0.96
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	04/25/2019 2.66%	202,274.00 201,019.05	102.48 0.46%	204,950.00 180.56	0.54% 3,930.95	A2 / A A	0.97 0.88
02665WBF7	American Honda Finance Note 1.65% Due 7/12/2021	200,000.00	07/30/2019 2.26%	197,692.00 198,683.92	100.74 0.98%	201,477.40 1,274.17	0.53% 2,793.48	A3 / A- NR	1.12 1.10
69371RP42	Paccar Financial Corp Note 3.15% Due 8/9/2021	200,000.00	04/24/2019 2.74%	201,814.00 200,941.72	103.00 0.62%	205,990.80 1,960.00	0.55% 5,049.08	A1 / A+ NR	1.19 1.16
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	200,000.00	05/16/2019 2.73%	198,108.00 198,982.30	100.32 0.73%	200,639.00 1,351.50	0.53% 1,656.70	A2 / A- AA-	1.21 0.21
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	200,000.00	04/11/2019 2.66%	196,464.00 198,116.00	101.73 0.46%	203,461.00 802.22	0.54% 5,345.00	A3 / A+ A-	1.29 1.19
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50 248,174.65	103.46 0.49%	258,638.25 1,895.83	0.69% 10,463.60	A2 / A A+	1.72 1.59
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00 200,195.87	104.56 0.50%	209,124.60 285.00	0.55% 8,928.73	A2 / A NR	1.95 1.90
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20 300,872.59	103.16 0.74%	314,634.65 1,511.87	0.83% 13,762.06	A2 / A A	2.27 2.21
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00 199,898.47	104.09 1.11%	208,173.80 2,100.00	0.55% 8,275.33	A1 / A+ A+	2.62 2.50
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00 202,781.64	105.13 0.36%	210,255.60 1,840.00	0.56% 7,473.96	Aa1 / AA+ NR	2.62 2.45
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	200,000.00	04/29/2019 3.00%	200,338.00 200,203.48	103.10 1.16%	206,200.80 2,165.35	0.55% 5,997.32	A2 / A- A+	2.65 1.59
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 76,591.14	104.96 0.66%	78,721.35 655.42	0.21% 2,130.21	A2 / A- NR	2.67 2.49
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 197,862.36	105.84 0.39%	211,683.80 373.33	0.56% 13,821.44	Aa1 / AA+ NR	2.92 2.83

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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
CORPORATE									
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	200,000.00	05/15/2019 2.97%	204,780.00 203,540.26	106.28 1.44%	212,556.00 120.00	0.56% 9,015.74	A2 / A- A+	2.98 2.84
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 255,005.57	107.48 0.92%	268,692.75 2,998.61	0.72% 13,687.18	A1 / AA- AA-	3.15 2.90
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%	194,298.00 195,784.70	104.15 0.82%	208,294.20 1,283.33	0.55% 12,509.50	A1 / A AA-	3.21 2.93
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 212,501.51	108.33 0.48%	216,657.00 1,836.81	0.58% 4,155.49	Aaa / AAA AA+	3.69 3.34
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	07/16/2019 2.49%	206,600.00 205,360.07	108.77 0.88%	217,536.20 1,444.44	0.58% 12,176.13	Aa3 / A AA-	3.78 3.56
Total Corporate		4,280,000.00	2.61%	4,291,050.95 4,294,685.47	0.69%	4,447,093.80 26,654.27	11.80% 152,408.33	A1 / A+ A+	2.13 1.93
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	14,568,180.40	Various 1.31%	14,568,180.40 14,568,180.40	1.00 1.31%	14,568,180.40 30,884.82	38.52% 0.00	NR / NR NR	0.00 0.00
Total LAIF		14,568,180.40	1.31%	14,568,180.40 14,568,180.40	1.31%	14,568,180.40 30,884.82	38.52% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	646,635.27	Various 0.10%	6,503,571.43 6,503,571.43	10.29 0.10%	6,653,876.91 0.00	17.56% 150,305.48	NR / A+ NR	0.00 0.00
Total Local Gov Investment Pool		646,635.27	0.10%	6,503,571.43 6,503,571.43	0.10%	6,653,876.91 0.00	17.56% 150,305.48	NR / A+ NR	0.00 0.00

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
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	1,362,006.14	Various 0.01%	1,362,006.14 1,362,006.14	1.00 0.01%	1,362,006.14 0.00	3.59% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		1,362,006.14	0.01%	1,362,006.14	0.01%	1,362,006.14 0.00	3.59% 0.00	Aaa / AAA AAA	0.00 0.00
NEGOTIABLE CD									
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	0.66% 0.00	NR / NR NR	0.08 0.08
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	100.52 0.06%	251,295.00 1,161.99	0.67% 1,295.00	NR / NR NR	0.27 0.27
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	100.54 0.06%	251,345.50 1,015.07	0.67% 1,345.50	NR / NR NR	0.29 0.29
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	100.73 0.01%	249,816.85 941.72	0.66% 1,816.85	NR / NR NR	0.33 0.33
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	100.73 0.06%	249,816.35 963.12	0.66% 1,816.35	NR / NR NR	0.33 0.33
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	101.04 0.17%	247,537.71 108.07	0.65% 2,537.71	NR / NR NR	0.49 0.49
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	101.12 0.14%	250,769.91 1,224.37	0.66% 2,769.91	NR / NR NR	0.72 0.71
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	100.59 0.71%	249,450.80 315.95	0.66% 1,450.80	NR / NR NR	0.74 0.74
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	101.21 0.14%	250,995.34 1,117.70	0.67% 2,995.34	NR / NR NR	0.75 0.75
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	100.73 0.83%	249,820.32 646.84	0.66% 1,820.32	NR / NR NR	0.85 0.84

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		
NEGOTIABLE CD											
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	100.61 0.71%	249,500.40 161.71	0.66% 1,500.40	NR / NR NR	0.87 0.87		
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	101.54 0.12%	251,817.46 1,632.38	0.67% 3,817.46	NR / NR NR	1.08 1.07		
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	101.72 0.28%	252,255.93 579.23	0.67% 4,255.93	NR / NR NR	1.35 1.34		
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	103.15 0.20%	255,807.78 1,406.81	0.68% 7,807.78	NR / NR NR	1.71 1.68		
Total Negotiable CD		3,475,000.00	1.71%	3,475,000.00	0.27%	3,510,229.35 11,285.22	9.29% 35,229.35	NR / NR NR	0.71 0.70		
US TREASURY											
912828Q78	US Treasury Note 1.375% Due 4/30/2021	30,000.00	01/30/2020 1.48%	29,960.16 29,970.84	101.07 0.20%	30,321.09 35.87	0.08% 350.25	Aaa / AA+ AAA	0.92 0.91		
912828M80	US Treasury Note 2% Due 11/30/2022	300,000.00	Various 1.60%	303,459.37 302,897.70	104.53 0.18%	313,581.90 16.39	0.83% 10,684.20	Aaa / AA+ AAA	2.50 2.45		
912828VB3	US Treasury Note 1.75% Due 5/15/2023	250,000.00	12/16/2019 1.69%	250,517.58 250,448.15	104.58 0.20%	261,445.25 202.11	0.69% 10,997.10	Aaa / AA+ AAA	2.96 2.89		
912828T26	US Treasury Note 1.375% Due 9/30/2023	300,000.00	Various 1.93%	293,108.59 294,651.34	103.87 0.21%	311,613.30 698.77	0.82% 16,961.96	Aaa / AA+ AAA	3.33 3.26		
912828V80	US Treasury Note 2.25% Due 1/31/2024	200,000.00	11/26/2019 1.59%	205,304.69 204,654.64	107.39 0.23%	214,773.40 1,508.24	0.57% 10,118.76	Aaa / AA+ AAA	3.67 3.52		
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 308,665.26	108.86 0.25%	326,566.50 346.47	0.86% 17,901.24	Aaa / AA+ AAA	3.96 3.79		
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 304,816.77	106.17 0.26%	318,515.70 1,759.62	0.85% 13,698.93	Aaa / AA+ AAA	4.17 4.02		
Total US Treasury		1,680,000.00	1.65%	1,697,244.93 1,696,104.70	0.22%	1,776,817.14 4,567.47	4.70% 80,712.44	Aaa / AA+ AAA	3.40 3.29		
TOTAL PORTFOLIO				31,334,813.86	1.25%	37,301,859.89 37,290,252.95	0.70%	37,808,198.15 92,940.89	100.00% 517,945.20	Aa2 / AA- AAA	0.81 0.72
TOTAL MARKET VALUE PLUS ACCRUED						37,901,139.04					

Transaction Ledger

As of May 31, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2020	31846V203	305.75	First American Govt Obligation Fund Class Y	1.000	0.01%	305.75	0.00	305.75	0.00
Purchase	05/01/2020	31846V203	0.45	First American Govt Obligation Fund Class Y	1.000	0.01%	0.45	0.00	0.45	0.00
Purchase	05/03/2020	31846V203	2,400.00	First American Govt Obligation Fund Class Y	1.000	0.01%	2,400.00	0.00	2,400.00	0.00
Purchase	05/06/2020	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	99.873	0.31%	324,587.25	0.00	324,587.25	0.00
Purchase	05/07/2020	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	99.958	0.39%	304,871.90	0.00	304,871.90	0.00
Purchase	05/07/2020	31846V203	250,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	250,000.00	0.00	250,000.00	0.00
Purchase	05/07/2020	31846V203	2,493.15	First American Govt Obligation Fund Class Y	1.000	0.01%	2,493.15	0.00	2,493.15	0.00
Purchase	05/13/2020	31846V203	250,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	250,000.00	0.00	250,000.00	0.00
Purchase	05/13/2020	31846V203	5,343.15	First American Govt Obligation Fund Class Y	1.000	0.01%	5,343.15	0.00	5,343.15	0.00
Purchase	05/15/2020	31846V203	6,222.87	First American Govt Obligation Fund Class Y	1.000	0.01%	6,222.87	0.00	6,222.87	0.00
Purchase	05/15/2020	31846V203	463.75	First American Govt Obligation Fund Class Y	1.000	0.01%	463.75	0.00	463.75	0.00
Purchase	05/15/2020	31846V203	193.00	First American Govt Obligation Fund Class Y	1.000	0.01%	193.00	0.00	193.00	0.00
Purchase	05/15/2020	31846V203	606.25	First American Govt Obligation Fund Class Y	1.000	0.01%	606.25	0.00	606.25	0.00
Purchase	05/15/2020	31846V203	170.58	First American Govt Obligation Fund Class Y	1.000	0.01%	170.58	0.00	170.58	0.00
Purchase	05/15/2020	31846V203	32,019.22	First American Govt Obligation Fund Class Y	1.000	0.01%	32,019.22	0.00	32,019.22	0.00
Purchase	05/15/2020	31846V203	12,386.59	First American Govt Obligation Fund Class Y	1.000	0.01%	12,386.59	0.00	12,386.59	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/15/2020	31846V203	11,425.55	First American Govt Obligation Fund Class Y	1.000	0.01%	11,425.55	0.00	11,425.55	0.00
Purchase	05/18/2020	31846V203	9,296.46	First American Govt Obligation Fund Class Y	1.000	0.01%	9,296.46	0.00	9,296.46	0.00
Purchase	05/19/2020	31846V203	1,950.00	First American Govt Obligation Fund Class Y	1.000	0.01%	1,950.00	0.00	1,950.00	0.00
Purchase	05/20/2020	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	0.01%	129.33	0.00	129.33	0.00
Purchase	05/21/2020	31846V203	3,250.00	First American Govt Obligation Fund Class Y	1.000	0.01%	3,250.00	0.00	3,250.00	0.00
Purchase	05/22/2020	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	99.699	0.35%	244,262.55	0.00	244,262.55	0.00
Purchase	05/25/2020	31846V203	6,409.78	First American Govt Obligation Fund Class Y	1.000	0.01%	6,409.78	0.00	6,409.78	0.00
Purchase	05/25/2020	31846V203	1,004,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	1,004,000.00	0.00	1,004,000.00	0.00
Purchase	05/25/2020	31846V203	1,003,750.00	First American Govt Obligation Fund Class Y	1.000	0.01%	1,003,750.00	0.00	1,003,750.00	0.00
Purchase	05/26/2020	31846V203	758.54	First American Govt Obligation Fund Class Y	1.000	0.01%	758.54	0.00	758.54	0.00
Purchase	05/26/2020	31846V203	347.63	First American Govt Obligation Fund Class Y	1.000	0.01%	347.63	0.00	347.63	0.00
Purchase	05/28/2020	313384D55	800,000.00	FHLB Discount Note 0.145% Due 8/26/2020	99.964	0.15%	799,710.00	0.00	799,710.00	0.00
Purchase	05/29/2020	09CATR\$05	785.34	CalTrust Medium Term Fund	10.290	0.13%	8,081.11	0.00	8,081.11	0.00
Purchase	05/31/2020	31846V203	3,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	3,000.00	0.00	3,000.00	0.00
Subtotal			4,282,707.39				4,288,434.86	0.00	4,288,434.86	0.00
Security Contribution	05/06/2020	90LAIF\$00	3,500,000.00	Local Agency Investment Fund State Pool	1.000		3,500,000.00	0.00	3,500,000.00	0.00
Subtotal			3,500,000.00				3,500,000.00	0.00	3,500,000.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	05/07/2020	31846V203	-304,871.90	First American Govt Obligation Fund Class Y	1.000		-304,871.90	0.00	-304,871.90	0.00
Subtotal			-304,871.90				-304,871.90	0.00	-304,871.90	0.00
TOTAL ACQUISITIONS			7,477,835.49				7,483,562.96	0.00	7,483,562.96	0.00
DISPOSITIONS										
Closing Purchase	05/07/2020	31846V203	-304,871.90	First American Govt Obligation Fund Class Y	1.000		-304,871.90	0.00	-304,871.90	0.00
Subtotal			-304,871.90				-304,871.90	0.00	-304,871.90	0.00
Sale	05/06/2020	31846V203	324,587.25	First American Govt Obligation Fund Class Y	1.000	0.01%	324,587.25	0.00	324,587.25	0.00
Sale	05/07/2020	31846V203	304,871.90	First American Govt Obligation Fund Class Y	1.000	0.01%	304,871.90	0.00	304,871.90	0.00
Sale	05/22/2020	31846V203	244,262.55	First American Govt Obligation Fund Class Y	1.000	0.01%	244,262.55	0.00	244,262.55	0.00
Sale	05/28/2020	31846V203	799,710.00	First American Govt Obligation Fund Class Y	1.000	0.01%	799,710.00	0.00	799,710.00	0.00
Subtotal			1,673,431.70				1,673,431.70	0.00	1,673,431.70	0.00
Call	05/25/2020	3134G95L7	1,000,000.00	FHLMC Callable Note Qrtly 11/25/2016 1.6% Due 8/25/2021	100.000	1.60%	1,000,000.00	4,000.00	1,004,000.00	0.00
Call	05/25/2020	3136G3Y25	1,000,000.00	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	100.000	1.50%	1,000,000.00	3,750.00	1,003,750.00	0.00
Subtotal			2,000,000.00				2,000,000.00	7,750.00	2,007,750.00	0.00
Paydown	05/15/2020	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

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	05/15/2020	477870AB5	31,684.46	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	100.000		31,684.46	334.76	32,019.22	0.00
Paydown	05/15/2020	47788BAD6	12,321.40	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		12,321.40	65.19	12,386.59	0.00
Paydown	05/15/2020	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	05/15/2020	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	05/15/2020	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	05/15/2020	89238KAD4	11,244.32	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		11,244.32	181.23	11,425.55	0.00
Paydown	05/18/2020	43814WAB1	9,134.85	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		9,134.85	161.61	9,296.46	0.00
Paydown	05/20/2020	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	05/26/2020	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.54	758.54	0.00
Paydown	05/26/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	347.63	347.63	0.00
Subtotal:			64,385.03				64,385.03	3,411.87	67,796.90	0.00
Maturity	05/07/2020	02587DXU7	250,000.00	American Express Centurion Negotiable CD 2% Due 5/7/2020	100.000	2.00%	250,000.00	0.00	250,000.00	0.00
Maturity	05/13/2020	254672NN4	250,000.00	Discover Bank Negotiable CD 2% Due 5/13/2020	100.000	2.00%	250,000.00	0.00	250,000.00	0.00
Subtotal			500,000.00				500,000.00	0.00	500,000.00	0.00
TOTAL DISPOSITIONS			3,932,944.83				3,932,944.83	11,161.87	3,944,106.70	0.00

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OTHER TRANSACTIONS										
Interest	05/01/2020	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	05/03/2020	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.000		2,400.00	0.00	2,400.00	0.00
Interest	05/07/2020	02587DXU7	250,000.00	American Express Centurion Negotiable CD 2% Due 5/7/2020	0.000		2,493.15	0.00	2,493.15	0.00
Interest	05/13/2020	254672NN4	250,000.00	Discover Bank Negotiable CD 2% Due 5/13/2020	0.000		2,493.15	0.00	2,493.15	0.00
Interest	05/13/2020	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.000		2,850.00	0.00	2,850.00	0.00
Interest	05/15/2020	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	05/15/2020	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.000		2,187.50	0.00	2,187.50	0.00
Interest	05/15/2020	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.000		3,750.00	0.00	3,750.00	0.00
Interest	05/19/2020	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		1,950.00	0.00	1,950.00	0.00
Interest	05/21/2020	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.000		3,250.00	0.00	3,250.00	0.00
Interest	05/25/2020	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	0.000		2,809.78	0.00	2,809.78	0.00
Interest	05/25/2020	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.000		3,600.00	0.00	3,600.00	0.00
Interest	05/26/2020	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	05/31/2020	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.000		3,000.00	0.00	3,000.00	0.00
Subtotal			3,341,000.00				31,426.01	0.00	31,426.01	0.00

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OTHER TRANSACTIONS										
Dividend	05/01/2020	31846V203	104,234.29	First American Govt Obligation Fund Class Y	0.000		0.45	0.00	0.45	0.00
Dividend	05/29/2020	09CATR\$05	645,849.93	CalTrust Medium Term Fund	0.000		8,081.11	0.00	8,081.11	0.00
Subtotal			750,084.22				8,081.56	0.00	8,081.56	0.00
TOTAL OTHER TRANSACTIONS			4,091,084.22				39,507.57	0.00	39,507.57	0.00

Income Earned

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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
FIXED INCOME						
02665WBF7	American Honda Finance Note 1.65% Due 07/12/2021	07/30/2019 07/31/2019 200,000.00	198,583.43 0.00 0.00 198,683.92	999.17 0.00 1,274.17 275.00	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	197,800.20 0.00 0.00 197,862.36	2,373.33 2,400.00 373.33 400.00	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	202,874.87 0.00 0.00 202,781.64	1,440.00 0.00 1,840.00 400.00	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	199,877.60 0.00 0.00 199,888.35	175.00 0.00 612.50 437.50	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	195,673.10 0.00 0.00 195,784.70	916.67 0.00 1,283.33 366.66	111.60 0.00 111.60 478.26	478.26
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	300,718.24 0.00 0.00 300,872.59	965.41 0.00 1,511.87 546.46	154.35 0.00 154.35 700.81	700.81
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	370,000.30 0.00 0.00 369,529.17	4,692.19 0.00 5,676.56 984.37	0.00 471.13 (471.13) 513.24	513.24
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	166,722.75 0.00 0.00 166,481.28	1,695.85 0.00 2,067.20 371.35	0.00 241.47 (241.47) 129.88	129.88
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	353,893.36 0.00 0.00 353,777.64	1,363.54 0.00 2,165.63 802.09	0.00 115.72 (115.72) 686.37	686.37

Income Earned

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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	319,717.28 0.00 0.00 319,731.94	1,892.22 0.00 2,325.56 433.34	14.66 0.00 14.66 448.00	448.00
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	04/03/2020 04/08/2020 285,000.00	284,591.49 0.00 0.00 284,609.40	68.28 0.00 157.34 89.06	17.91 0.00 17.91 106.97	106.97
3133ELYR9	FFCB Note 0.25% Due 05/06/2022	04/30/2020 05/06/2020 325,000.00	0.00 324,587.25 0.00 324,601.95	0.00 0.00 56.42 56.42	14.70 0.00 14.70 71.12	71.12
3134G95L7	FHLMC Callable Note Qrtly 11/25/2016 Due 08/25/2021	08/04/2016 08/04/2016 0.00	1,000,000.00 0.00 1,000,000.00 0.00	2,933.33 4,000.00 0.00 1,066.67	0.00 0.00 0.00 1,066.67	1,066.67
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 245,000.00	0.00 244,262.55 0.00 244,269.28	0.00 0.00 15.31 15.31	6.73 0.00 6.73 22.04	22.04
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	364,185.73 0.00 0.00 363,827.92	1,369.62 0.00 2,208.16 838.54	0.00 357.81 (357.81) 480.73	480.73
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 Due 08/25/2021	08/04/2016 08/04/2016 0.00	1,000,000.00 0.00 1,000,000.00 0.00	2,750.00 3,750.00 0.00 1,000.00	0.00 0.00 0.00 1,000.00	1,000.00
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	283,703.92 0.00 0.00 283,462.79	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	137,713.91 0.00 0.00 137,614.46	347.63 347.63 347.63 347.63	0.00 99.45 (99.45) 248.18	248.18

Income Earned

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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
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	353,959.17 0.00 0.00 353,761.84	2,493.75 0.00 3,186.46 692.71	0.00 197.33 (197.33) 495.38	495.38
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 305,000.00	0.00 304,871.90 0.00 304,874.83	0.00 0.00 76.25 76.25	2.93 0.00 2.93 79.18	79.18
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 200,000.00	203,641.13 0.00 0.00 203,540.26	3,120.00 3,600.00 120.00 600.00	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 61,386.90	70,519.29 0.00 9,134.85 61,384.89	70.03 161.61 60.96 152.54	0.45 0.00 0.45 152.99	152.99
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 115,000.00	114,999.26 0.00 0.00 114,999.29	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	200,204.41 0.00 0.00 200,195.87	2,660.00 2,850.00 285.00 475.00	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	198,910.60 0.00 0.00 198,982.30	969.00 0.00 1,351.50 382.50	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 144,506.99	176,390.36 0.00 31,684.46 144,663.34	178.54 334.76 146.43 302.65	0.00 42.56 (42.56) 260.09	260.09
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	02/06/2019 02/08/2019 30,660.46	42,743.97 0.00 12,321.40 30,500.66	34.77 65.19 24.80 55.22	78.09 0.00 78.09 133.31	133.31

Income Earned

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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
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	08/27/2019 08/29/2019 250,000.00	254,302.08 0.00 0.00 254,188.29	323.33 606.25 323.33 606.25	0.00 113.79 (113.79) 492.46	492.46
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	212,803.57 0.00 0.00 212,501.51	1,357.64 0.00 1,836.81 479.17	0.00 302.06 (302.06) 177.11	177.11
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 120,000.00	119,994.36 0.00 0.00 119,994.47	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	197,992.00 0.00 0.00 198,116.00	485.56 0.00 802.22 316.66	124.00 0.00 124.00 440.66	440.66
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	248,084.25 0.00 0.00 248,174.65	1,348.96 0.00 1,895.83 546.87	90.40 0.00 90.40 637.27	637.27
69371RP42	Paccar Financial Corp Note 3.15% Due 08/09/2021	04/24/2019 04/26/2019 200,000.00	201,008.98 0.00 0.00 200,941.72	1,435.00 0.00 1,960.00 525.00	0.00 67.26 (67.26) 457.74	457.74
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 01/30/2023	02/11/2020 02/13/2020 75,000.00	76,643.50 0.00 0.00 76,591.14	492.92 0.00 655.42 162.50	0.00 52.36 (52.36) 110.14	110.14
78012KKU0	Royal Bank of Canada Note 2.5% Due 01/19/2021	03/06/2019 03/08/2019 200,000.00	199,503.27 0.00 0.00 199,561.82	1,416.67 0.00 1,833.33 416.66	58.55 0.00 58.55 475.21	475.21
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	201,116.56 0.00 0.00 201,019.05	2,888.89 3,250.00 180.56 541.67	0.00 97.51 (97.51) 444.16	444.16

Income Earned

As of May 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
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	04/30/2019 05/02/2019 200,000.00	198,607.27 0.00 0.00 198,720.00	1,755.00 1,950.00 130.00 325.00	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	205,480.57 0.00 0.00 205,360.07	902.78 0.00 1,444.44 541.66	0.00 120.50 (120.50) 421.16	421.16
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 175,000.00	178,030.74 0.00 0.00 177,941.09	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	199,895.17 0.00 0.00 199,898.47	1,650.00 0.00 2,100.00 450.00	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 101,437.70	111,904.86 0.00 11,244.32 100,772.68	78.53 181.23 70.70 173.40	112.14 0.00 112.14 285.54	285.54
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	255,144.48 0.00 0.00 255,005.57	2,290.28 0.00 2,998.61 708.33	0.00 138.91 (138.91) 569.42	569.42
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 300,000.00	302,996.20 0.00 0.00 302,897.70	2,508.19 3,000.00 16.39 508.20	0.00 98.50 (98.50) 409.70	409.70
912828Q78	US Treasury Note 1.375% Due 04/30/2021	01/30/2020 01/31/2020 30,000.00	29,968.13 0.00 0.00 29,970.84	1.12 0.00 35.87 34.75	2.71 0.00 2.71 37.46	37.46
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 300,000.00	294,514.99 0.00 0.00 294,651.34	349.39 0.00 698.77 349.38	136.35 0.00 136.35 485.73	485.73

Income Earned

As of May 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
912828V80	US Treasury Note 2.25% Due 01/31/2024	11/26/2019 11/27/2019 200,000.00	204,762.40 0.00 0.00 204,654.64	1,125.00 0.00 1,508.24 383.24	0.00 107.76 (107.76) 275.48	275.48
912828VB3	US Treasury Note 1.75% Due 05/15/2023	12/16/2019 12/17/2019 250,000.00	250,461.04 0.00 0.00 250,448.15	2,019.23 2,187.50 202.11 370.38	0.00 12.89 (12.89) 357.49	357.49
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	308,851.29 0.00 0.00 308,665.26	3,461.54 3,750.00 346.47 634.93	0.00 186.03 (186.03) 448.90	448.90
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	304,914.95 0.00 0.00 304,816.77	1,312.50 0.00 1,759.62 447.12	0.00 98.18 (98.18) 348.94	348.94
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,994.60 0.00 0.00 79,994.71	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	200,213.95 0.00 0.00 200,203.48	1,653.85 0.00 2,165.35 511.50	0.00 10.47 (10.47) 501.03	501.03
			11,774,613.58	63,005.08	1,286.95	
			873,721.70	34,149.37	3,465.11	
			2,064,385.03	50,770.85	(2,178.16)	
Total Fixed Income			10,482,992.05	21,915.14	19,736.98	19,736.98
CASH & EQUIVALENT						
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	747.95 0.00 1,161.99 414.04	0.00 0.00 0.00 414.04	414.04

Income Earned

As of May 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
02587DXU7	American Express Centurion Negotiable CD Due 05/07/2020	05/06/2015 05/06/2015 0.00	250,000.00 0.00 250,000.00 0.00	2,410.96 2,493.15 0.00 82.19	0.00 0.00 0.00 82.19	82.19
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	478.33 0.00 941.72 463.39	0.00 0.00 0.00 463.39	463.39
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	252.76 0.00 579.23 326.47	0.00 0.00 0.00 326.47	326.47
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	288.77 0.00 646.84 358.07	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	489.21 0.00 963.12 473.91	0.00 0.00 0.00 473.91	473.91
254672NN4	Discover Bank Negotiable CD Due 05/13/2020	05/06/2015 05/06/2015 0.00	250,000.00 0.00 250,000.00 0.00	2,328.77 2,493.15 0.00 164.38	0.00 0.00 0.00 164.38	164.38
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	975.01 0.00 1,406.81 431.80	0.00 0.00 0.00 431.80	431.80
313384D55	FHLB Discount Note 0.145% Due 08/26/2020	05/28/2020 05/28/2020 800,000.00	0.00 799,710.00 0.00 799,722.89	0.00 0.00 0.00 0.00	12.89 0.00 12.89 12.89	12.89
31846V203	First American Govt Obligation Fund Class Y	Various Various 1,362,006.14	428,515.79 2,302,050.15 1,368,559.80 1,362,006.14	0.00 0.45 0.00 0.45	0.00 0.00 0.00 0.45	0.45

Income Earned

As of May 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
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	2,439.26 2,809.78 108.07 478.59	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	305.75 305.75 315.95 315.95	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	749.10 0.00 1,117.70 368.60	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	152.20 285.37 161.71 294.88	0.00 0.00 0.00 294.88	294.88
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	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	1,305.91 0.00 1,632.38 326.47	0.00 0.00 0.00 326.47	326.47
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	611.64 0.00 1,015.07 403.43	0.00 0.00 0.00 403.43	403.43
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	866.30 0.00 1,224.37 358.07	0.00 0.00 0.00 358.07	358.07
			4,403,515.79	14,410.47	12.89	
			3,101,760.15	8,438.96	0.00	
			1,868,559.80	11,285.22	12.89	
Total Cash & Equivalent		5,637,006.14	5,636,729.03	5,313.71	5,326.60	5,326.60

Income Earned

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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
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	11,068,180.40	14,672.83	0.00	16,211.99
	State Pool	Various	3,500,000.00	0.00	0.00	
		14,568,180.40	0.00	30,884.82	0.00	
			14,568,180.40	16,211.99	16,211.99	
			11,068,180.40	14,672.83	0.00	
			3,500,000.00	0.00	0.00	
			0.00	30,884.82	0.00	
Total Local Agency Investment Fund		14,568,180.40	14,568,180.40	16,211.99	16,211.99	16,211.99
INVESTMENT POOL						
09CATR\$05	CalTrust	Various	6,495,490.32	0.00	0.00	8,081.11
	Medium Term Fund	Various	8,081.11	8,081.11	0.00	
		646,635.27	0.00	0.00	0.00	
			6,503,571.43	8,081.11	8,081.11	
			6,495,490.32	0.00	0.00	
			8,081.11	8,081.11	0.00	
			0.00	0.00	0.00	
Total Investment Pool		646,635.27	6,503,571.43	8,081.11	8,081.11	8,081.11
			33,741,800.09	92,088.38	1,299.84	
			7,483,562.96	50,669.44	3,465.11	
			3,932,944.83	92,940.89	(2,165.27)	
TOTAL PORTFOLIO		31,334,813.86	37,290,252.95	51,521.95	49,356.68	49,356.68

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
06/14/2020	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
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	2,270.23	193.00	2,463.23
06/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,977.87	170.58	6,148.45
06/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,637.08	274.56	5,911.64
06/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	3,042.43	46.50	3,088.93
06/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,126.55	606.25	6,732.80
06/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	4,998.01	463.75	5,461.76
06/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,536.23	140.68	3,676.91
06/18/2020	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	9,416.08	163.15	9,579.23
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	1,580.16	129.33	1,709.49
06/20/2020	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
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	7,232.39	758.54	7,990.93

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	87164XMI2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
JUN 2020					299,817.03	16,970.52	316,787.55
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	Dividend	90LAIF\$00	761,953,246.90	Local Agency Investment Fund State Pool	0.00	30,749.64	30,749.64
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	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,842.19	161.72	6,003.91
07/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,275.33	189.35	2,464.68
07/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,006.87	450.51	5,457.38
07/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,141.05	591.39	6,732.44
07/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,648.82	263.85	5,912.67
07/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,889.15	41.89	2,931.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,545.46	132.57	3,678.03
07/18/2020	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,965.42	148.00	9,113.42
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	1,583.71	126.78	1,710.49
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	7,254.81	738.59	7,993.40
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	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
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
JUL 2020					49,152.81	61,108.29	110,261.10
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
08/06/2020	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,660.59	253.12	5,913.71
08/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,280.45	185.69	2,466.14
08/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,706.19	153.05	5,859.24
08/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,015.75	437.24	5,452.99
08/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,735.57	37.51	2,773.08
08/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,155.58	576.50	6,732.08
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	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,513.67	133.58	8,647.25
08/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,554.70	124.45	3,679.15
08/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,587.28	124.22	1,711.50
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	7,277.30	718.58	7,995.88
08/26/2020	Maturity	313384D55	800,000.00	FHLB Discount Note 0.145% Due 8/26/2020	800,000.00	0.00	800,000.00

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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
AUG 2020					848,487.08	24,304.96	872,792.04
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	5,024.64	423.95	5,448.59
09/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,672.39	242.36	5,914.75
09/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,581.67	33.36	2,615.03
09/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,569.85	144.59	5,714.44
09/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,170.16	561.57	6,731.73

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09/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,285.59	182.02	2,467.61
09/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,563.98	116.30	3,680.28
09/18/2020	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,060.81	119.89	8,180.70
09/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,590.85	121.65	1,712.50
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	7,299.86	698.51	7,998.37
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
SEP 2020					1,043,819.80	34,379.77	1,078,199.57
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
10/08/2020	Interest	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	0.00	534.38	534.38
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	2,290.72	178.35	2,469.07
10/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,433.19	136.32	5,569.51

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10/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,684.20	231.59	5,915.79
10/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,427.45	29.44	2,456.89
10/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,184.76	546.61	6,731.37
10/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,033.56	410.63	5,444.19
10/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,573.27	108.14	3,681.41
10/18/2020	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,606.87	106.92	7,713.79
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	1,594.43	119.08	1,713.51
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	7,322.49	678.37	8,000.86
10/31/2020	Interest	912828Q78	30,000.00	US Treasury Note 1.375% Due 4/30/2021	0.00	206.25	206.25
OCT 2020					47,150.94	10,890.88	58,041.82
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
11/05/2020	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	565.52	565.52
11/06/2020	Interest	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	0.00	406.25	406.25
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	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,296.19	128.26	5,424.45
11/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,295.88	174.66	2,470.54
11/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,042.49	397.29	5,439.78
11/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,272.92	25.76	2,298.68
11/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,199.40	531.61	6,731.01
11/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,696.04	220.79	5,916.83
11/18/2020	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,151.81	94.69	7,246.50
11/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,582.59	99.95	3,682.54
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	1,598.02	116.50	1,714.52
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
11/22/2020	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
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

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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	7,345.19	658.17	8,003.36
11/30/2020	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
NOV 2020					291,480.53	30,512.32	321,992.85
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
12/14/2020	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
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	2,301.05	170.97	2,472.02
12/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,051.43	383.93	5,435.36
12/15/2020	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,118.06	22.31	2,140.37
12/15/2020	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,214.06	516.58	6,730.64
12/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,158.85	120.41	5,279.26
12/15/2020	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,707.91	209.96	5,917.87
12/18/2020	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,591.93	91.74	3,683.67
12/18/2020	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,695.66	83.19	6,778.85
12/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00

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12/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,601.61	113.92	1,715.53
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	7,367.96	637.91	8,005.87
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
DEC 2020					45,808.52	15,951.32	61,759.84
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	5,021.18	112.76	5,133.94
01/15/2021	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,719.80	199.12	5,918.92
01/15/2021	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,962.89	19.10	1,981.99
01/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,060.39	370.54	5,430.93
01/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,228.77	501.51	6,730.28
01/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,306.22	167.27	2,473.49

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01/18/2021	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,601.30	83.51	3,684.81
01/18/2021	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,238.40	72.42	6,310.82
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	1,605.21	111.33	1,716.54
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	7,390.80	617.59	8,008.39
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
JAN 2021					245,134.96	29,788.86	274,923.82
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
02/06/2021	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
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	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	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88

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02/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,883.19	105.31	4,988.50
02/15/2021	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,807.40	16.12	1,823.52
02/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,069.36	357.13	5,426.49
02/15/2021	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,731.72	188.25	5,919.97
02/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,311.41	163.56	2,474.97
02/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,243.51	486.41	6,729.92
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	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	5,780.03	62.39	5,842.42
02/18/2021	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,610.70	75.25	3,685.95
02/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,608.83	108.73	1,717.56
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	7,413.71	597.20	8,010.91
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

Cash Flow Report

As of May 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
FEB 2021					540,459.86	24,050.91	564,510.77
03/01/2021	Maturity	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	11.89	248,011.89
03/08/2021	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/10/2021	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2021	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
03/12/2021	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	266.35	266.35
03/15/2021	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
03/15/2021	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,743.66	177.36	5,921.02
03/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,258.28	471.27	6,729.55
03/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,316.62	159.84	2,476.46
03/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,078.35	343.70	5,422.05
03/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,744.85	98.07	4,842.92
03/15/2021	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,651.58	13.38	1,664.96
03/18/2021	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	5,320.56	53.09	5,373.65
03/18/2021	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,620.12	66.98	3,687.10

Cash Flow Report

As of May 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,612.45	106.13	1,718.58
03/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
03/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,436.69	576.76	8,013.45
03/31/2021	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
MAR 2021					291,783.16	23,027.45	314,810.61
04/06/2021	Maturity	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	2,102.22	250,102.22
04/07/2021	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,916.73	1,916.73
04/08/2021	Interest	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	0.00	534.38	534.38
04/15/2021	Maturity	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	294.88	248,294.88
04/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,606.18	91.03	4,697.21
04/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,273.10	456.09	6,729.19
04/15/2021	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,755.62	166.45	5,922.07
04/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,321.82	156.12	2,477.94
04/15/2021	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,495.45	10.88	1,506.33
04/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,087.36	330.24	5,417.60
04/18/2021	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,629.56	58.68	3,688.24
04/18/2021	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	4,859.97	44.53	4,904.50

Cash Flow Report

As of May 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/19/2021	Maturity	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	2,625.00	202,625.00
04/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,616.07	103.53	1,719.60
04/21/2021	Call	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	2,708.33	202,708.33
04/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
04/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,459.75	556.24	8,015.99
04/30/2021	Maturity	912828Q78	30,000.00	US Treasury Note 1.375% Due 4/30/2021	30,000.00	206.25	30,206.25
APR 2021					969,104.88	12,709.21	981,814.09
05/03/2021	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
05/05/2021	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
05/06/2021	Interest	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	0.00	406.25	406.25
05/13/2021	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
05/15/2021	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2021	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
05/15/2021	Paydown	47788BAD6	30,660.46	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,338.99	8.61	1,347.60
05/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,327.05	152.38	2,479.43
05/15/2021	Paydown	47789JAD8	250,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	6,287.94	440.88	6,728.82
05/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,467.18	84.19	4,551.37

Cash Flow Report

As of May 31, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2021	Paydown	477870AB5	144,506.99	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,767.62	155.51	5,923.13
05/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,096.38	316.76	5,413.14
05/18/2021	Paydown	89238KAD4	101,437.70	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	4,398.26	36.72	4,434.98
05/18/2021	Paydown	43814WAB1	61,386.90	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,639.03	50.36	3,689.39
05/19/2021	Maturity	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	1,950.00	201,950.00
05/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,619.72	100.91	1,720.63
05/22/2021	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
05/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
05/25/2021	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
05/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,482.87	535.67	8,018.54
05/31/2021	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
MAY 2021					242,425.04	23,251.50	265,676.54
TOTAL					4,914,624.61	306,945.99	5,221,570.60



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.

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.

Source ice Data Indices, LLC ("ICE"), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN "AS IS" BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE IS AT LICENSEE'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

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-2020-11
Date: June 23, 2020

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

1. Request City Council approval of the Side Letter Agreement between the City and the Gardena Police Officers Association ("GPOA"). The Side Letter Agreement addresses the salary survey increase required under the current MOU, through employer-paid deferred contributions, reduced Educational Bonus increase, and waiving Specialist Pay increase, for the period of July 2020 through June 2021.
2. Report the Service Retirement of Park Maintenance Worker I, **BARRY OYA**, of the Public Works Department effective June 16, 2020. Mr. Oya provided 41 years of service to the City.
3. Report the Separation of Human Resources Technician, **ERIN JACKSON**, of the Elected and Administrative Offices effective June 5, 2020. Ms. Jackson provided 2 years and 7 months of service to the City.
4. Report the Resignation of Police Officer, **ZULEYMA MURPHY**, of the Police Department effective June 2, 2020. Ms. Murphy provided 6 years and 11 months of service to the City.
5. Report that Police Sergeant, **MICHAEL ROBBINS**, was placed on Paid Administrative Leave effective May 31, 2020.
6. Report that Deputy City Clerk, **MARIA ROMERO**, of the Elected and Administrative Offices is on leave under the Family Medical Leave Act / California Family Rights Act (FMLA/CFRA) effective June 4, 2020 through July 19, 2020 on a continuous basis.

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

SIDE LETTER OF AGREEMENT
City of Gardena
and
Gardena Police Officers Association
June , 2020

The City of Gardena (City) and the Gardena Police Officers Association (GPOA) enter into this Side Letter of Agreement and hereby agree to the following:

1. In August 2019, the City of Gardena and the Gardena POA (hereinafter the "Parties") entered into a Memorandum of Understanding ("MOU"). Thereafter, a worldwide pandemic was announced, and federal, state and local official issued directives on how to respond to the pandemic. As a result, the City of Gardena asserts that its normal and regular revenues were substantially reduced. The City of Gardena is now asking employee associations to make concessions to existing wage and benefit provision in order to assist the City with its claim of immediate cash-flow issues. The City of Gardena believes the Gardena Police Officers Association cooperating and/or leadership in providing the City concessions is of an utmost benefit to the City. Consequently, the City of Gardena has requested employee concessions, and the Gardena POA agrees to the following modifications to the current MOU and corresponding Side Letter Agreements:

2. The Gardena POA agrees to accept as the scheduled and/or calculated July 2020 salary survey increase, as required under the current MOU, a non-pensionable, equal cash value contribution/payment/deposit valued at 3.3% of base salary to each employees' monthly deferred compensation plan. This modified payment shall not act as an offset or fulfilment for the purposes of any future salary survey calculations. Said contributions to the employees' monthly deferred compensation plan shall be made by the City of Gardena in August 2020, with a retroactive application to July 2020. The payments called for in this paragraph shall expire automatically at the time of the July 2021 salary survey. For those employees who may have already maxed out their deferred compensation plan for 2020, the City agrees to make an equal contribution payment, as required under this provision, starting in January 2021.

3. The Gardena POA agrees to accept a reduced monthly increase in the Education Bonuses paid to Police Sergeant for the period of July 2020 to the time of the July 2021 salary survey. The Education Bonus for Police Sergeant, during this limited time, shall increase by \$200.00 monthly, instead of the agreed upon increase of \$371.00. The reduction in the Education Bonuses, provided in this paragraph, shall expire automatically at the time of the July 2021 salary survey.

4. The Gardena POA agrees to accept a reduced monthly increase in the Education Bonuses paid to Police Officers for the period of July 2020 to the time of the July 2021 salary survey. The Education Bonus for Police Officers, during this limited time, shall increase by \$100 monthly, instead of the agreed upon increase of \$233.00. The reduction in the Education Bonuses, provided in this paragraph, shall expire automatically at the time of the July 2021 salary survey.

MSH

5. The Gardena POA agrees to waive the \$15.00 monthly increase in specialist pay for the period of July 2020 to the time of the July 2021 salary survey. The waiver of specialist pay provided in this paragraph, shall expire automatically at the time of the July 2021 salary survey.

6. The modifications to the current MOU, as set forth in paragraphs 2 through 5, shall remain in effect until June 30, 2021 and shall then automatically revert to the original terms and conditions set forth in the MOU for the purpose of the July 2021 salary survey.

7. It is the intent of the parties that the agreed to modifications, unless otherwise addressed herein, are intended to be temporary changes to the MOU. The parties agree that these concessions are for the purpose of addressing the unexpected decline of normal revenues to the City because of the pandemic, and to provide assistance in obtaining concessions from other bargaining groups of the City of Gardena. As such, the agreed to modifications by the Gardena POA shall automatically expire at the time set forth above. No further concessions or modifications of the MOU will be made by either party until such time as the parties, through a mutual agreement, enter into a new Side Letter or Memorandum of Understanding modifying these provisions.

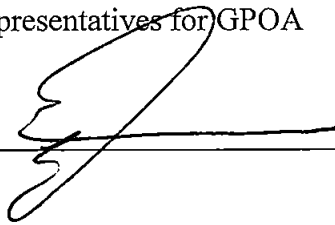
This Side Letter Agreement is not intended to waive either Parties' legal rights nor the rights of the individual members of the Gardena Police Officers Association under the laws of the State of California. This Side Letter of Agreement is also not meant to confer any new benefit, nor to remove any prior benefit, other than provided above.

Agreed to on this 18th day of June 2020, by the parties authorized representatives.

Representatives for the City:



Representatives for GPOA





City of Gardena
City Council Meeting

Agenda Item No. 5. D. (2)

Department: CONSENT CALENDAR

Meeting Date: JUNE 23, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *ACCEPTANCE AND NOTICE OF COMPLETION OF ROWLEY PARK AUDITORIUM HVAC SYSTEM & ROOFING RECONSTRUCTION PROJECT, JN 980.*

COUNCIL ACTION REQUIRED:

Action Taken:

Acceptance and Recordation of Notice of Completion

RECOMMENDATION AND STAFF SUMMARY:

Staff recommends that City Council accept the work and order the recordation of the Notice of Completion for the Rowley Park Auditorium HVAC System & Roofing Reconstruction, JN 980, which includes the following projects:

- 1) Auditorium HVAC System Reconstruction – Aged existing 7.5 Ton Heat Pump System has been replaced and additional 3 Ton unit added to supply adequate and independent air supply to classrooms.
- 2) Auditorium Roofing Reconstruction – Fully serviced and damaged existing roof system has been replaced with the Thermoplastic Polyolefin (TPO) membrane roofing.
- 3) Auditorium Carpentry Repairs – Incidental wood repairs during HVAC & Roofing reconstruction and all other weather and termite damaged eaves, molding, rafters, and rain gutters have been repaired.

Sufficient funds to complete this project were appropriated by the City Council during the 2020-2021 Capital Improvement Budget using Park in-lieu funds.

FINANCIAL IMPACT/COST:

Budget Amount: \$172,533.71
Funding Source: Park in-lieu

ATTACHMENT:

Notices of Completion (3)

Submitted by: 

Kevin Kwak, Principal Civil Engineer

Date: 6/17/2020

Concurred by: 

Clint Osorio, City Manager

Date: 6/18/20

Mina Semenza, City Clerk
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247

NOTICE OF COMPLETION

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 18th day of March, 2020, the City Manager of said City entered into contract with MK Builders & Services, Inc. whose address is 1103 W. 160nd Street, Gardena, CA 90247 for the improvement titled Rowley Park Auditorium HVAC System & Roofing Reconstruction (Incidental Carpentry), JN 980 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 13220 Van Ness Avenue, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on June 1, 2020.
5. That the City Council formally accepted this work and improvement on June 23, 2020.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City
this _____ day of _____, 2020.

Kevin Kwak

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 22nd day of October, 2019, the City Council of said City entered into contract with Honeywell International, Inc. whose address is 22 Centerpointe Drive, Suite 100, La Palma, CA 90623 for the improvement titled Rowley Park Auditorium HVAC System & Roofing Reconstruction, JN 980 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 13220 Van Ness Avenue, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on May 26, 2020.
5. That the City Council formally accepted this work and improvement on June 23, 2020.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Rowley Park Auditorium HVAC System & Roofing Reconstruction, JN 980 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this day of 2020.

City of Gardena

Kevin Kwak

Mina Semenza, City Clerk
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247

NOTICE OF COMPLETION

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 22nd day of October, 2019, the City Council of said City entered into contract with Midwest Roofing, Co., Inc. whose address is 1305 W. 132nd Street, Gardena, CA 90247 for the improvement titled Rowley Park Auditorium HVAC System & Roofing Reconstruction, JN 980 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at 13220 Van Ness Avenue, Gardena in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on May 19, 2020.
5. That the City Council formally accepted this work and improvement on June 23, 2020.

Kevin Kwak



City of Gardena

City Council Meeting

AGENDA REPORT SUMMARY

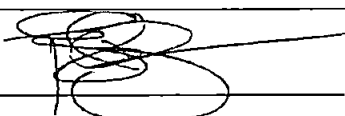
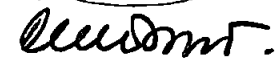
Agenda Item No. 8. B. (1)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 06/23/2020
Resolution: 6465

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: PUBLIC HEARING: CALL FOR REVIEW BY MAYOR CERDA OF THE PLANNING COMMISSION ACTION ON THE APPROVAL OF SITE PLAN REVIEW #2-20 AND TENTATIVE TRACT MAP #1-20 FOR THE CONSTRUCTION OF SIX NEW TOWNHOME UNITS IN THE MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE FOR A PROPERTY LOCATED AT 1938 WEST 146TH STREET

Resolution No. 6465: Upholding the Decision of the Planning Commission to Approve Site Plan Review #2-20 and Tentative Tract Map #1-20

APPLICANT: Javier Ordonez

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">▪ Conduct a public hearing▪ Receive testimony from the public▪ Approve resolution No. 6465 upholding the decision of the Planning Commission	<u>Action Taken</u> 	
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council conduct a public hearing and approve Resolution No. 6465, upholding the Planning Commission's decision to approve Site Plan Review #2-20 and Tentative Tract Map #1-20, to allow the construction of six new townhome units on the property located at 1938 West 146th Street.</p> <p>On May 19, 2020, the Planning Commission conducted a public hearing, at which time the Commission voted 5-0-0 to adopt Resolution No. PC 4-20, which approved Site Plan Review #2-20 and Tentative Tract Map #1-20.</p> <p>Attached is an agenda staff report providing information on the concerns raised during the May 19, 2020, Planning Commission meeting and changes to the design submitted by the applicant. The staff report that went to the Commission and the Commission's Resolution of Recommendation is attached for further information regarding the project. Additionally, staff's presentation to the Commission is included along with the transcribed meeting minutes.</p> <p>Staff determined the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303(b) and 15332 of the CEQA Guidelines.</p>		
<u>FINANCIAL IMPACT/COST:</u> None		
<u>ATTACHMENTS:</u> <p>Agenda Staff Report</p> <ul style="list-style-type: none">• Attachment A – Resolution No. 6465 with Conditions of Approval• Attachment B – Revised Project Plans, Dated June 5, 2020• Attachment C – Planning Commission packet dated May 19, 2020 and staff PowerPoint Presentation• Attachment D – Planning Commission Minutes dated May 19, 2020		
Submitted by: 	Raymond Barragan, Acting Community Development Director	Date: 06/18/2020
Submitted by: 	Clint Osorio, City Manager	Date: 06/18/2020

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. B. (1)

Department: Community Development

Meeting Date: 06/23/2020

Resolution No. 6465

AGENDA TITLE: PUBLIC HEARING: Call for Review by Mayor Cerda of the Planning Commission Action on the Approval of Site Plan Review #2-20 and Tentative Tract Map #1-20 for the Construction of Six New Townhome Units in the Medium Density Multiple-Family Residential (R-3) Zone For a Property Located at 1938 West 146th Street

RESOLUTION NO. 6465, Upholding the Decision of the Planning Commission to Approve Site Plan Review #2-20 and Tentative Tract Map #1-20

RECOMMENDATION:

Staff respectfully recommends that Council:

1. Open the Public Hearing;
2. Receive testimony from the Public; and
3. Adopt Resolution No. 6465, Upholding the Decision of the Planning Commission to Approve Site Plan Review #2-20 and Tentative Tract Map #1-20.

BACKGROUND:

On January 31, 2020, the applicant, Javier Ordonez, filed an application to demolish one single-family unit and construct six residential condominium units at the property located at 1938 West 146th Street. The actions required included approving a site plan review for the development and a tentative tract map for the subdivision (Site Plan Review #2-20 and Tentative Tract Map #1-20).

On May 19, 2020, the Planning Commission of the City of Gardena held a duly noticed public hearing on the Project at which time it considered all evidence, both written and oral. During the public hearing, several concerns were brought up by neighbors regarding privacy, density, the impact to street parking, and construction noise.

At the close of the public hearing, the Planning Commission adopted Resolution No. PC 4-20, which approved Site Plan Review #2-20 and Tentative Tract Map #1-20 for the construction of six new townhome units at the subject property.

On June 9, 2020, Mayor Cerda requested a call for review of the Planning Commission's action, requesting to know more about the project. Subsequently, the applicant submitted a revised project plans dated June 17, 2020, modifying the design of the buildings by further articulating architecture.

The Planning Commission's staff report and resolution of approval, are attached hereto to provide further information. This staff report focuses on the changes made to the design and the concerns raised during the May 19, 2020, Planning Commission meeting.

DEVELOPMENT STANDARDS

The subject property is a 14,402 square foot parcel on the south side of West 146th Street. Multifamily residential properties zoned R-3 (Medium Density Multiple-Family Residential) surround the subject property to the north, east, and west; single-family homes zoned R-1 (Single-Family Residential) are located to the south. The applicant's request to construct six residential dwelling units on the subject property complies with all the development standards of the R-3 Zone (Chapter 18.16 of the Gardena Municipal Code) as seen in the table below, including, but not limited to maximum building height, density, parking, and open space.

In regards to the concerns raised on density, the project will comply with the maximum density requirements of the Gardena Municipal Code ("GMC"), which will then add to the City's overall housing stock.

At the May 19, 2020 Planning Commission meeting, several comments were also made regarding the development's impact to street parking. Staff explained that the project would be meeting all of the minimum parking requirements by providing a two-car garage for each dwelling unit and three guest parking spaces for the entire development. The parking structures are attached to each unit and are architecturally compatible. The driveway of the project will include a newly paved driveway that will enhance the property and not detract from the architectural details. Lastly, staff noted that a condition was added to require the Covenants, Conditions and Restrictions (CC&Rs) of the condominiums to include a provision that all garage spaces be maintained for the parking of two cars.

Lastly, there were concerns regarding the noise levels during construction of the six residential units and during operation. Staff addressed the construction concerns by stating the applicant would be required to adhere to the requirements of Chapter 8.36 of the Gardena Municipal Code on hours for construction. Additionally, a condition was added to require the applicant to post the name, address, and contact information of the contractor on either side of the project site during the construction of the development in case any of the neighbors had concerns. A condition was added to require that trash cans be kept inside of the garage rather than outside where there could be more noise when trash and recycling was placed into the containers.

Table 1: Development Standards

Standard	Requirement	Proposed
Density (Maximum) <i>17 units/acre</i>	6 dwelling units	6 dwelling units
Unit Size (Minimum) <i>Three or more bedroom units</i>	1,200 sq. ft.	1,763.25 sq. ft.
Setback (Minimum)		
<i>Front</i>	20 feet	20 feet
<i>Side</i>	7.5 feet	8 feet
<i>Side</i>	7.5 feet	26 feet
<i>Rear</i>	7.5 feet	10 feet
Parking (Minimum)		
<i>Two or more Bedrooms (2 spaces per unit)</i>	12 spaces	12 spaces
<i>Guest Parking</i>	3 spaces	3 spaces

(0.5 space per unit)

Storage Space		
200 cubic feet per unit	1,200 cubic feet	+ 3,510 cubic feet
Height (Maximum)		
	35 feet	32 feet 7 inches
Open Space (Minimum)		
Useable Open space (per unit)	600 sq. ft./unit	733 - 1,087 sq. ft./unit

BUILDING DESIGN

The Project is of modern Spanish design with off-white stucco and light tan accent color through the buildings. The design of the structures also includes rustic red tile roofing and corbels that wrap around the roof line of each building. Other distinct parts of the architecture include variation in planes, projected balconies, and window shutters. Since the May 19, 2020, Planning Commission meeting the applicant has submitted revised elevation plans that provide an enhanced design. The applicant has added a difference in materials between the buildings which include stone detailing that will be located along the first-floor elevations, as seen in Figure 1 and 2. Additionally, the front unit, closest to West 146th Street, has been reoriented to provide a street facing design, see Figure 3.

Lastly, the applicant has added covered balconies to the second-floors of each unit that will face east towards the driveway, which will not only add to the articulation of the structures but will increase the private open space available for each unit, see Figure 4. The changes to the elevations of the building comply with the residential design criteria of the Zoning Code (GMC § 18.42.095).

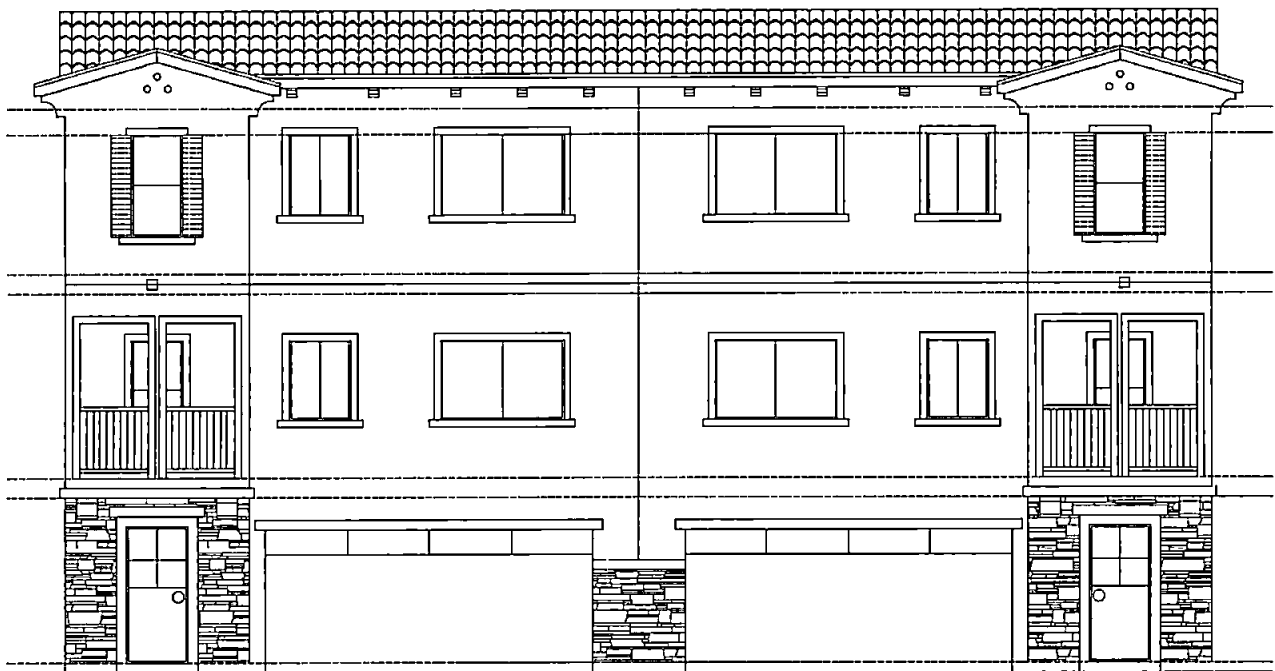


Figure 1: East Elevation

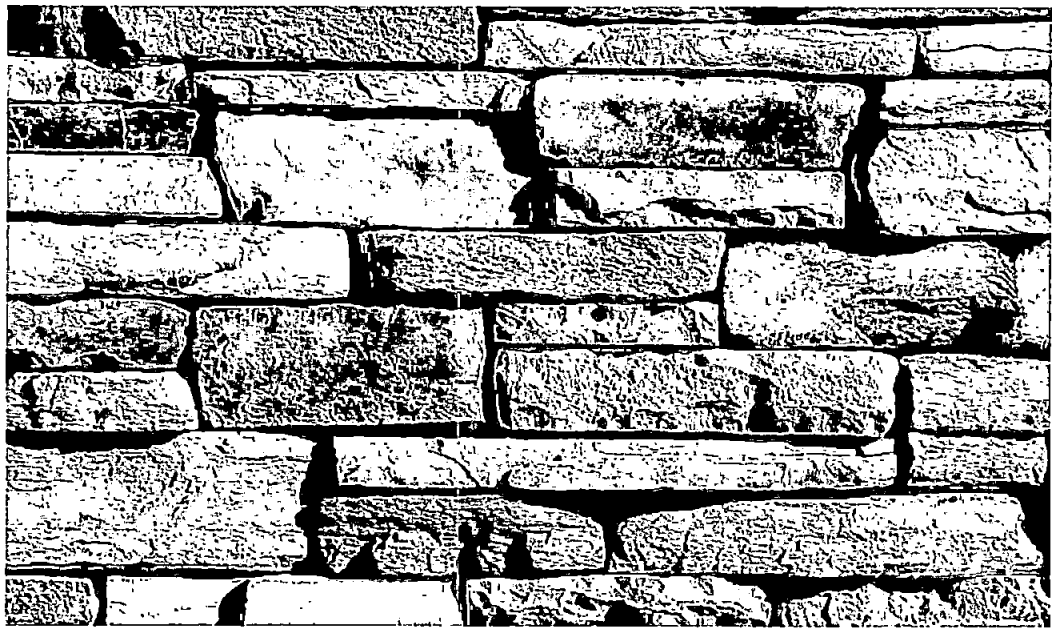


Figure 2: Stone Material Proposed



Figure 3: Street-Facing Design

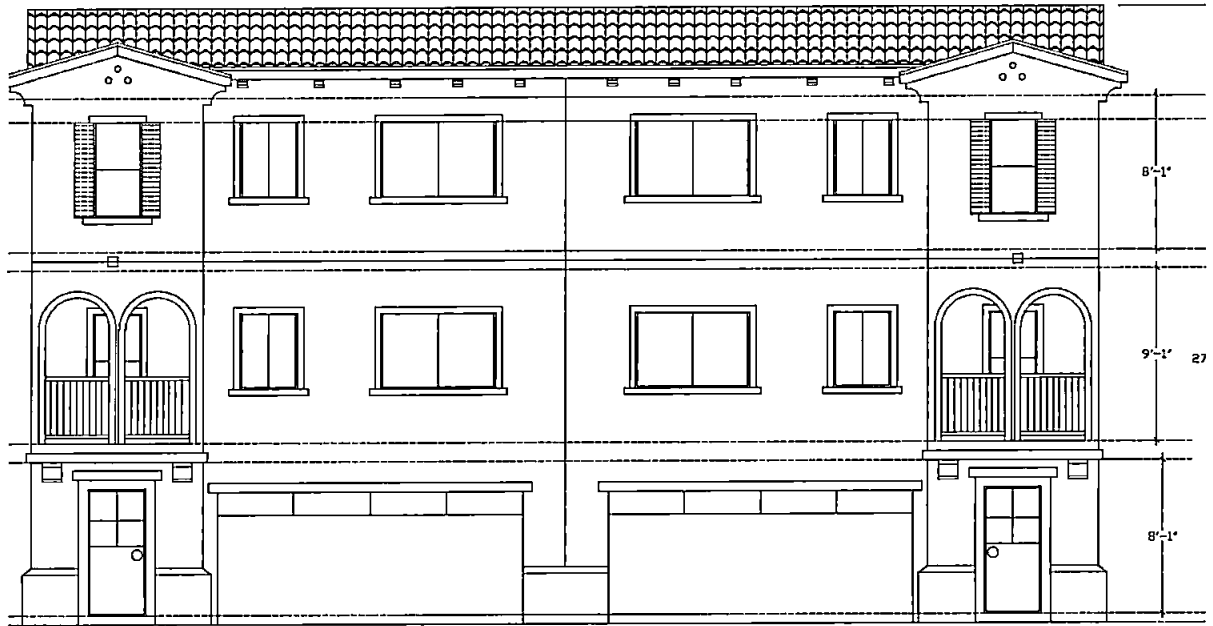


Figure 4: East Elevation with Balconies

The residential buildings do not exceed the maximum height regulation for the R-3 zoning district. The development does provide a front-facing façade towards West 146th Street, and various façade detail including changes in planes and materials on all sides that assist in reducing the scale of the buildings. The project provides various roof pitches on all sides of the buildings with substantial amount of articulation. Additionally, as conditioned the project will include a decorative block wall along the perimeters of the property and a vehicular wrought-iron gate will be located twenty feet from the front property line.

CONCLUSION

Staff respectfully recommends that the City Council conduct a public hearing, receive testimony from the public, and approve Resolution No. 6465, upholding the decision of the Planning Commission.

ATTACHMENTS

- Attachment A – Resolution No. 6465 with Conditions of Approval
- Attachment B – Revised Project Plans, Dated June 17, 2020
- Attachment C – Planning Commission packet dated May 19, 2020 and staff PowerPoint Presentation
- Attachment D – Planning Commission Minutes dated May 19, 2020

Attachment A

Resolution No. 6465 with Conditions of Approval

RESOLUTION NO. 6465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION APPROVING SITE PLAN REVIEW #2-20 AND TENTATIVE TRACT MAP #1-20 FOR THE CONSTRUCTION OF SIX NEW TOWNHOME UNITS IN THE MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE, PER SECTION 18.44.010.E AND CHAPTER 17.08 OF THE GARDENA MUNICIPAL CODE, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION

(SPR#2-20; TTM #1-20) (APN: 4062-007-025)

WHEREAS, on January 31, 2020, the applicant, Javier Ordonez, filed an application for a Site Plan Review and Tentative Tract Map to demolish one single-family unit and construct six residential condominium units (the "Project") at the property located at 1938 West 146th Street (the "Property"). The actions required include approving a site plan review for the development and a tentative tract map for the subdivision; and

WHEREAS, the project site General Plan designation is Medium Residential and the zoning is Medium Density Multiple-Family Residential (R-3); and

WHEREAS, the Property is bounded by single family residential zones (R-1) to the south, and multi-family dwelling zones (R-3) to west, east, and north across 146th Street; and

WHEREAS, on May 19, 2020, the Planning and Environmental Quality Commission ("Planning Commission") of the City of Gardena held a duly noticed public hearing on the Project at which time it considered all evidence, both written and oral; and

WHEREAS, at the close of the public hearing, the Planning Commission adopted Resolution No. PC 4-20, which approved Site Plan Review #2-20 and Tentative Tract Map #1-20 for the construction of six new townhome units at 1938 West 146th Street subject to conditions of approval; and

WHEREAS, on June 9, 2020, Mayor Cerda requested a call for review of the Planning Commission's action, requesting to know more about the Project; and

WHEREAS, after the Planning Commission's May 19, 2020, hearing, the applicant submitted revised project plans dated June 17, 2020, modifying the design of the buildings; and

WHEREAS, on June 23, 2020, the City Council held a duly noticed public hearing on all portions of the Project at which time it considered all evidence, both written and oral;

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

SECTION 1. SITE PLAN REVIEW.

Site Plan Review (#2-20) for the construction of a six-unit townhome, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A. The plans being approved are attached hereto as Exhibit B, as the same may be modified by the conditions of approval.

A. The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

1. The General Plan designates the subject property as medium density residential land use and the subject property is zoned Medium Density Multiple-Family Residential (R-3). The medium residential land use category is intended to provide a quality multifamily living environment. Allowing the six-unit townhome project would be consistent with various goals and policies of the General Plan including the following:

a. Housing Element Goal 1 – Maintain and enhance the stability and quality of the City's housing stock and residential neighborhoods.

As set forth above and in the staff report, which is incorporated by reference, the proposed site plan meets all of the development requirements, and the proposal, as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

b. Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

The subject site is located approximately one-half mile from several shopping centers within the City's jurisdiction. Additionally, local public schools including Chapman Elementary School and Junipero Serra High School are located less than one-half mile from the project site.

c. Community Design Plan DS Policy 2.11 – Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.

The proposed project will have an abundant amount of open space, all private, exceeding the City's requirements. All open spaces will be located behind secured fencing and gates for sole resident use.

2. The Project complies with all applicable development standards of the R-3 zone as set forth in the staff report and the design criteria of the Gardena Municipal Code Section 18.42.095.

a. Scale and Massing. The general perception of the size and volume of a building shall be compatible with and not more massive than that of surrounding buildings.

Multiple massing, front facing, and varied facade detailing are methods that can be used to reduce the scale of two-story homes.

The residential buildings do not exceed the maximum height regulation for the R-3 zoning district. The development does provide a front-facing façade towards West 146th Street, and various façade detail including changes in planes and materials on all sides that assist in reducing the scale of the buildings.

b. Street-Facing Entries. Homes and multi-unit dwellings shall have primary entrances and doorways oriented toward the street, rather than away from the street, to the greatest extent feasible.

The unit closest to West 146th Street has an enhanced entry that is oriented toward the street.

c. Architectural Detailing. Structures and walls and rooflines of structures shall contain a variety of distinct parts, architectural elements and surface treatments
The Project is of modern Spanish design with off-white stucco and light tan accent color through the buildings. The design of the structures also includes rustic red tile roofing and corbels that wrap around the roof line of each building. Other distinct parts of the architecture include variation in planes, projected balconies, and window shutters.

d. Rooflines. The rooflines provide a finishing visual detail for the residential structure. Varied rooflines reduce the scale of development. Single massing and box-like structures with minimal facade articulation shall be prohibited.

The Project provides various roof pitches on all sides of the buildings with substantial amount of articulation.

e. Garages, Driveways and Parking. The structures and paved surfaces devoted to cars have a major impact on the visual quality of the neighborhood and shall not dominate, detract from the architectural details or divide the visual impact of the site.

The parking structures are attached to each unit and are architecturally compatible. The driveway of the Project will include a newly paved driveway that will enhance the Property and not detract from the architectural details.

f. Walls and Fences. While they can provide privacy and a perception of security, walls and fences affect the visual quality of the neighborhood. Walls and fences visible from the street shall be compatible with the finish material and architecture of the structures and softened with landscape treatment placed at the base of or grown on the face of the wall or fence.
As conditioned the Project will include a decorative block wall along the perimeters of the property. A vehicular wrought-iron gate will be located twenty feet from the front property line.

g. Materials, Color and Texture. The pattern of colors, materials and surface treatment of structures affect not only the image of the buildings, but also the overall identity of the neighborhood. Selection of materials, color and surface treatment shall be compatible with architectural style of the structures. Neutral colors with the use of appropriate accent colors are the easiest to maintain and are preferred.

The Project consists of off-white stucco and light tan accent color throughout the buildings, and stone detailing on the front-facing façade, which is compatible with modern Spanish architecture.

B. The proposed development will not adversely affect the orderly and harmonious development of the area and the general welfare of the city.

1. As set forth above and in the staff report, which is incorporated by reference, the proposed site plan meets all of the development requirements, and the proposal, as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

SECTION 2. TENTATIVE TRACT MAP NO. 83046 (#1-20).

Tentative Tract Map No. 83046, dated February 6, 2020, and shown on Exhibit C, creating six condominium lots is hereby approved, subject to the conditions of approval attached as Exhibit A based on the fact that none of the findings which would prohibit the approval of a map are present and the map satisfies all of the requirements of the Gardena Municipal Code Chapter 17.08 and Government Codes 66474, 66473.1, and 66473.5

A. The map and design and improvement of the proposed subdivision is consistent with applicable general and specific plan (Government Code § 66474; § 66473.5).

1. The Land Use Plan and the zoning map currently designate the project site as Medium Residential Density, respectively. The proposed project will involve six townhome units and will be consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 146th Street as a local street. Local streets are designed to provide vehicular, pedestrian and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. There are no applicable Specific Plans.

B. The site is physically suitable for the type or density of development (Government Code § 66474).

1. The site is 14,420 square feet, flat, and serviced by all necessary utilities. The zoning of the property allows for 17 units per acre, or six units, and the applicant is proposing six units. The site also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the proposed development.

C. The design of the subdivision and the proposed improvements will not cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (Government Code § 66474).

1. The property was developed with one-story single-family home and detached garage. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the proposed project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The six-unit residential units are not expected to create environmental damage or public health problems

D. The design of the subdivision or type of improvements will not conflict with public access easements (Government Code § 66474).

1. The proposed subdivision was designed so as not to interfere with public access easements.

E. The design of the subdivision provides for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1).

1. During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest from the north (Los Angeles International Airport) and west from the south (Torrance Airport). The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the proposed subdivision provides for the configuration structures to provide for future passive or natural heating and cooling opportunities

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the following exemption:

1. Guidelines Section 15303(b) New Construction or Conversion of Small Structures. The project consists of the construction of six new residential condominium units and is located in an urbanized area.
2. Guidelines Section 15332, In-Fill Development Projects. The project is consistent with the general plan and zoning designations and regulations; occurs within the City boundaries on a site of less than 5 acres which is surrounded by urban uses; had no value as habitat for endangered, rare or threatened species; and can adequately be served by all required utilities and public services. Further, approval will not result in any significant effects for traffic, noise, air or water. After review of the project and review of appropriate studies related to the project, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.

B. The project is not subject to any of the exceptions for exemption under Section 15300.2 of the California Environmental Quality Act. The location of the project is predominantly urban and not considered a sensitive environment; therefore, the project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The

cumulative impact of this project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. Not only would the project not have any significant effects, but there are no unusual circumstances applicable to this project site. The project is not located along any state designated scenic highway nor within any designated hazardous waste site. There are no historical resources which would be impacted. Staff does not expect any significant impacts or unusual circumstances related to the approval of this project.

C. Staff is hereby directed to file a Notice of Exemption.

SECTION 4. RECORD.

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

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 23rd day of June, 2020.

TASHA CERDA, Mayor

ATTEST:

APPROVED AS TO FORM:

MINA SEMENZA, City Clerk
Attorney


CARMEN VASQUEZ, City

Attachments:

Exhibit A – Conditions of Approval

Exhibit B – Project Plans dated June 5, 2020

Exhibit C – Tentative Parcel Map #83046 (TTM#1-20)

EXHIBIT A

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR SITE PLAN REVIEW #2-20 AND TENTATIVE TRACT MAP NO. 83046 (#1-20)

All conditions apply to all approvals unless otherwise specified.

GENERAL CONDITONS

- GC 1. The Applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement. The resolution of approval and conditions shall be recorded with the County Recorder. Proof of compliance shall be in the form of a copy of the recorded document, submitted to the Community Development Office, prior to issuance of any construction permit.
- GC 2. Development of this site shall comply with the requirements and regulations of Title 15 (Building and Construction), Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code
- GC 3. The applicant shall comply with all written policies, resolutions, ordinances, and all applicable laws in effect at time of approval. The conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 4. The applicant shall provide the City with a draft of the Covenants, Conditions and Restrictions (CC&R's) which shall apply to the condominium, for review and approval prior to approval of the final map or issuance of a certificate of occupancy. The CC&R's shall include, at a minimum, the following provisions, as may be further detailed in these conditions:
- a. Any revisions to the CC&R's shall require prior city approval.
 - b. Maintenance and repair obligations of all private streets/driveways.
 - c. Maintenance and repair obligations of all open spaces and Common Area.
 - d. *Requirement that all trash bins shall be stored in the garages of each residential dwelling unit at all times.*
 - e. Prohibition against outdoor storage.
 - f. Prohibition against alterations to architectural treatments.
 - g. Requirement that all garage spaces be maintained in such a manner as to be able to be used for parking of two cars.
 - h. Prohibition against parking in driveways areas and in front of garages.
 - i. Prohibition against residents using guest parking spaces.
- When the draft of the CC&Rs is provided to the City for review, it shall be accompanied by a table specifying where each of the above conditions can be found.***
- GC 5. The applicant shall pay a multiple-unit residential development impact fee of \$1,000/unit.
- GC 6. California Government Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities

related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement. The applicant has ninety (90) days from the date of adoption of this Resolution to protest the impositions described above. The applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions.

- GC 7. Prior to the issuance of demolition or construction permits, the contractor/developer shall prepare and implement a construction management plan, approved by the City, which includes procedures to minimize off-site transportation of heavy construction equipment. Prior to commencement of work, the contractor/developer shall schedule a pre-job meeting with the City's engineering and building inspectors to minimize construction noise levels, including sound-reduction equipment as deemed necessary by the City.
- GC 8. The site layout and physical appearance of the structures shall be in accordance with the submitted plans approved by the Planning and Environmental Quality Commission, and modified by these conditions of approval. The final completed project shall be in substantial compliance with the plans upon which the Commission based its decision, as modified by such decision. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community Development Director.
- GC 9. Grading and construction activities on the project site shall adhere to the requirements of Chapter 8.36 of the Gardena Municipal Code, which limits construction activities to the hours of 7 a.m. to 6 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on Saturdays. Construction activities on Sundays and public holidays are strictly prohibited.
- GC 10. Trash pick-up and other exterior facility cleaning activities shall be restricted to the hours of 7 a.m. to 10 p.m., seven days a week. These activities shall be prohibited during peak traffic hours.
- GC 11. Any and all roof-mounted equipment, devices or materials shall be totally screened from public view. The screen enclosures shall be constructed of the same or similar materials, colors and texture of the building.
- GC 12. All exterior lighting shall be designed, arranged, directed, or shielded in such a manner as to contain direct illumination on-site, thereby preventing excess illumination and light spillover onto adjoining land uses and/or roadways.
- GC 13. Parking shall be prohibited in the driveway areas and in front of the garages.
- GC 14. Residents' vehicles shall be stored in the garages at all times while on the site. Residents shall not be allowed to use Guest Parking for their own vehicles.
- GC 15. The entire site, all walls and fencing, and all building walls shall be maintained at all times free and clear of litter, rubbish, debris, weeds and graffiti. Graffiti shall be removed within 24 hours and if paint is used to cover the graffiti, it shall be of the same color and texture as the building wall.
- GC 16. Conditions GC12 – 15, SPR 2, and BS 10 shall be incorporated in the CC&Rs.

- GC 17. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including but not limited to review of all documents required by these conditions of approval.
- GC 18. The applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of Site Plan Review #2-20, Tentative Tract Map #1-20, and the subsequent Notice of Exemption. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

SITE PLAN REVIEW

- SPR1. Site Plan Review #2-20 shall be utilized within a period not to exceed twelve (12) months from the date of approval, unless an extension is granted in accordance with Section 18.44.060 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.
- SPR2. The CC&Rs shall provide that the HOA shall maintain landscaping in a healthy and well-kept manner and shall maintain the landscape irrigation system in an operating manner, at all times.

PLANNING

- PL1. *Prior to the start of construction, with the consent of the Hong's, the developer shall document the condition of the inside and outside of the Hong's home. If, after construction is completed, there is any damage to the neighboring property from such construction, developer shall make repairs to the Hong's' property.*
- PL2. *The applicant shall post the name, address, and contact information for the contractor to the neighbors on either side of the project site during the construction of the development.*
- PL3. *The applicant shall ensure that the perimeter block wall along the east, south, and west property lines shall have a height of seven-feet.*

TENTATIVE TRACT MAP

- TTM 1. The final tract map shall be recorded with the Los Angeles County Recorder's office within a period not to exceed twenty-four (24) months from the date of approval, unless an extension is granted in accordance with Gardena Municipal Code section 17.08.070 or by State law. If said map is not recorded within such time, the life of the map shall be deemed expired and said approval shall be considered null and void.

- TTM 2. The tentative tract map shall conform to the provisions of the State Subdivision Map Act and Title 17 of the Gardena Municipal Code (Subdivisions).
- TTM 3. In accordance with Section 17.08.170 of the Gardena Municipal Code, the applicant shall dedicate all necessary rights-of-way for public improvements and shall construct such improvements at no cost to the City. Such improvements may include, but not be limited to, site grading and drainage, new sidewalk, curb and gutter, driveways, street trees, roadway paving, street lights, traffic control devices, gas mains, electric power lines, telephone and cable lines, all of which shall be installed in accordance with the specifications of the Public Works Department. All utilities shall be underground.
- TTM 4. Pursuant to Government Code § 66495, at least one exterior boundary line of the land being subdivided must be adequately monumented or referenced before the map is recorded.
- TTM 5. Private driveways shall be indicated on the final map as "Private Driveway and Fire lane" with the widths clearly depicted and shall be maintained in accordance with the Fire Code. All required fire hydrants shall be installed, tested and accepted prior to construction.
- TTM 6. Prior to initial phase associated with building construction, all above-ground and underground infrastructure shall be installed.
- TTM 7. The developer shall pay in lieu park fees in accordance with Chapter 17.20 of the Gardena Municipal Code. Total in lieu park fees due is \$60,000 and shall be paid in full to the City prior to final map.

BUILDING AND SAFETY

- BS1. The applicant shall comply with all applicable portions of the California Building Standards Code (Title 24, California Code of Regulations) in effect at the time of permit application.
- BS2. Separate permits shall be obtained for Electrical, Plumbing, Mechanical, Fences and Block Walls.
- BS3. The approval of plans and specifications does not permit the violation of any section of the Building Code, Cities Ordinances, and or State Law.
- BS4. The applicant shall ensure that the Conditions of Approval be printed on the working drawings.
- BS5. All plans and specifications shall be signed by a design professional in accordance with the California Business and Profession Code.
- BS6. If the existing sewer line to the street is to be used, a video scoping shall be done prior to foundation inspection and said video shall be provided to the Building Inspector, as to ensure the existing line is adequate. If the video scoping shows that the existing sewer line is inadequate the applicant shall be required to replace it.
- BS7. The project shall comply with all applicable NPDES, SUSMP AND BMPS. The applicant shall show compliance at building department submittal.
- BS8. The applicant shall comply with the State and cities recycling programs. Compliance

forms must be filled out prior to final building sign off.

- BS9. The approval of plans and specifications does not permit the violation of any section of the building code, county ordinances, or state law.
- BS10. The CC&Rs shall require the Homeowners Association to maintain the parking lot and stripping in good condition.

PUBLIC WORKS

- PW1. The applicant shall provide a 2-foot easement along West 146th Street in front of the project site.
- PW2. The applicant shall pay a sewer fee of \$840.00 to the Gardena Public Works Department.
- PW3. The applicant shall remove and replace all sidewalk in front of the project site.
- PW4. The applicant shall remove and replace all curb and gutter in front of the project site.
- PW5. The applicant shall remove and replace concrete driveway in front of the project site.
- PW6. The applicant shall abandon driveways and replace with new curb gutter and sidewalk in front of the project site.
- PW7. The applicant shall provide improvement plan showing all requirements to the Gardena Public Works Department for review. Street improvement plans shall be designed and signed by a registered Civil Engineer.
- PW8. An Encroachment/Excavation Permit shall be obtained from the Gardena Public Works Department.

Javier Ordonez certifies that it has read, understood, and agrees to the Project Conditions listed herein.

Javier Ordonez

Attachment B

Revised Project Plans, Dated June 5, 2020

SCOPE OF WORK

- DEMO EXISTING 1 STORY S.F.D. 1081 SQFT
- BUILD NEW SIX 3 STORY UNITS

DATA TABLE PER UNIT

3 STORY
S.F.D.
1st 80.5
2nd 804.25
balcony 36
3rd 842.5
total
1763.25 SQ.FT
2 CAR GARAGE/LAUNDRY 612.5 SQ.FT
PATIO 91 SQFT
TOTAL PER UNIT 2466.75 SQFT

TOTAL ALL SIX UNITS
2466.5x6= 14,800.5 SQFT

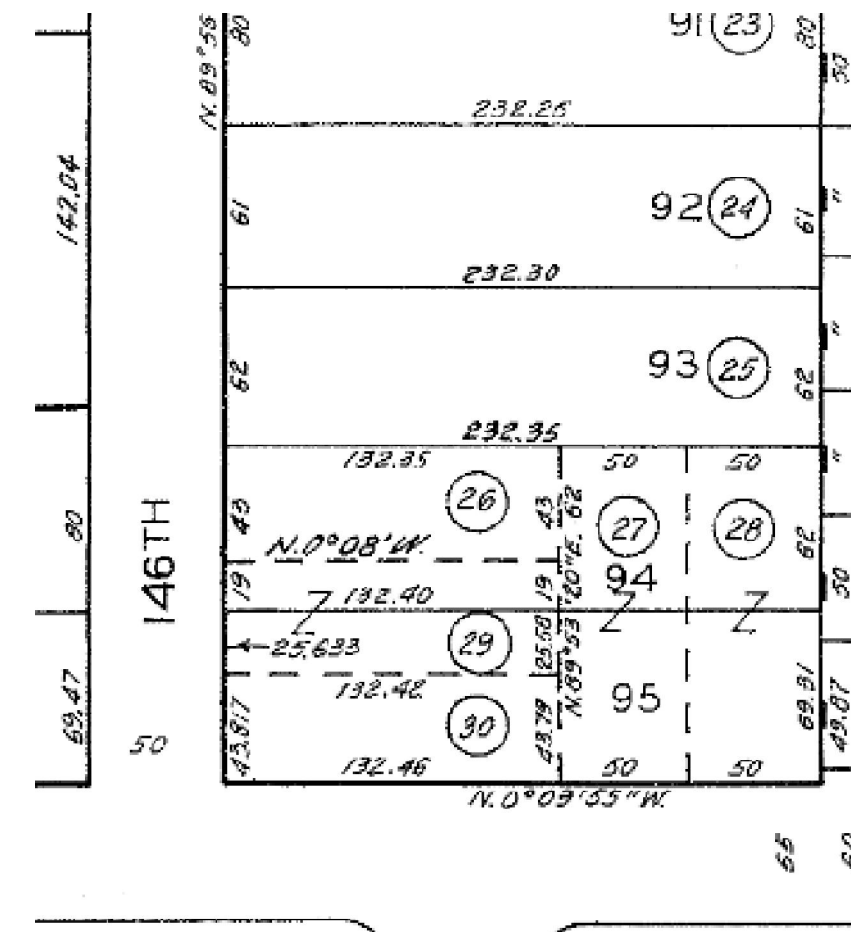
LOT SIZE
213'x62'=13206 SQFT

LOT COVERAGE
4683/13206 = 35%

STORIES 3
TYPE OF CONSTRUCTION VB
SPRINKLERED YES
USE RESIDENTIAL/U
HEIGHT 33'-8"

SHEET INDEX

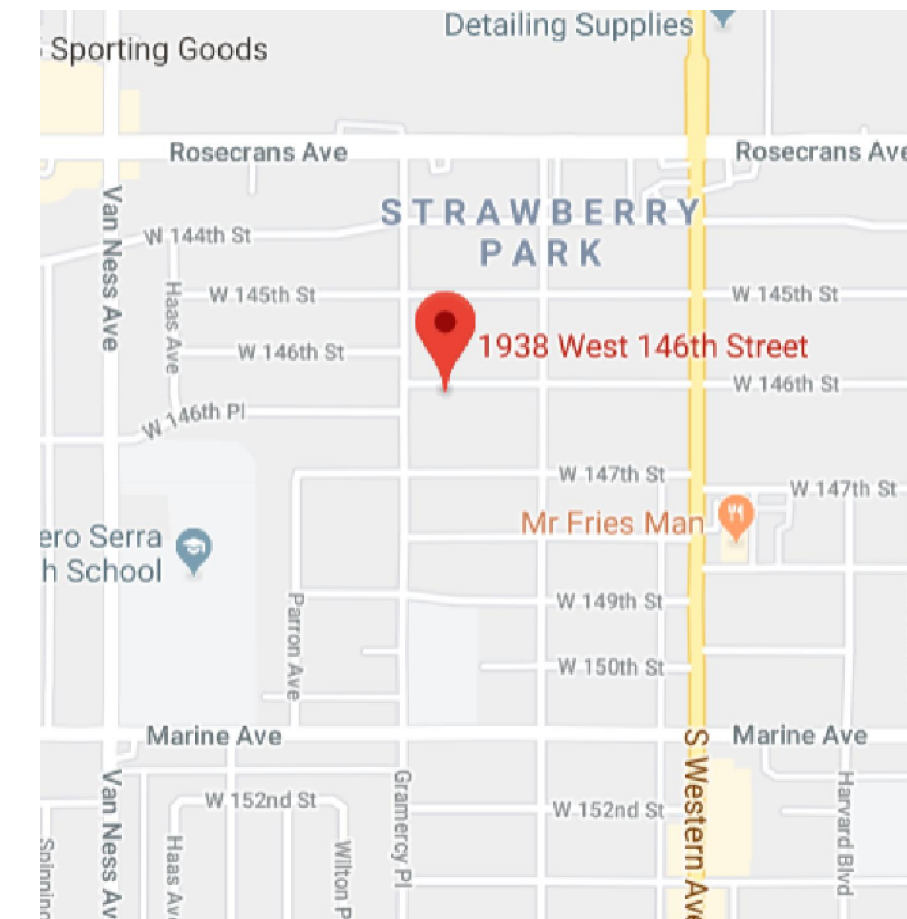
- 1 SITE PLAN
- 2 LANDSCAPE PLAN
- 3 SECURITY/LIGHTING PLAN
- 4 FLOOR PLAN UNITS A/B
- 5 FLOOR PLAN UNITS C/D, E/F
- 6 ELEVATIONS UNITS A/B
- 7 ELEVATIONS UNITS C/D, E/F



ASSESSORS MAP

Property Information
Assessor's ID No. 4062-007-025

Property Boundary Description
TRACT NO 5642 LOT 93



VICINITY MAP

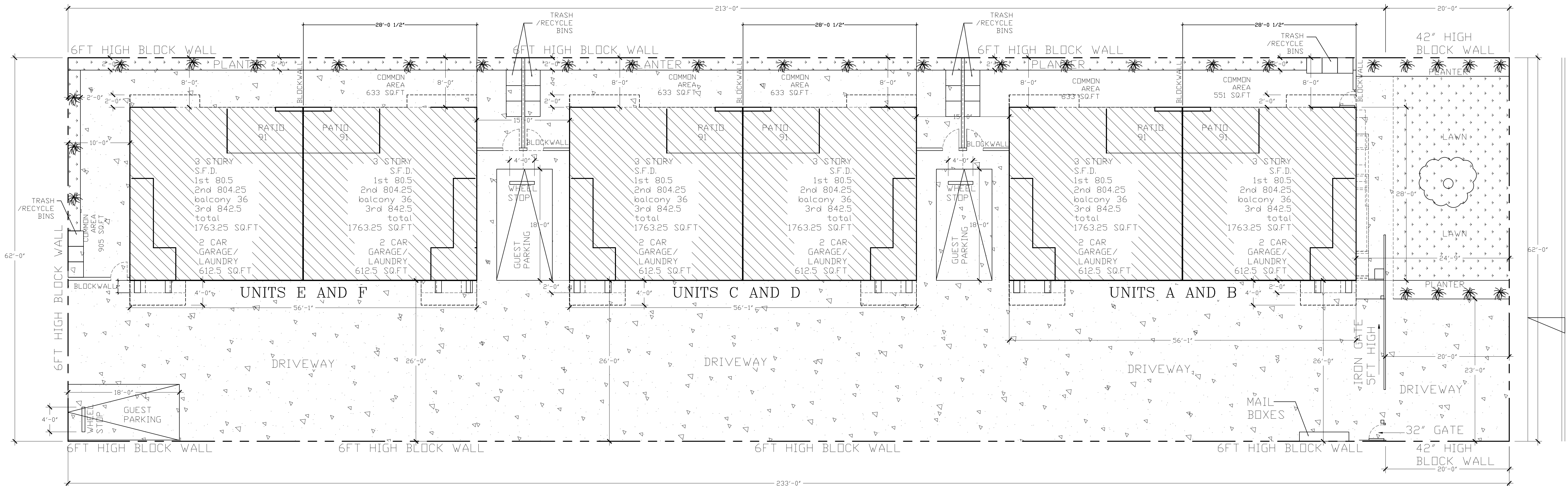
SCALE: NOT TO SCALE

SITE NOTES

-THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES,PULL BOXES, TRANSFORMERS, VAULTS, PUMPS, VALVES, METERS, APPURTENANCES, ETC)OR TO THE LOCATION OF THE HOOD-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES-WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.

-AN APPROVED SEISMIC GAS SHUTOFF VALVE WILL BE INSTALLED ON THE FUEL GAS LINE ON THE DOWN STREAM SIDE OF THE UTILITY METER AND BE RIGIDLY CONNECTED TO THE EXTERIOR OF THE BUILDING OR STRUCTURE CONTAINING THE FUEL GAS PIPING(PER ORDINANCE 171,874 FOR WORK OVER \$10,000.)

THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BY PRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTEWATER GEERATED ON CONSTRUCTION SITES BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.

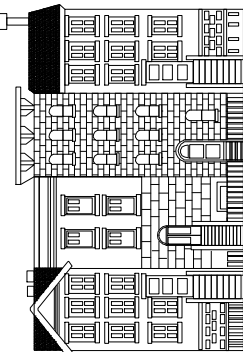


SITE PLAN
SCALE: 1/8"=1'-0"

REVISIONS	
No.	DATE:
No.	DATE:
No.	DATE:

NOTICE:
WRITTEN DIMENSIONS OF THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

THESE DRAWINGS AND LAYOUTS ARE NOT TO BE REPRODUCED OR COPIED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF DESIGNER



Associated Builders of California

- BLUEPRINTS SERVICES
- NEW HOMES
- ADDITIONS
- SOIL REPORTS

CARLOS MONTES
323-354-8504
associatedbuildersofcal@yahoo.com

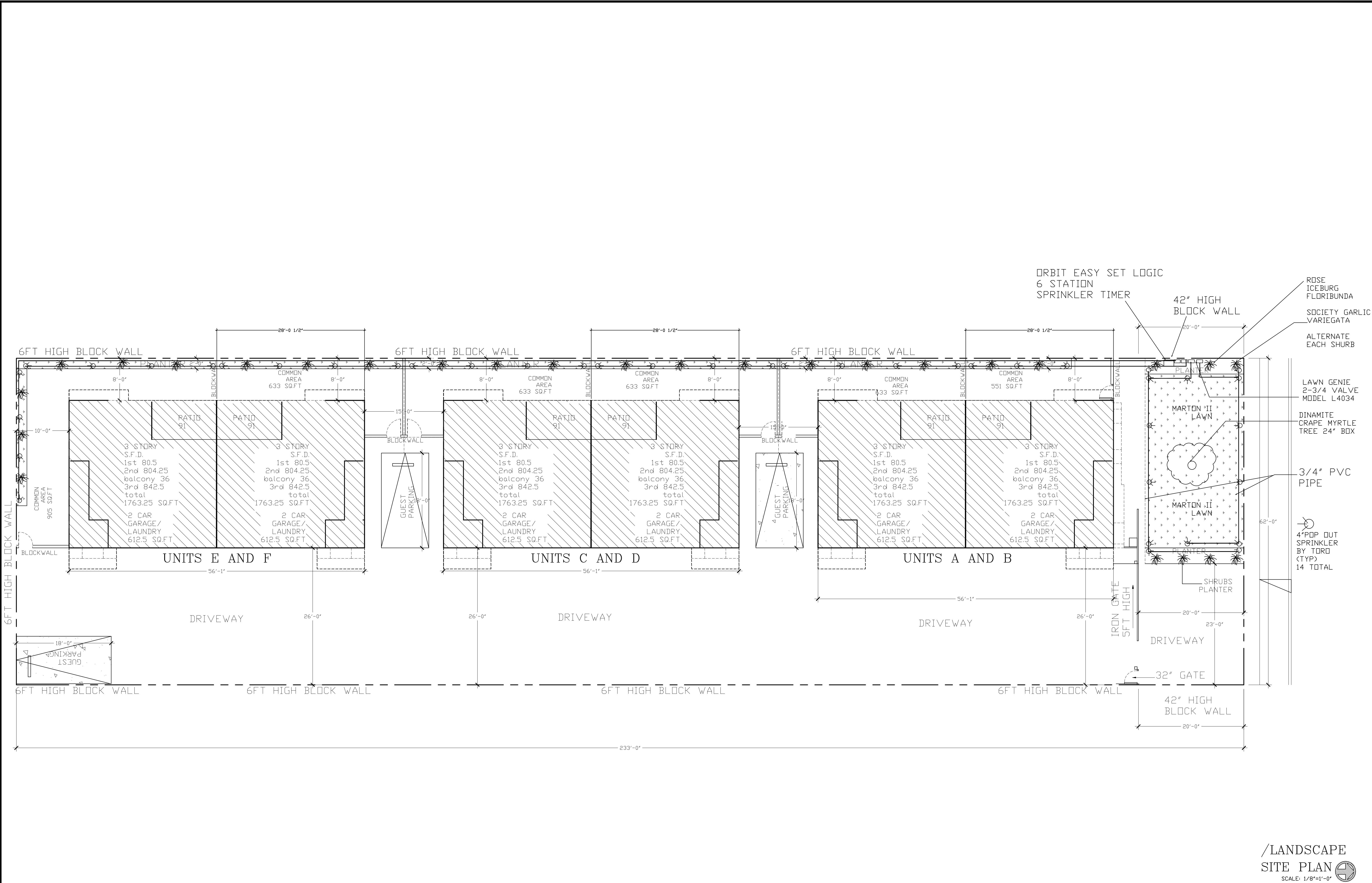
- STRUCTURAL CALCS
- GRADING PLAN
- T24

PROJECT: 1938 W 146TH ST GARDENA, CA 90249	OWNER: JAVIER ORDONEZ(310-350-4222) 13229 VAN NESS AVE GARDENA, CA, 90249
--	--

DRAWN
DATE
SCALE
JOB NO.

SHEET

1 OF 7

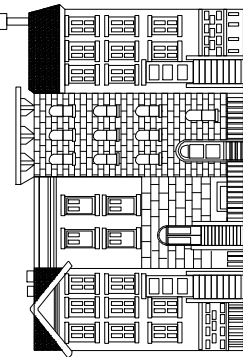


/LANDSCAPE
SITE PLAN
SCALE: 1/8"=1'-0"

REVISIONS	
No.	DATE:
No.	DATE:
No.	DATE:

NOTICE:
WRITTEN DIMENSIONS OF THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

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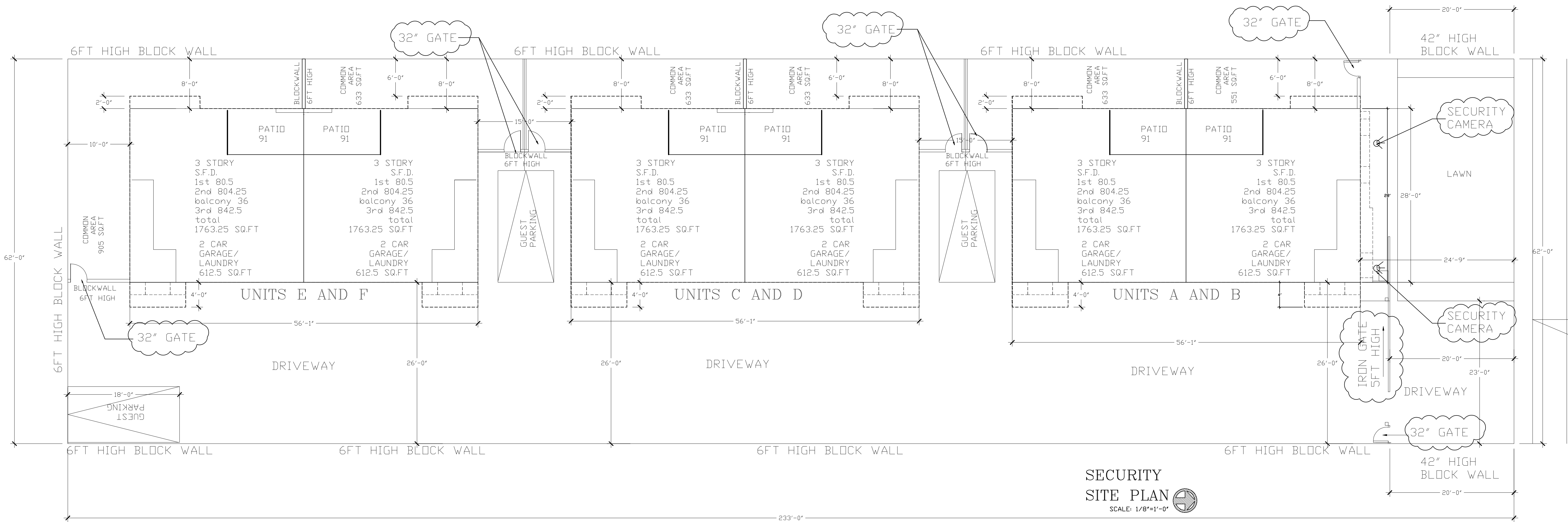


Associated Builders of California
BLUEPRINTS SERVICES
•NEW HOMES
•ADDITIONS
•SOIL REPORTS
•T24
CARLOS MONTES
323-354-8504
associatedbuildersofcalifornia@yahoo.com

PROJECT: 1938 W 146TH ST
GARDENA, CA 90249
OWNER: JAVIER ORDOÑEZ(310-350-4222)
13229 VAN NESS AVE
GARDENA, CA, 90249

DRAWN
DATE
SCALE
JOB NO.

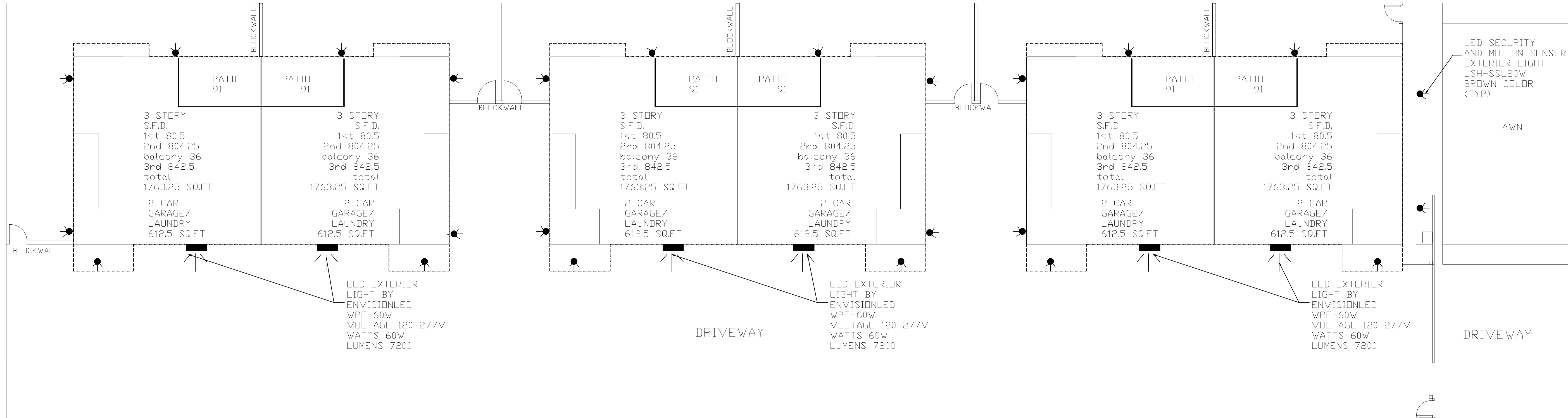
SHEET
2 OF 7



SECURITY

SITE PLAN

SCALE: 1/8"=1'-0"



LIGHTING

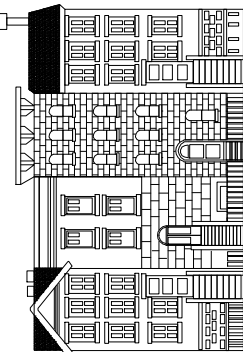
SITE PLAN

SCALE: 1/8"=1'-0"

REVISIONS	
No.	DATE:
No.	DATE:
No.	DATE:

NOTICE:
WRITTEN DIMENSIONS OF THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

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Associated Builders of California

BLUEPRINTS SERVICES

•NEW HOMES

•ADDITIONS

•SOIL REPORTS

•STRUCTURAL CALCS

•GRADING PLAN

•T24

CARLOS MONTES

323-354-8504

associatedbuildersofcal@yahoo.com

PROJECT: 1938 W 146TH ST
GARDENA, CA 90249

OWNER: JAVIER ORDONEZ(310-350-4222)

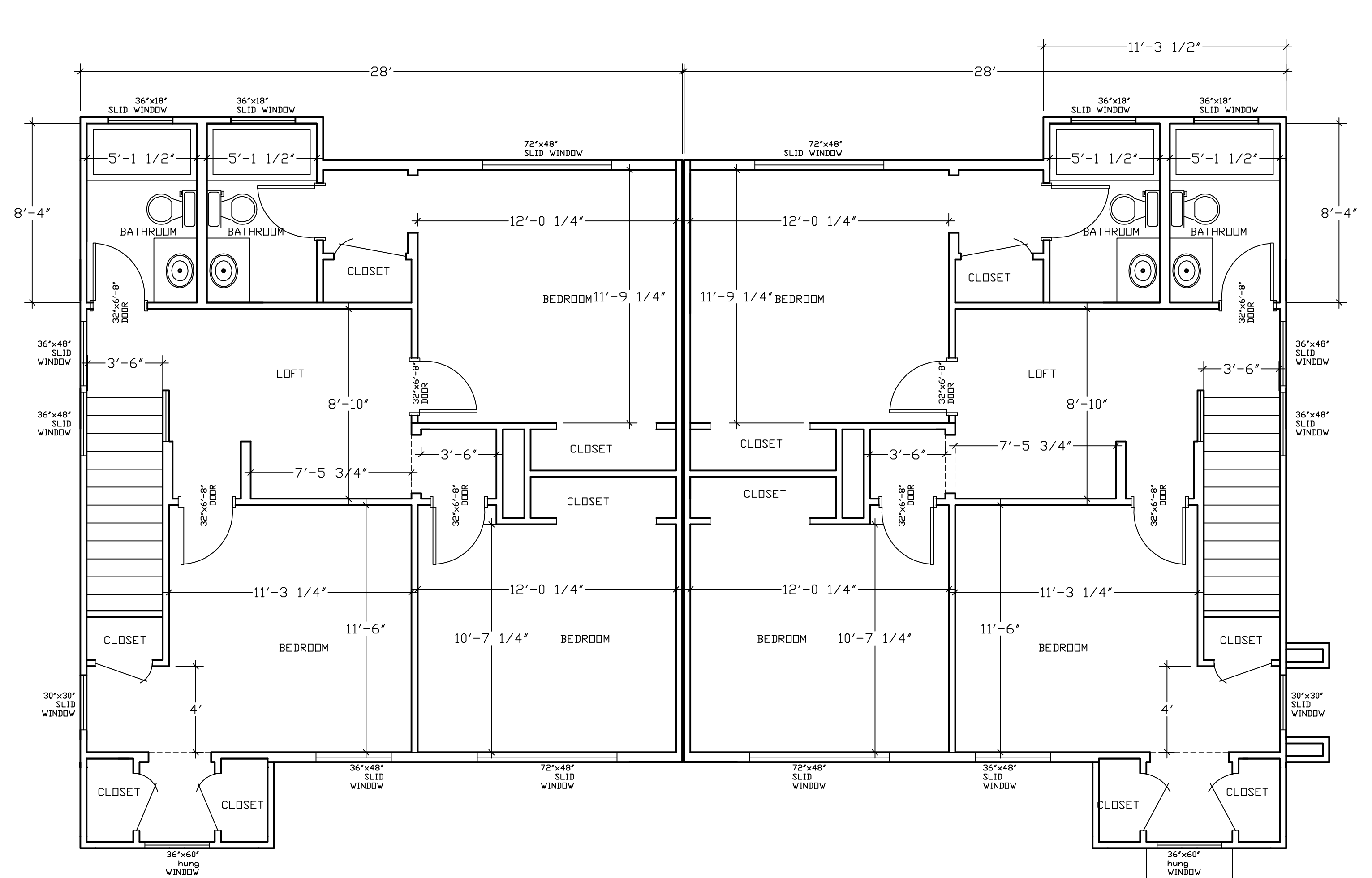
13229 VAN NESS AVE

GARDENA, CA, 90249

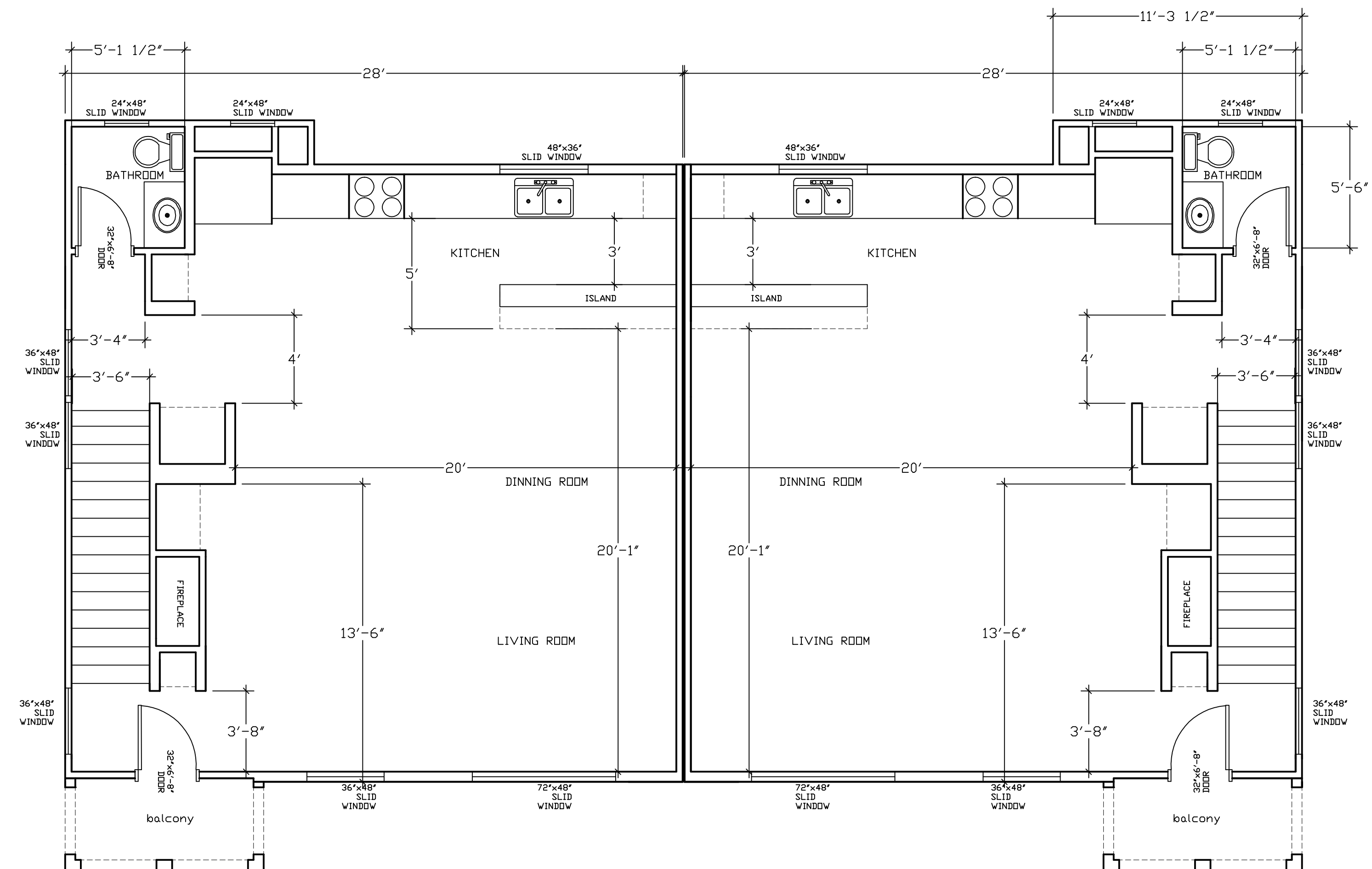
DRAWN
DATE
SCALE
JOB NO.

SHEET

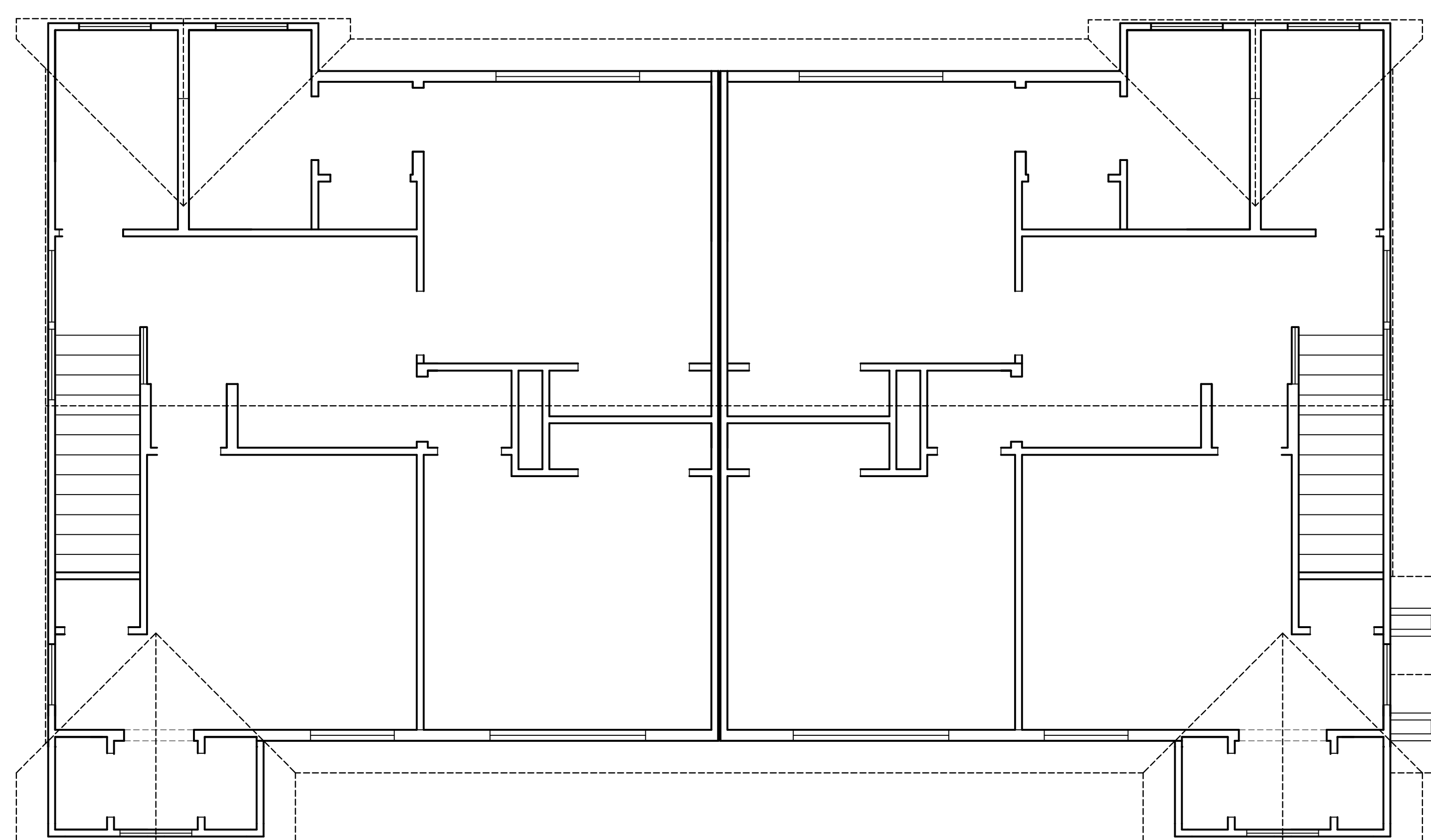
3 OF 7



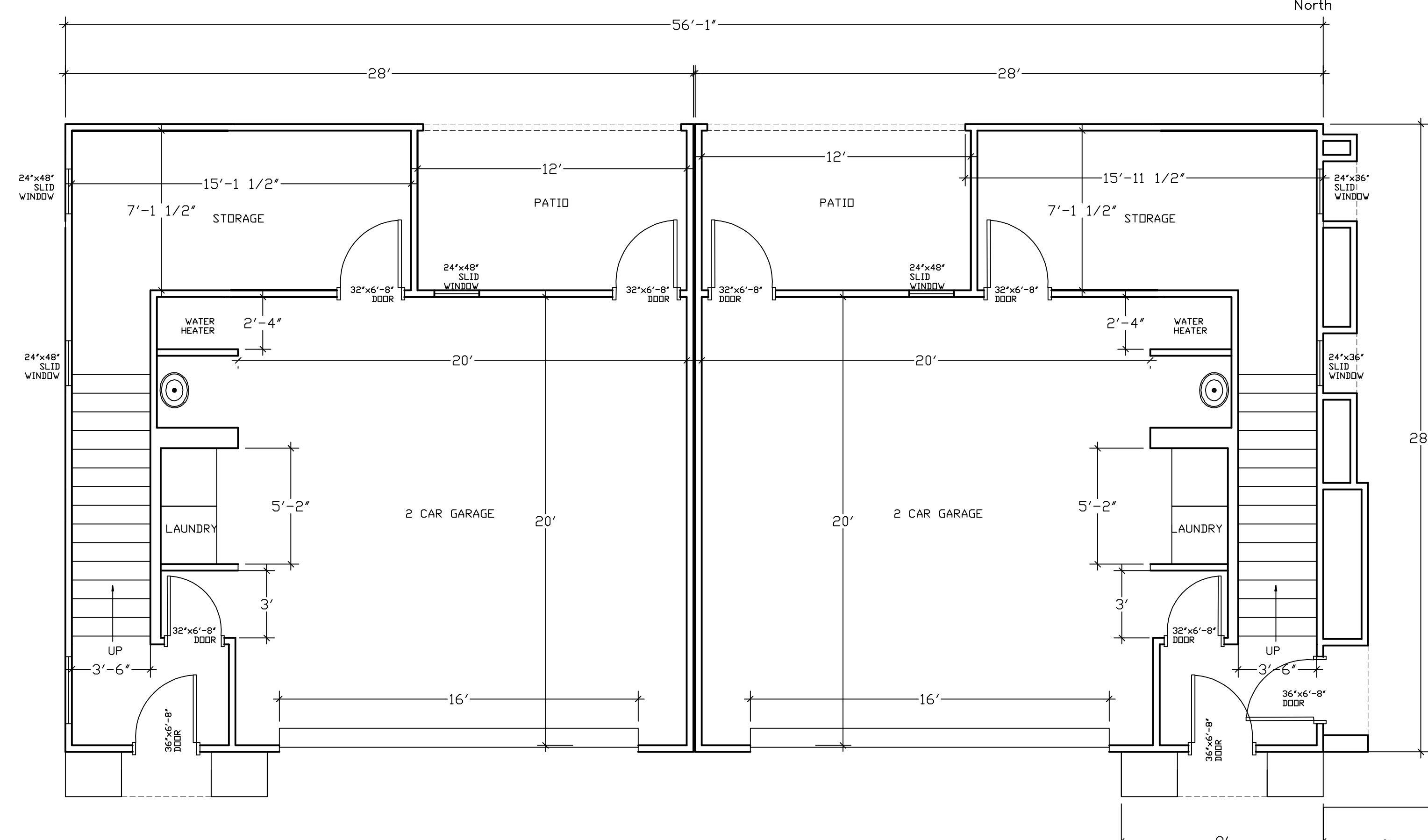
3RD FLOOR PLAN
SCALE: 1/4"=1'-0"
North



2ND FLOOR PLAN
SCALE: 1/4"=1'-0"
North

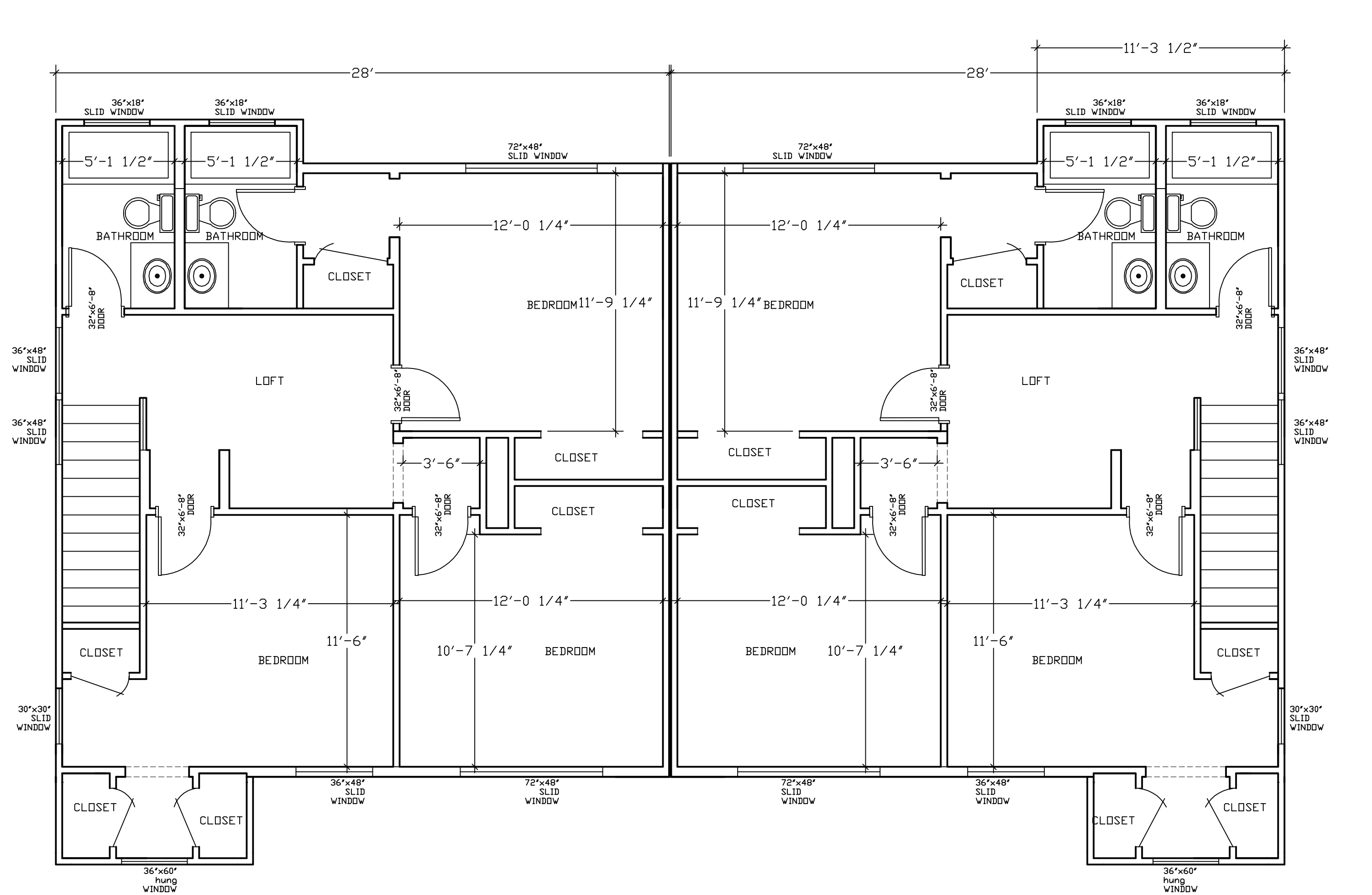


ROOF PLAN
SCALE: 1/4"=1'-0"

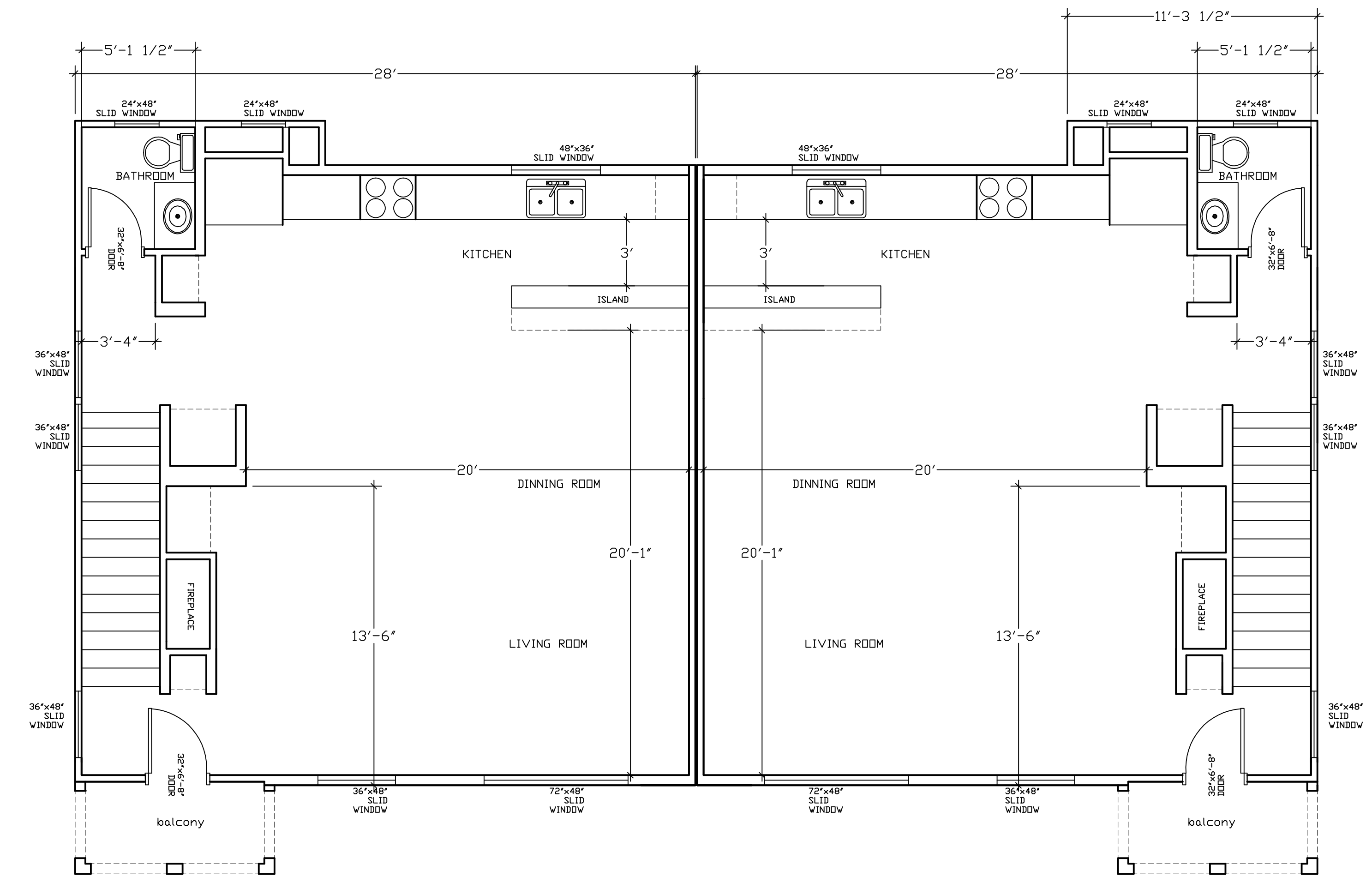


FOR UNITS A AND B

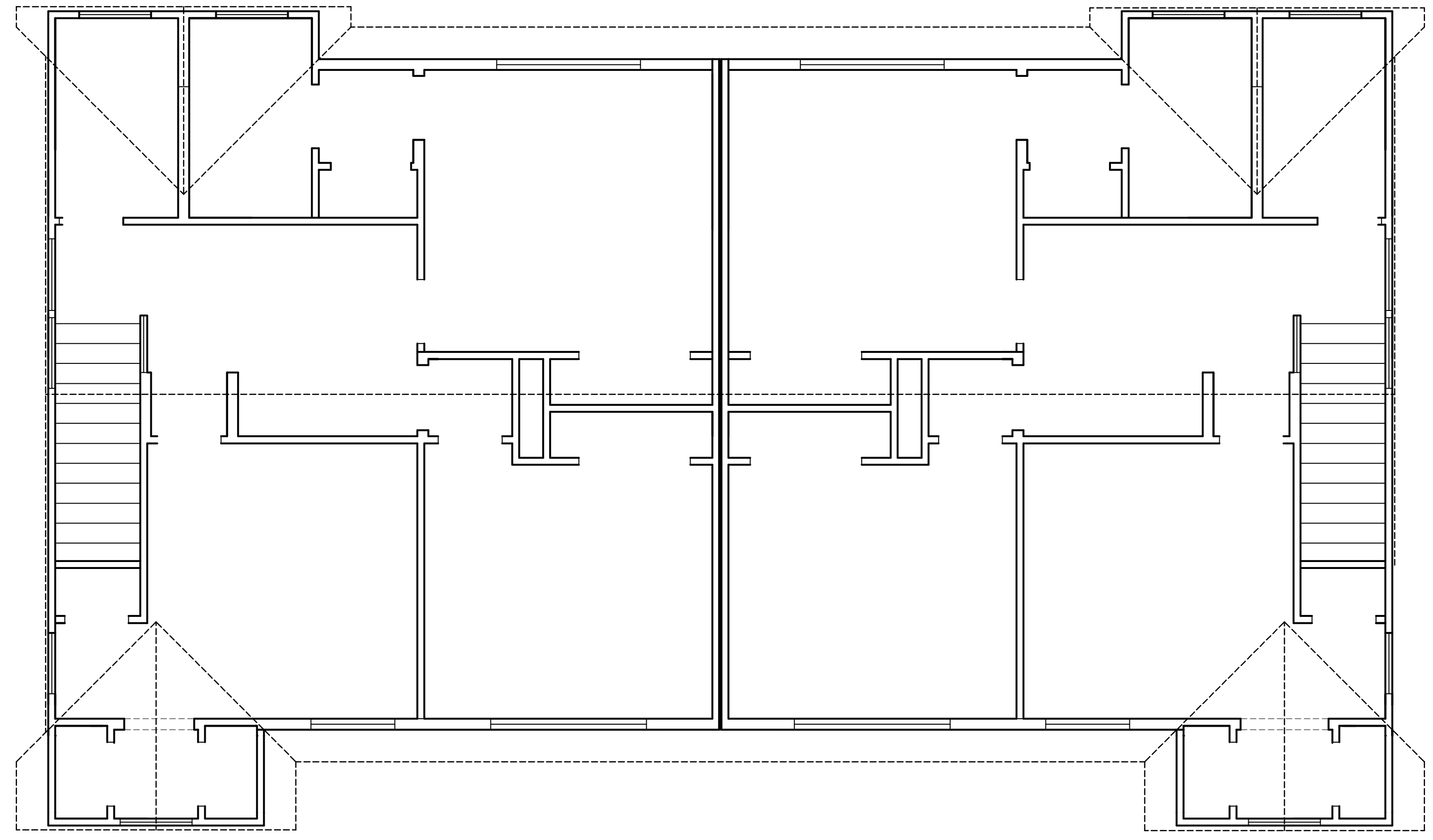
1ST FLOOR PLAN
SCALE: 1/4"=1'-0"



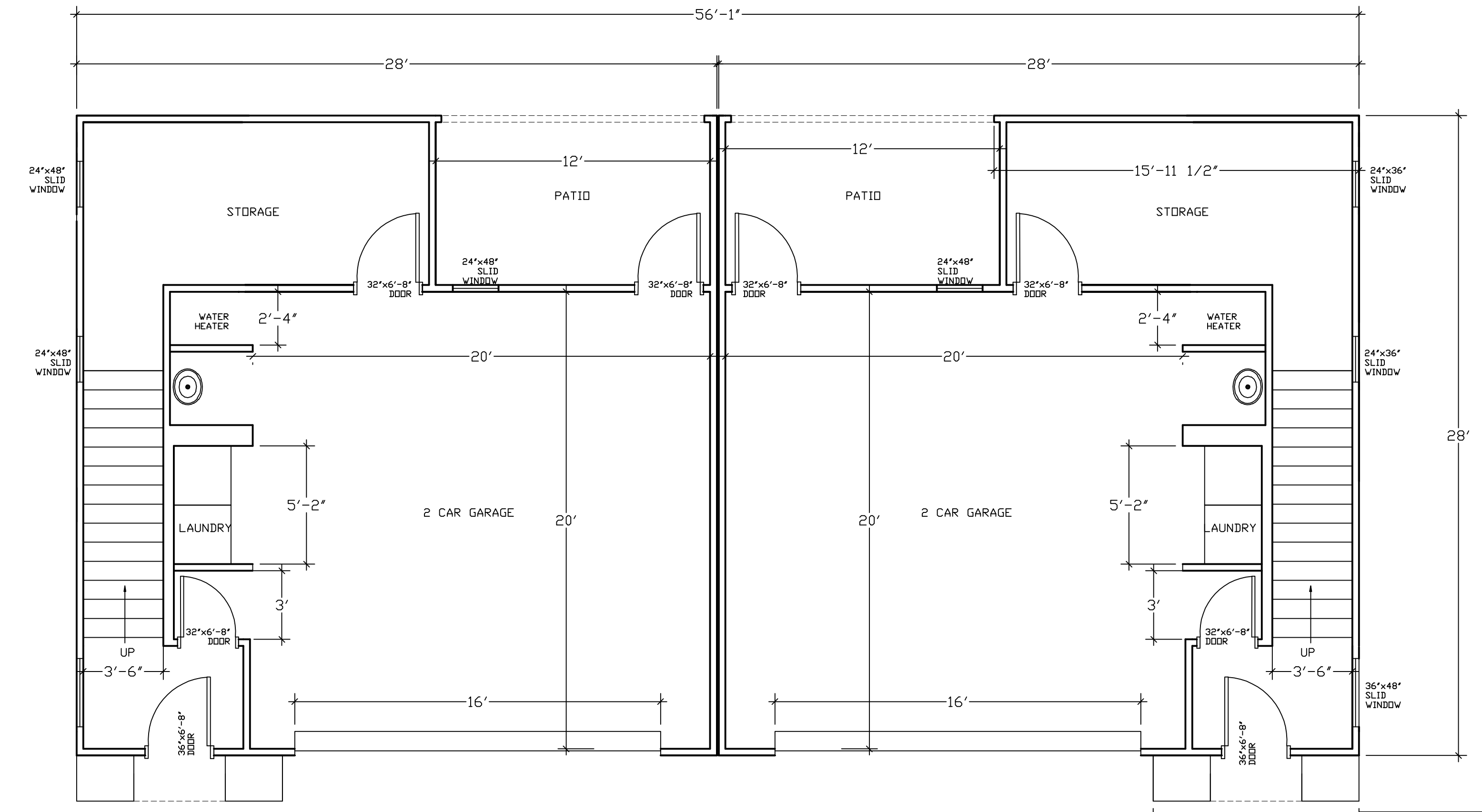
3RD FLOOR PLAN
SCALE: 1/4"=1'-0"
North



2ND FLOOR PLAN
SCALE: 1/4"=1'-0"
North

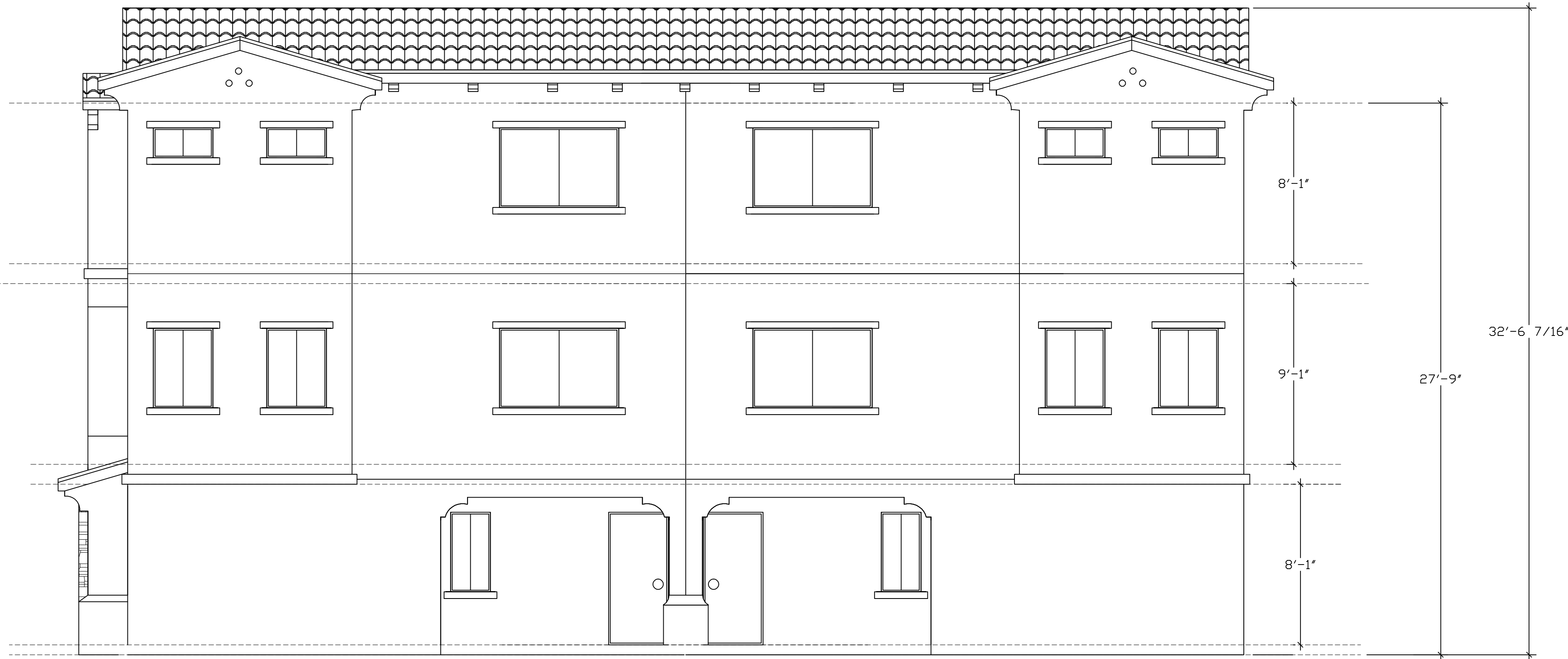


ROOF PLAN
SCALE: 1/4"=1'-0"



FOR UNITS C AND D
FOR UNITS E AND F

1ST FLOOR PLAN
SCALE: 1/4"=1'-0"



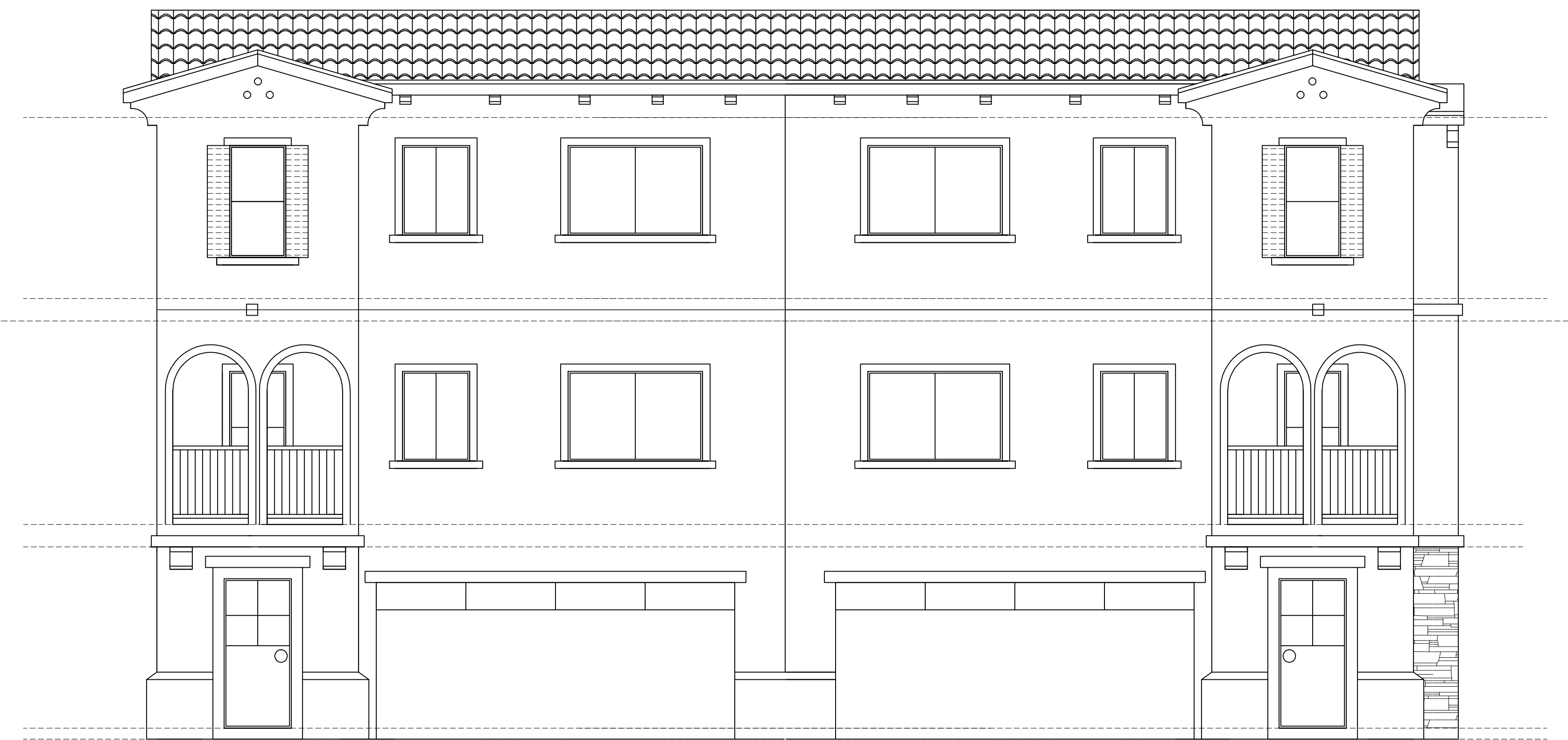
WEST ELEVATION
SCALE: 1/4"=1'-0"



NORTH ELEVATION
SCALE: 1/4"=1'-0"

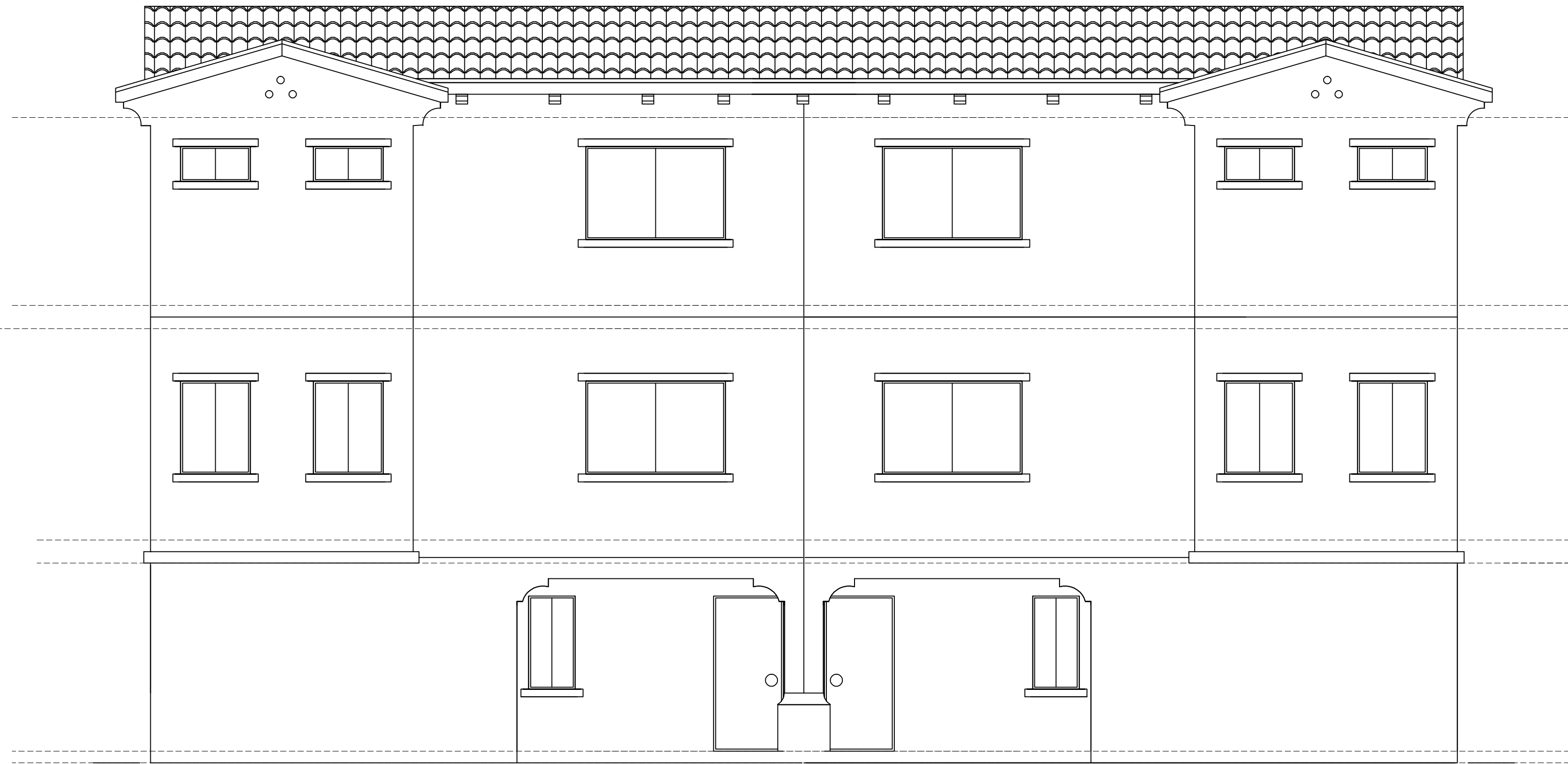


SOUTH ELEVATION
SCALE: 1/4"=1'-0"

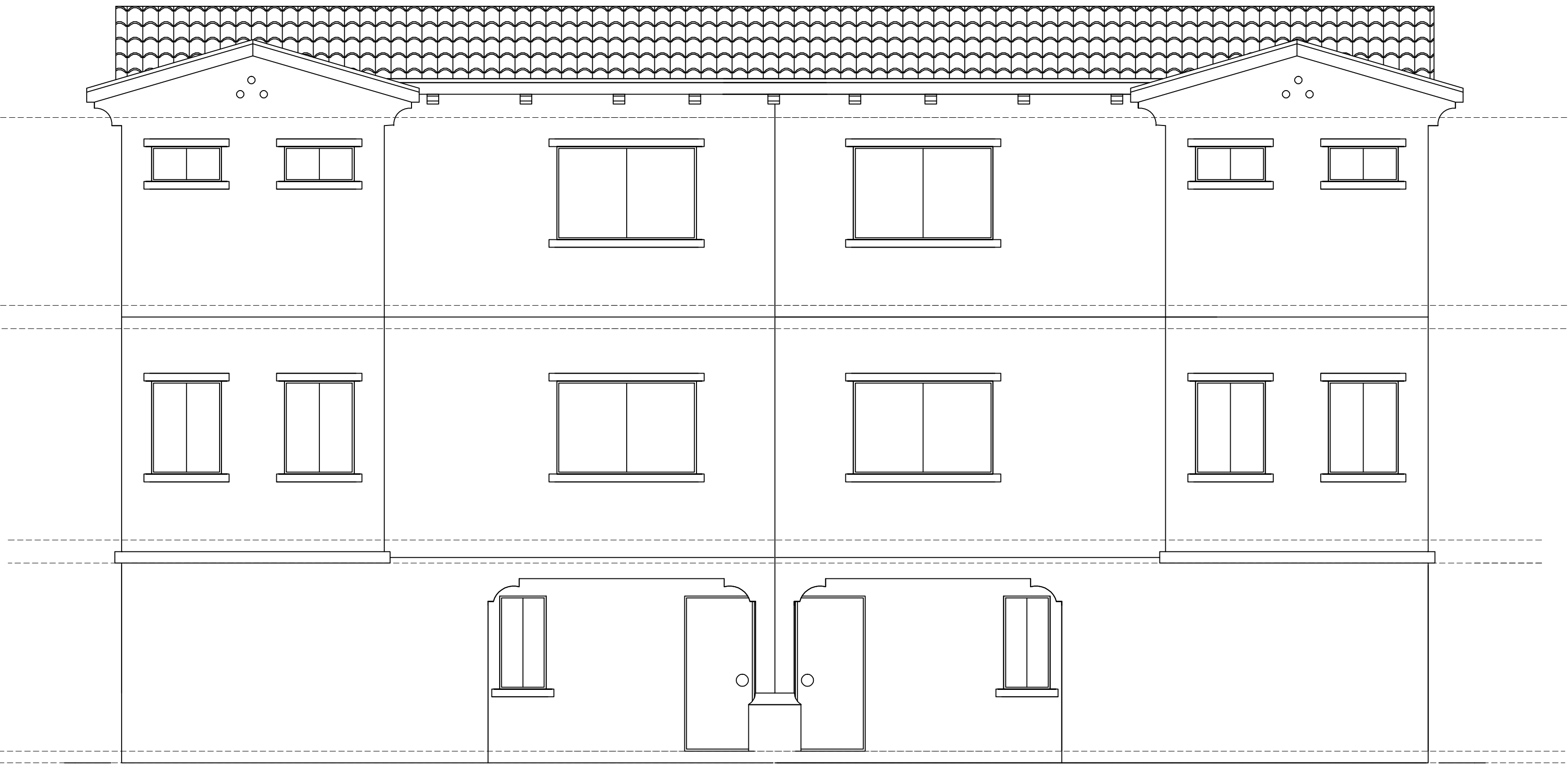


FOR UNITS A AND B

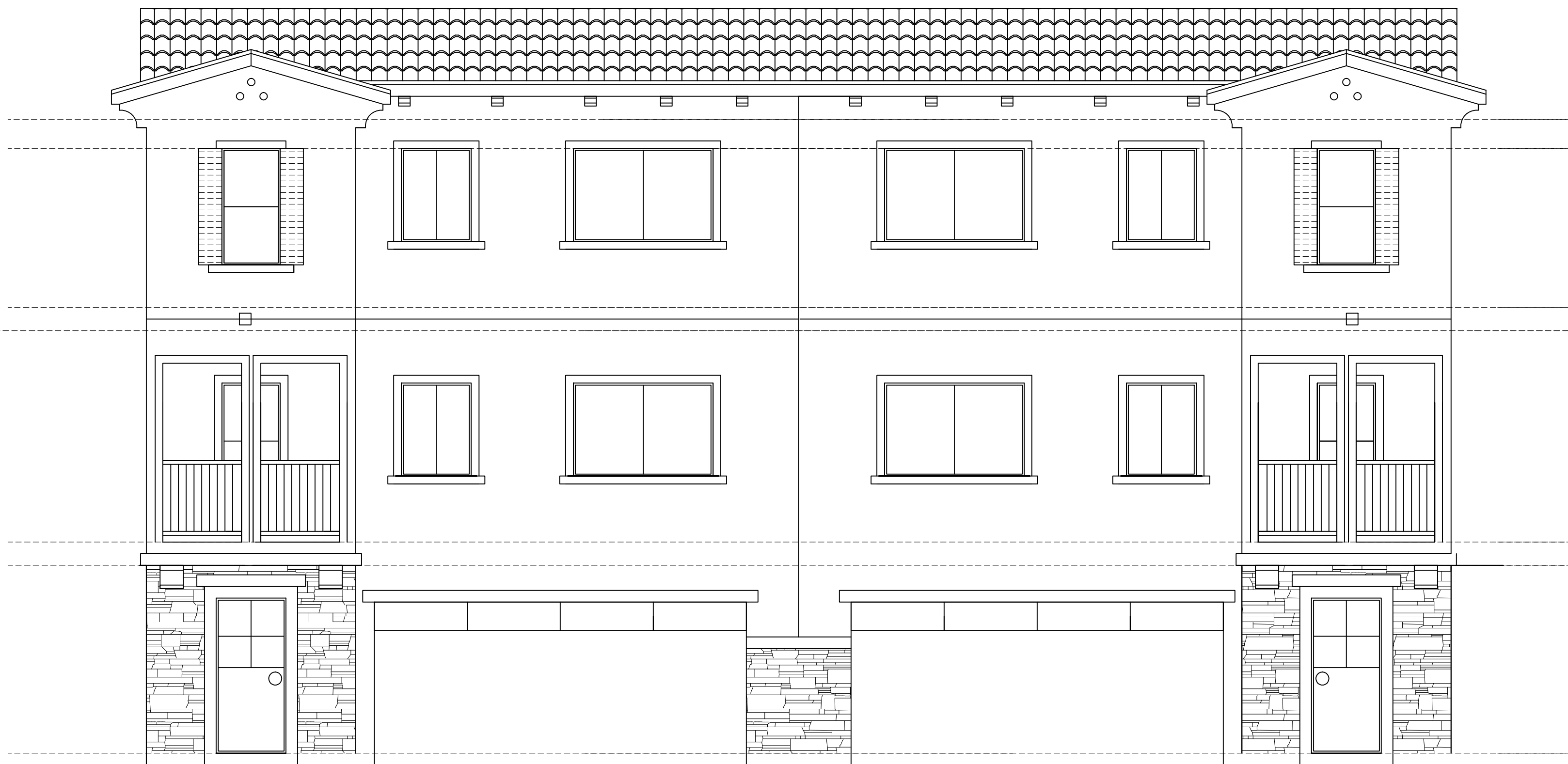
EAST ELEVATIONS
SCALE: 1/4"=1'-0"



WEST ELEVATION
SCALE: 1/4"=1'-0"



WEST ELEVATION
SCALE: 1/4"=1'-0"



EAST ELEVATIONS
SCALE: 1/4"=1'-0"

FOR UNITS C AND D

FOR UNITS E AND F



EAST ELEVATIONS
SCALE: 1/4"=1'-0"

SHEET 1 OF 1 SHEET
LOTS= 1
AREA: 14,418 SQ. FT.

LEGEND

- EXISTING STRUCTURE
EXISTING WALL AS NOTED
EXISTING ROCK WALL
EXISTING CHAIN LINK FENCE
EXISTING WOOD/IRON FENCE AS NOTED
FINISHED SURFACE LINE
CENTERLINE
PROPERTY LINE
EXISTING WATER LINE
EXISTING SEWER LINE
EXISTING CONTOUR ELEV.
PROPOSED CONTOUR ELEV.

- PP POWER POLE
TC TOP OF CURB
FL FLOWLINE
DWY DRIVEWAY APPROACH
FH FIRE HYDRANT
FF FINISH FLOOR
UT UNKNOWN UTILITY
PA. PLANTING AREA
FS FINISH SURFACE
FG FINISH GRADE
DI DRAIN INLET
HT. HEIGHT
SMH SEWER MANHOLE
SDMH STORMDRAIN MANHOLE
CA-TV CABLE-TV
x105.50 EXISTING ELEVATION
105.50 PROPOSED ELEVATION
EXISTING UTILITY AS NOTED
EXISTING TREE
EXISTING PALM TREE

OWNER

JAVIER ORDONEZ
1938 W. 146TH STREET
GARDENA, CA. 90249.
PH: 310-350-4222

BASIS OF BEARING

THE BEARING OF N 89°56'10" E AS THE 146TH STREET CENTERLINE PER TRACT NO. 5642, RECORDED IN BOOK 63, PG. 81-82, WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

BENCHMARK

BENCHMARK NO: RY3548A
FD. L&T. IN W. CB 1 FT. S/O BCR. AT SOUTHWEST CORNER OF ROSECRANS AVE. & GRAMERCY PLACE.
ELEVATION: 46.931 FT. (2005')

LEGAL DESCRIPTION

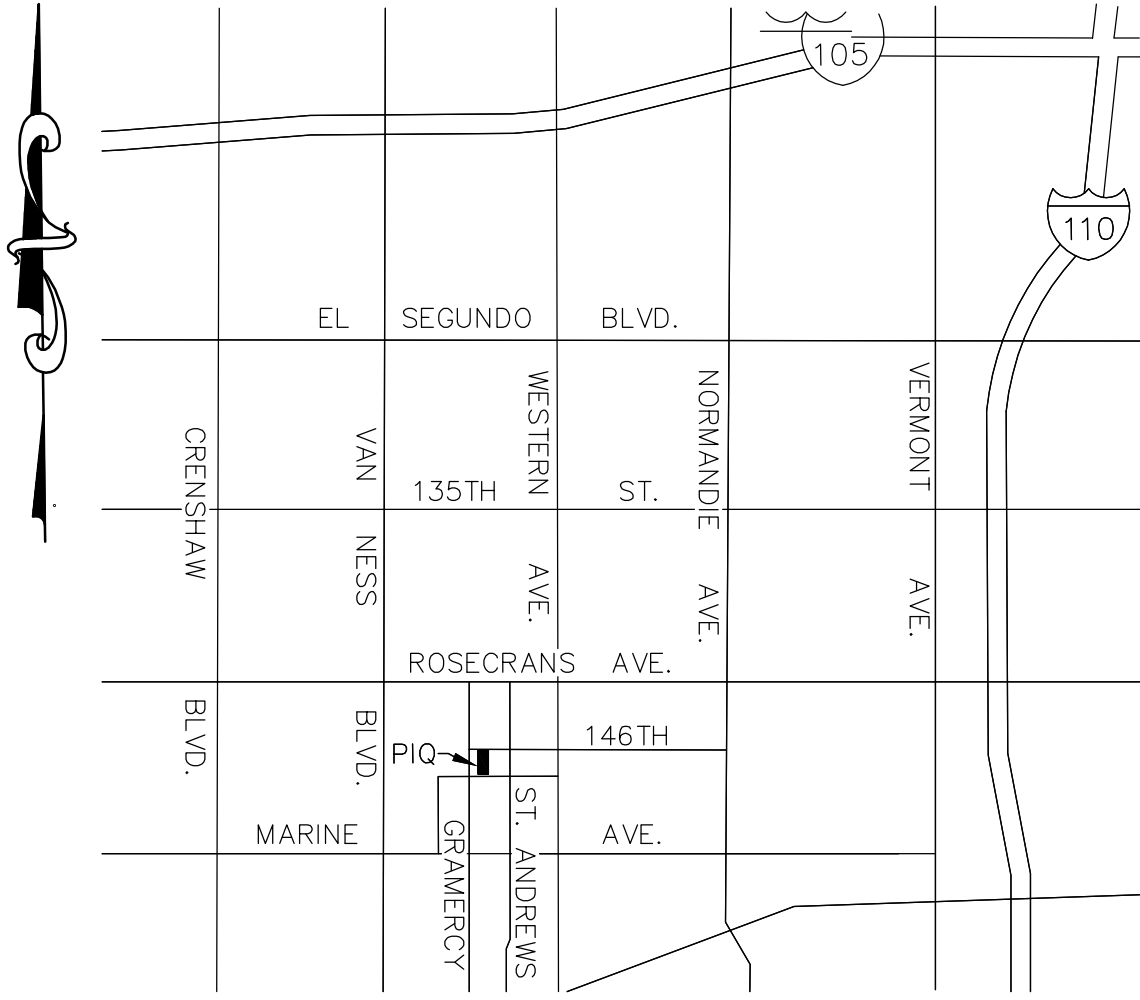
LOT 93 OF TRACT NO. 5642, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN M.B. 63, PAGE 81-82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
APN: 4062-007-025

NOTES

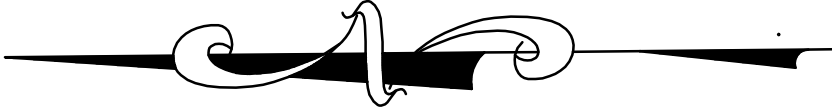
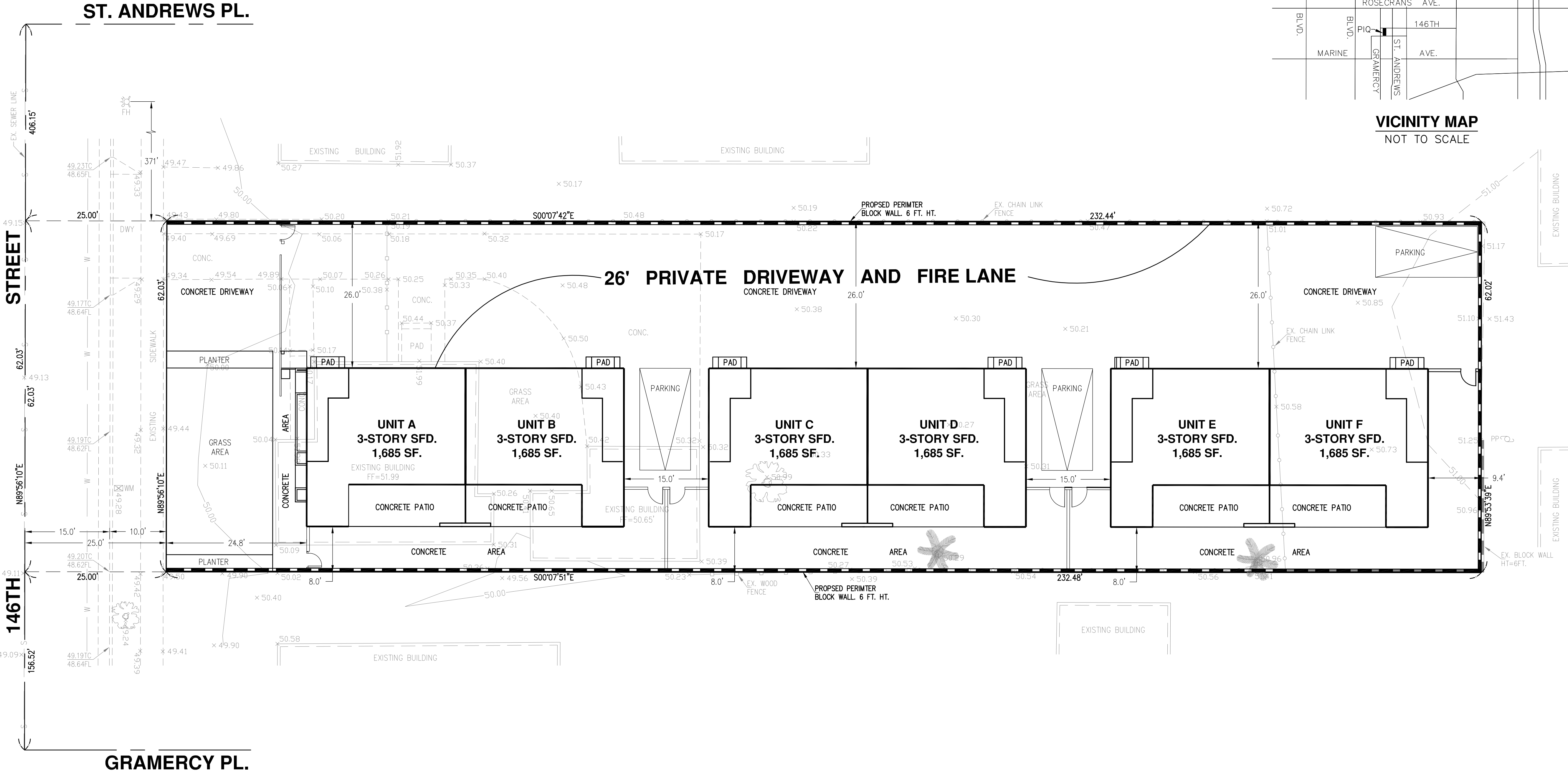
- EXISTING ZONING: R-3
- PROPOSED USE: MULTI FAMILY RESIDENTIAL
- SEWAGE DISPOSAL: EXISTING PUBLIC SEWER (SANITATION DISTRICT OF LA.CO.)
- METHOD OF DRAINAGE: CONTROLLED TOWARD THE FRONTING 146TH STREET
- THE PROJECT IS NOT WITHIN A KNOWN HAZARDOUS AREA.
- THERE ARE NO EXISTING OAK TREES ON THIS PROPERTY.
- TOTAL AREA: 14,418 SQ. FEET = 1 LOT.
- EXISTING OFF-SITE UTILITIES SHOWN PER RECORD DATA.
- NO EASEMENTS CURRENTLY EXIST ON THE PROPERTY.

TENTATIVE PARCEL MAP No. 83046

IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA.
FOR CONDOMINIUM PURPOSES.



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

PREPARED BY:

A J A

CIVIL DESIGN

SURVEYING

P.O. BOX 1633
DOWNEY, CA 90240
(562) 760-6040 TEL
EMAIL: cdseng@yahoo.com

REGISTERED PROFESSIONAL ENGINEER
ALEJANDRO J. ALATORRE
RCE C32761
Exp. 6-30-20
CIVIL
STATE OF CALIFORNIA
ENGINEER ALEJANDRO J. ALATORRE
R.C.E. 32761, EXP. 6/30/20

DATE

TENTATIVE PARCEL MAP No. 83046

SITE ADDRESS: 1938 W. 146TH STREET
GARDENA, CA. 90249.
APN: 4062-007-025

SCALE: 1"=10'

DRAWN BY: D.P.

CHECKED BY: A.A.

CITY OF GARDENA

JOB NO:

AJA: 020-015

DATE: 02/06/20'

SHEET 1 OF 1

Attachment C

*Planning Commission packet dated May 19, 2020
and staff PowerPoint Presentation*

CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STAFF REPORT
RESOLUTION NO. PC 4-20
SITE PLAN REVIEW #2-20; TENTATIVE TRACT MAP #1-20
AGENDA ITEM #6

DATE: May 19, 2020

TO: Chair Jackson and Members of the Planning and Environmental Quality Commission

FROM: Raymond Barragan, Community Development Director

CASE PLANNER: Amanda Acuna, Planning Assistant

APPLICANT: Javier Ordonez

LOCATION: 1938 W. 146th Street (APN: 4062-007-025)

REQUEST: Request for site plan review and tentative tract map approval for the construction of six new townhome units in the Medium Density Multiple-Family Residential (R-3) zone per section 18.44.010.E and Chapter 17.08 of the Gardena Municipal Code, and direction to staff to file a Notice of Exemption.

BACKGROUND

The applicant, Javier Ordonez, submitted an application for a site plan review and tentative tract map on January 31, 2020, to construct a six-unit townhome development in the Medium Density Multiple-Family Residential (R-3) zone.

The Project was determined to be complete on March 30, 2020.

The Project was noticed on May 7, 2020 for public hearing on May 19, 2020.

PROJECT DESCRIPTION/SETTING

The subject property is located on the southside of West 146th Street just east of Gramercy Place. The subject property is a 14,402 square foot interior lot and is currently developed with a single-family home.

As seen in Figure 1, the subject property is in the Medium Density Multiple-Family Residential (R-3) zoning district and is also surrounded by Medium Density Multiple-Family Residential (R-3) zoning to the north, east, and west, and Single-Family Residential (R-1) zoning to the south. Adjacent land uses include multifamily and single-family dwelling units (Table 1).

The applicant is proposing to demolish one single-family home and construct three townhome-style buildings with six-units, each having a living area of 1,685 square feet and a two-car garage with a laundry room of 555 square feet. The units will be three-stories with garage parking and

storage room on the first floor, kitchen and living room with an open floor plan on the second floor, and the three bedrooms located on the third floor. Additionally, each unit will have covered patios and private side yards on the first floor.

The proposed structure is of modern Spanish architectural design and utilizes a consistent palette of materials and textures. Variation in the placement of the façade and roof planes assists in scaling the massing of the proposed structure. The applicant is also proposing a tentative tract map for the subject parcel to create six condominium lots.

The applicant is requesting site plan review and tentative tract map approval for the construction of six townhome units per Gardena Municipal Code (“GMC”) section 18.44.010.E and Chapter 17.08 of the Gardena Municipal Code. Staff recommends the Planning and Environmental Quality Commission approve the site plan review and tentative tract map. The analysis below supports the findings set forth in the accompanying resolution.

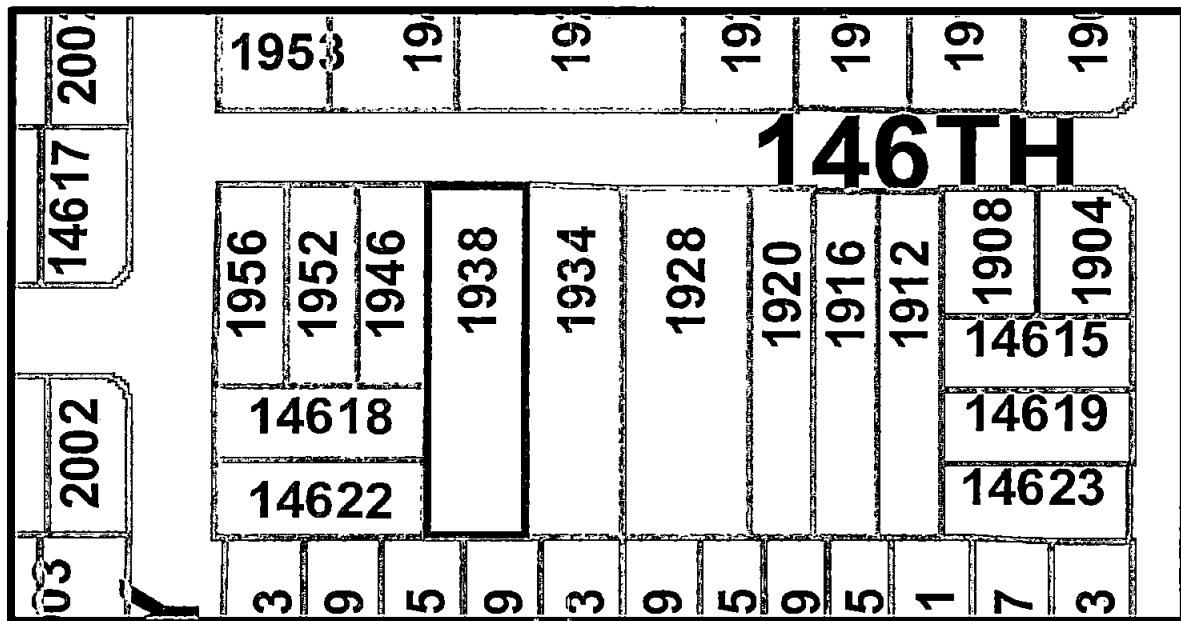


Figure 1: Zoning Map

Table 1: Adjacent Zoning and Land Use

	Zoning Designation	General Plan Land Use Designation	Existing Land Use
Project Site	R-3	Medium Residential	Single-Family Home
North	R-3	Medium Residential	Multi-Family Dwelling Units
South	R-1	Low Residential	Single Family Dwelling Units
East	R-3	Medium Residential	Multi-Family Dwelling Units
West	R-3	Medium Residential	Multi-Family Dwelling Units

ANALYSIS

SITE PLAN REVIEW

Site plan review approval is required pursuant to Gardena Municipal Code section 18.44.010.A, as there is another discretionary approval being sought, and section 18.44.010.E which requires site plan approval for all new multifamily development of four units or more. Additionally, the applicant is seeking approval of a tentative tract map to create six condominium lots in accordance with Chapter 17.08 of the Gardena Municipal Code and the Subdivision Map Act. The following analysis is presented to describe the proposed project and any anticipated effects it may have on other properties in the vicinity and the City as a whole.

Development Standards

The subject property is a 14,402 square foot parcel that fronts West 146th Street to the north, and private property on all other sides. The applicant is proposing to demolish one single-family home that does not meet the definition of a protected unit as defined in Government Code 66300, and replace it with six new residential units. The proposed structure complies with the development standards of the R-3 Zone (Chapter 18.16 of the Gardena Municipal Code) as seen in Table 2. These are the development standards that are currently in effect and not the ones which were recommended by the Planning Commission to the City Council.

Table 2: Development Standards

Standard	Requirement	Proposed
Density (Maximum)		
<i>17 units/acre</i>	6 dwelling units	6 dwelling units
Unit Size (Minimum)		
<i>Three or more bedroom units</i>	1,200 sq. ft.	1,685 sq. ft.
Setback (Minimum)		
<i>Front</i>	20 feet	20 feet
<i>Side</i>	7.5 feet	8 feet
<i>Side</i>	7.5 feet	26 feet
<i>Rear</i>	7.5 feet	10 feet
Parking (Minimum)		
<i>Two or more Bedrooms (2 spaces per unit)</i>	12 spaces	12 spaces
<i>Guest Parking (0.5 space per unit)</i>	3 spaces	3 spaces
Storage Space		
<i>200 cubic feet per unit</i>	1,200 cubic feet	+ 3,510 cubic feet
Height (Maximum)	35 feet	33 feet 8 inches

Open Space (Minimum)		
Useable Open space (per unit)	600 sq. ft./unit	693- 1,047 sq. ft./unit

Parking for the proposed residential use is consistent with the number of parking spaces required of GMC Chapter 18.40, as shown in Table 2. Each unit will have an attached two-car garage with separate storage room. There will be three open guest parking spaces. Vehicle access to the property is provided by a new driveway that leads to an automatic vehicular gate. The automatic driveway gate will be located twenty-three feet from the front of the new street curb face so as to prevent queuing of vehicles on the public street. The main entrance to each unit is accessible off of the garage. The applicant is also proposing a new six-foot high block wall along the side and rear perimeters of the property and a three- and one-half-foot block wall located in the front yard setback.

Residential open space requirements in the R-3 zone includes a minimum of 600 square feet of open space per unit. The R-3 zone further currently requires that twenty-five percent of the required useable open space be private for each individual dwelling unit and the remaining open space requirement may either be private or common. The applicant has decided to design the development with each unit having all open space dedicated for private use. This requirement is met by providing a 142 square foot covered patio area and side yards ranging in size from 551 square feet to 905 square feet. Each private side yard would include planters along the perimeters. With the total amount of open space provided through private areas of each dwelling unit, the applicant exceeds the City's development standard.

Development Aesthetics

The proposed project is of modern Spanish design with off-white stucco and light tan accent color through the buildings, as shown in Exhibit D. The proposed design also includes rustic red tile roofing and corbels that wrap around the roof line of each building. The proposed design articulates the different parts of the building through changes in plane which will reduce the perceived mass of the buildings. Arches supported by columns integrated into the private patios further enhance the Spanish architectural styling.

The applicant is proposing a grass lawn with a crape myrtle tree in the front yard setback. Planters with two different types of shrubbery would also be provide in the front yard setback and along the western and southern property lines located in the private yards of each unit. The project will bring an enhanced aesthetic design to the residential neighborhood.

Development Circulation

Vehicular access will be from West 146th Street through a driveway approach on the east side of the site leading to the garages and guest parking spaces. The garage spaces and guest parking spaces will be secured by an operable driveway gate, located twenty-three feet from the public right-of-way. Pedestrian access to the subject property will be provided by a newly replaced sidewalk along West 146th Street. All walkways, private yards, and parking will be adequately lighted. All exterior lighting is designed to contain direct illumination on-site, thereby preventing excess illumination and light spillover onto adjoining private properties.

TENTATIVE TRACT MAP #83046 (#1-20)

The purpose of the tentative tract map review is to identify those conditions that should be applied to each parcel to ensure that each parcel is designed so as to comply with the State Subdivision Map Act and good design practice. As stated above, the applicant proposes a Tentative Tract Map (TTM) for the six-unit townhome project.

In accordance with the City of Gardena General Plan, including the Recreation Element, and in accordance with the Subdivision Map Act, specifically Government Code Section 66477, the City of Gardena requires the payment of in-lieu park and recreation fees as a condition of the approval of a tentative or parcel map for residential subdivisions as the dedication of land can only be required if there are more than 50 units.

The payment of fees is based on a minimum of three (3) acres of usable park area per 1000 persons residing within the subdivision. The total parkland required for the subject project is 0.051 gross acres. Based on the purchase price of the property, it is valued at approximately \$2,625,000 per acre which would provide a per unit fee of approximately \$22,600 per unit. However, on May 12, 2020, the City Council introduced Ordinance No. 1818 and adopted Resolution No. 6433 which together set an in-lieu fee of \$10,000 per unit. Although the Ordinance is not yet in effect, it will be by the time the fees are due and Resolution No. 6433 specifically provided that the \$10,000 fee should be applied to pending applications if it would result in a lower fee. Therefore, the total in lieu park fees due is \$60,000 and shall be paid in full to the City prior to final map.

The townhome parcels of the project will be regulated by specific covenants, conditions, and restrictions (CC&Rs) that will be enforced by a Homeowners Association. The townhome owners will have mutual ownership of the "common" areas within the development, and individual ownership of the "air space" within each unit. These areas will be delineated on a condominium plan document, which will be recorded by the County Recorder's office along with the CC&Rs. The CC&Rs will be required to be reviewed and approved by the City Attorney's office.

The State Subdivision Map Act includes a list of grounds for denial; if any one of the findings is made, the map must be denied:

- ❖ The map and design and improvement of the proposed subdivision is not consistent with applicable general and specific plan (§ 66474; § 66473.5)
 - The Land Use Plan and the zoning map currently designate the project site as Medium Residential Density, respectively. The proposed project will involve six townhome units and will be consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 146th Street as a local street. Local streets are designed to provide vehicular, pedestrian and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. There are no applicable Specific Plans.
- ❖ The site is not physically suitable for the type or density of development (§ 66474)
 - The site is 14,420 square feet, flat, and serviced by all necessary utilities. The zoning of the property allows for 17 units per acre, or six units, and the applicant

is proposing six units. The site also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the proposed development.

- ❖ The design of the subdivision or the proposed improvements are likely to cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (§ 66474)
 - The property was developed with one-story single-family home and detached garage. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the proposed project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The six-unit residential units are not expected to create environmental damage or public health problems.
- ❖ The design of the subdivision or type of improvements will conflict with public access easements. (§ 66474)
 - The proposed subdivision was designed so as not to interfere with public access easements.
- ❖ The design of the subdivision does not provide for, to the extent feasible, future passive or natural heating and cooling opportunities (§ 66473.1)
 - During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest from the north (Los Angeles International Airport) and west from the south (Torrance Airport). The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the proposed subdivision provides for the configuration structures to provide for future passive or natural heating and cooling opportunities.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval, the subdivision and subdivision design will be consistent with the General Plan and State Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

GENERAL PLAN AND ZONING CONSISTENCY

The General Plan designates the subject property as medium density residential land use and the subject property is zoned Medium Density Multiple-Family Residential (R-3). The medium residential land use category is intended to provide a quality multifamily living environment. Allowing the six-unit townhome project would be consistent with various goals and policies of the General Plan including the following:

- Housing Element Goal 1 – Maintain and enhance the stability and quality of the City's housing stock and residential neighborhoods.

The project adds six single-family detached residences to the City's overall housing stock. The residential development creates an attractive living environment for prospective homebuyers in this area of Gardena.

- Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.

The subject site is located approximately one-half mile from several shopping centers within the City's jurisdiction. Additionally, local public schools including Chapman Elementary School and Junipero Serra High School are located less than a one-half mile of the project site.

- Community Design Plan DS Policy 2.11 – Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy. *The proposed project will have an abundant amount of open space, all private, exceeding the City's requirements. All open spaces will be located behind secured fencing and gates for sole resident use.*

ENVIRONMENTAL CONSIDERATIONS

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15303(b) New Construction or Conversion of Small Structures that exempts the construction and location of limited numbers of new, small facilities or structures. Specifically, in urbanized areas this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units. The proposed project consists of the construction of six new townhome units in the City of Gardena which is an incorporated city with a population of over 10,000 persons. These findings qualify the subject project for inclusion under Section 15303 (b) of the CEQA Guidelines.

Additionally, the proposed project is categorically exempt pursuant to Guidelines Section 15332 for in-fill development. The project is consistent with the general plan and zoning designations and regulations; occurs within the City boundaries on a site of less than 5 acres which is surrounded by urban uses; had no value as habitat for endangered, rare or threatened species; and can adequately be served by all required utilities and public services. Further, approval will not result in any significant effects for traffic, noise, air or water.

The project is not subject to any of the exceptions for exemption under Section 15300.2 of the California Environmental Quality Act. The location of the project is predominantly urban and not considered a sensitive environment; therefore, the project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. Not only would the project not have any significant effects, but there are no unusual circumstances applicable to this project site. The project is not located along any state designated scenic highway nor within any designated hazardous waste site. There are no historical resources which would be impacted. Staff does not expect any significant impacts or unusual circumstances related to the approval of this project.

Therefore, the project is categorically exempt from CEQA.

NOTICING

The public hearing notice for Site Plan Review #2-20 and Tentative Tract Map #1-20 was published in the Gardena Valley News and mailed first class to owners and occupants within a 300-foot radius of the site on May 7, 2018. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department, Room 101, City Hall, and are considered part of the administrative record.

RECOMMENDATION

Staff recommends the Planning and Environmental Quality Commission:

1. Open the public hearing;
2. Receive testimony from the public; and
3. Adopt Resolution No. PC 4-20 approving Site Plan Review #2-20 and Tentative Tract Map #1-20, subject to the attached conditions of approval, and directing staff to file a Notice of Exemption.

ATTACHMENTS

Resolution No. PC 4-20

Exhibit A – Draft Conditions of Approval

Exhibit B – Architectural Plans

Exhibit C – Tentative Tract Map

Exhibit D – Colors and Materials

RESOLUTION NO. PC 4-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, APPROVING SITE PLAN REVIEW #2-20 AND TENTATIVE TRACT MAP #1-20 FOR THE CONSTRUCTION OF SIX NEW RESIDENTIAL CONDOMINIUM UNITS IN THE MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) ZONE PER SECTION 18.44.010.A AND CHAPTER 17.08 OF THE GARDENA MUNICIPAL CODE, AND DIRECTION TO STAFF TO FILE A NOTICE OF EXEMPTION (1938 WEST 146TH STREET) (APN: 4062-007-025)

THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS

- A. On January 31, 2020, Javier Ordonez, the applicant, submitted an application for a Site Plan Review and Tentative Tract Map to demolish one single-family unit and construct six residential condominium units at the property located at 1938 West 146th Street (APN: 4062-007-025). The actions required include approving a site plan review for the development and a tentative tract map for the subdivision;
- B. The project site zoning is Medium Density Multiple-Family Residential (R-3);
- C. The subject property is bounded by a wholesale use (M-1) to the north, single-family and multi-family residential units (R-3) to the south, and multi-family to the east and west (R-3);
- D. On May 7, 2020, a public hearing was duly noticed for the Planning and Environmental Quality Commission meeting for May 19, 2020;
- E. On May 19, 2020 the Planning Commission held the public hearing at which time it considered all material and evidence, whether written or oral; and
- F. In making the various findings set forth herein, the Planning Commission has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

SECTION 2. SITE PLAN REVIEW

Site Plan Review (#2-20) for the demolition of one single-family residence and construction of six new townhomes, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A. The plans being approved are attached hereto as Exhibit B, as the same may be modified by the conditions of approval.

1. ***The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.***

The General Plan designates the subject property as medium density residential land use and the subject property is zoned Medium Density Multiple-Family Residential (R-3). The medium residential land use category is intended to provide a quality multifamily living environment. Allowing the six-unit townhome project would be consistent with various goals and policies of the General Plan including the following:

- ***Housing Element Goal 1 – Maintain and enhance the stability and quality of the City's housing stock and residential neighborhoods.***

As set forth above and in the staff report, which is incorporated by reference, the proposed site plan meets all of the development requirements, and the proposal, as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City. The project demolishes one single-family residence and replaces it with six new condominium townhomes resulting in five additional units, thus increasing the City's housing stock.

- ***Land Use Plan LU Policy 1.4 – Locate new medium- and high-density residential development near neighborhood and community shopping centers with commensurate high levels of community services and facilities.***

The subject site is located approximately one-half mile from several shopping centers within the City's jurisdiction. Additionally, local public schools including Chapman Elementary School and Junipero Serra High School are located less than a one-half mile of the project site.

- ***Community Design Plan DS Policy 2.11 – Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.***

The proposed project will have an abundant amount of open space, all private, exceeding the City's requirements. All open spaces will be located behind secured fencing and gates for sole resident use.

SECTION 3. TENTATIVE TRACT MAP NO. 83046 (#1-20)

Tentative Tract Map No. 83046, dated February 6, 2020, and shown on Exhibit C, creating six condominium lots is hereby approved, subject to the conditions of approval attached as Exhibit A based on the fact that none of the findings which would prohibit the approval of a map are present and the map satisfies all of the requirements of the Gardena Municipal Code Chapter 17.08 and Government Codes 66474, 66473.1, and 66473.5.

- A. ***The map and design and improvement of the proposed subdivision is consistent with applicable general and specific plan (Government Code § 66474; § 66473.5).***

The Land Use Plan and the zoning map currently designate the project site as Medium Residential Density, respectively. The proposed project will demolish one single-family residence and construct six townhome units resulting in five additional units. Additionally, the residence to be demolished is not considered a protected unit as defined in Government Code 66300. The project will be consistent with the Land Use Plan of the Community Development Element of the General Plan. Additionally, the Circulation Plan of the Community Development Element designates West 146th Street as a local street. Local streets are designed to provide vehicular, pedestrian and bicycle access to individual parcels. As conditioned, the applicant will be making street improvements that will be consistent with the Circulation Plan. There are no applicable Specific Plans.

B. The site is physically suitable for the type or density of development (Government Code § 66474).

The site is 14,420 square feet, flat, and serviced by all necessary utilities. The zoning of the property allows for 17 units per acre, or six units, and the applicant is proposing six units. The site also provides adequate ingress and egress. Therefore, the site is physically suitable for the type and density of the proposed development.

C. The design of the subdivision and the proposed improvements will not cause serious public health problems, substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (Government Code § 66474).

The property was developed with a one-story single-family home and detached garage. There is no substantial natural environment, fish, or wildlife in the area which will be harmed by the proposed project. Furthermore, the subdivision has been designed to provide adequate access for pedestrians and vehicles, guests and residents, and emergency access. The six-unit residential units are not expected to create environmental damage or public health problems and is compatible with the existing neighborhood.

D. The design of the subdivision or type of improvements will not conflict with public access easements (Government Code § 66474).

The proposed subdivision was designed so as not to interfere with public access easements.

E. The design of the subdivision provides for, to the extent feasible, future passive or natural heating and cooling opportunities (Government Code § 66473.1).

During winter, a north/south alignment of parcels provides for southern exposure to the winter path of the Sun. During the summer, prevailing winds are west/southwest. The general direction of these prevailing winds can be expected to allow the development to benefit from natural and passive cooling opportunities in the summer. Therefore, the design of the proposed subdivision provides for the configuration structures to provide for future passive or natural heating and cooling opportunities.

There are no grounds upon which to deny the map. Therefore, with the conditions of approval, the subdivision and subdivision design will be consistent with the General Plan and State

Subdivision Map Act as supplemented by Title 17 of the Gardena Municipal Code.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT

- A. The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the following exemption:
- Guidelines Section 15303(b) New Construction or Conversion of Small Structures. The project consists of the construction of six new residential condominium units and is located in an urbanized area.
 - Guidelines Section 15332, In-Fill Development Projects. The project is consistent with the general plan and zoning designations and regulations; occurs within the City boundaries on a site of less than 5 acres which is surrounded by urban uses; had no value as habitat for endangered, rare or threatened species; and can adequately be served by all required utilities and public services. Further, approval will not result in any significant effects for traffic, noise, air or water. After review of the project and review of appropriate studies related to the project, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.
- B. The project is not subject to any of the exceptions for exemption under Section 15300.2 of the California Environmental Quality Act. The location of the project is predominantly urban and not considered a sensitive environment; therefore, the project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. Not only would the project not have any significant effects, but there are no unusual circumstances applicable to this project site. The project is not located along any state designated scenic highway nor within any designated hazardous waste site. There are no historical resources which would be impacted. Staff does not expect any significant impacts or unusual circumstances related to the approval of this project.

- C. Staff is hereby directed to file a Notice of Exemption.

SECTION 5. EFFECTIVE DATE/APPEAL.

This Resolution shall be effective immediately. The time to file an appeal pursuant to Titles 17 and 18 of the Gardena Municipal Code is ten days from the date of adoption of this Resolution. Failure to file an appeal constitutes a failure to exhaust administrative remedies.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2020


BRENDA JACKSON, CHAIR
PLANNING COMMISSION

ATTEST:


RAYMOND BARRAGAN, SECRETARY
PLANNING COMMISSION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Raymond Barragan, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:

1. That a copy of this Resolution and the draft conditions of approval (Exhibit A) will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 19th day of May, 2020, by the following vote of the Planning Commission:

AYES:

NOES:

ABSENT:

Attachments:

Exhibit A – Conditions of Approval

Exhibit B – Project Plans

Exhibit C – Tentative Tract Map #83046 (TTM#1-20)

MAY 19, 2020

PLANNING COMMISSION

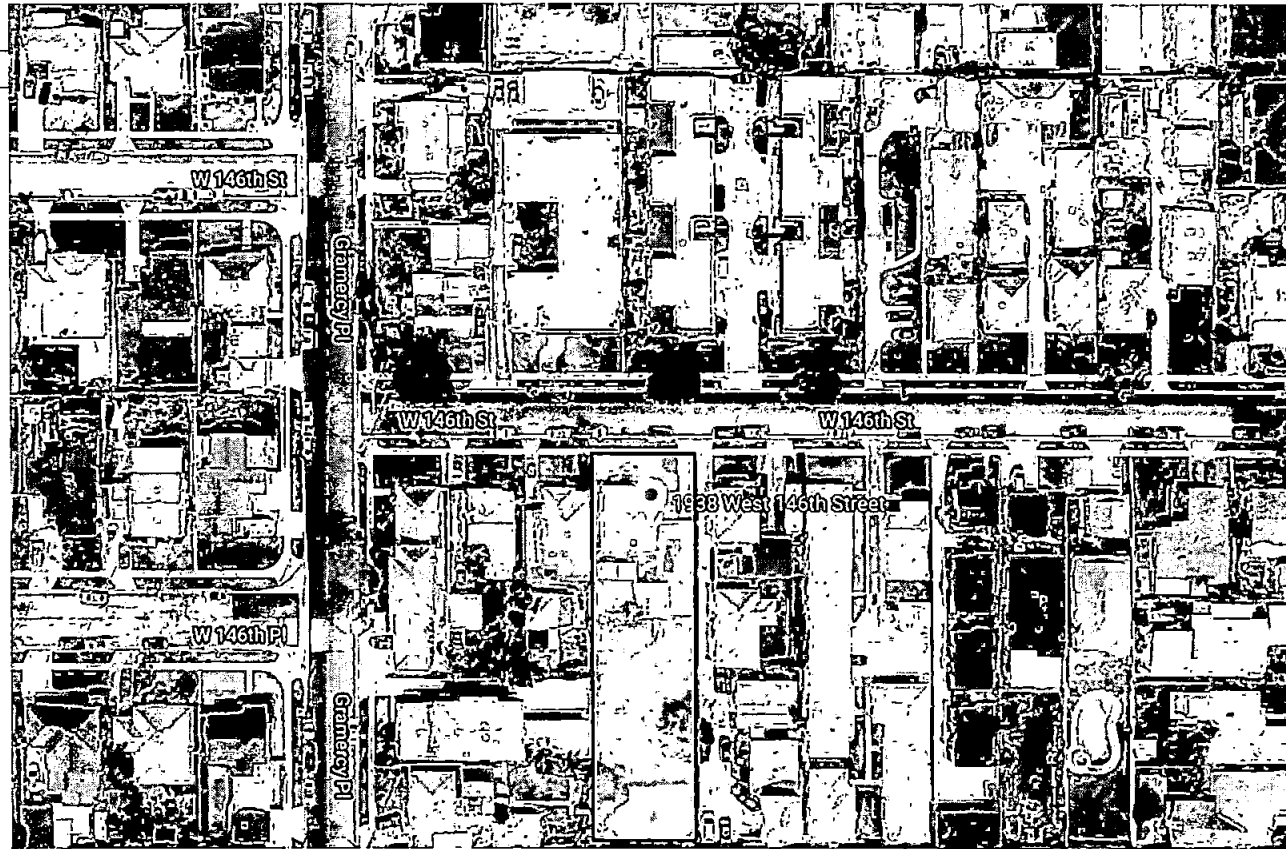
SITE PLAN REVIEW #2-20
TENTATIVE TRACT MAP #1-20

Construction of six new townhome units in the Medium Density Multiple-Family Residential (R-3) zone and direction to staff to file a Notice of Exemption

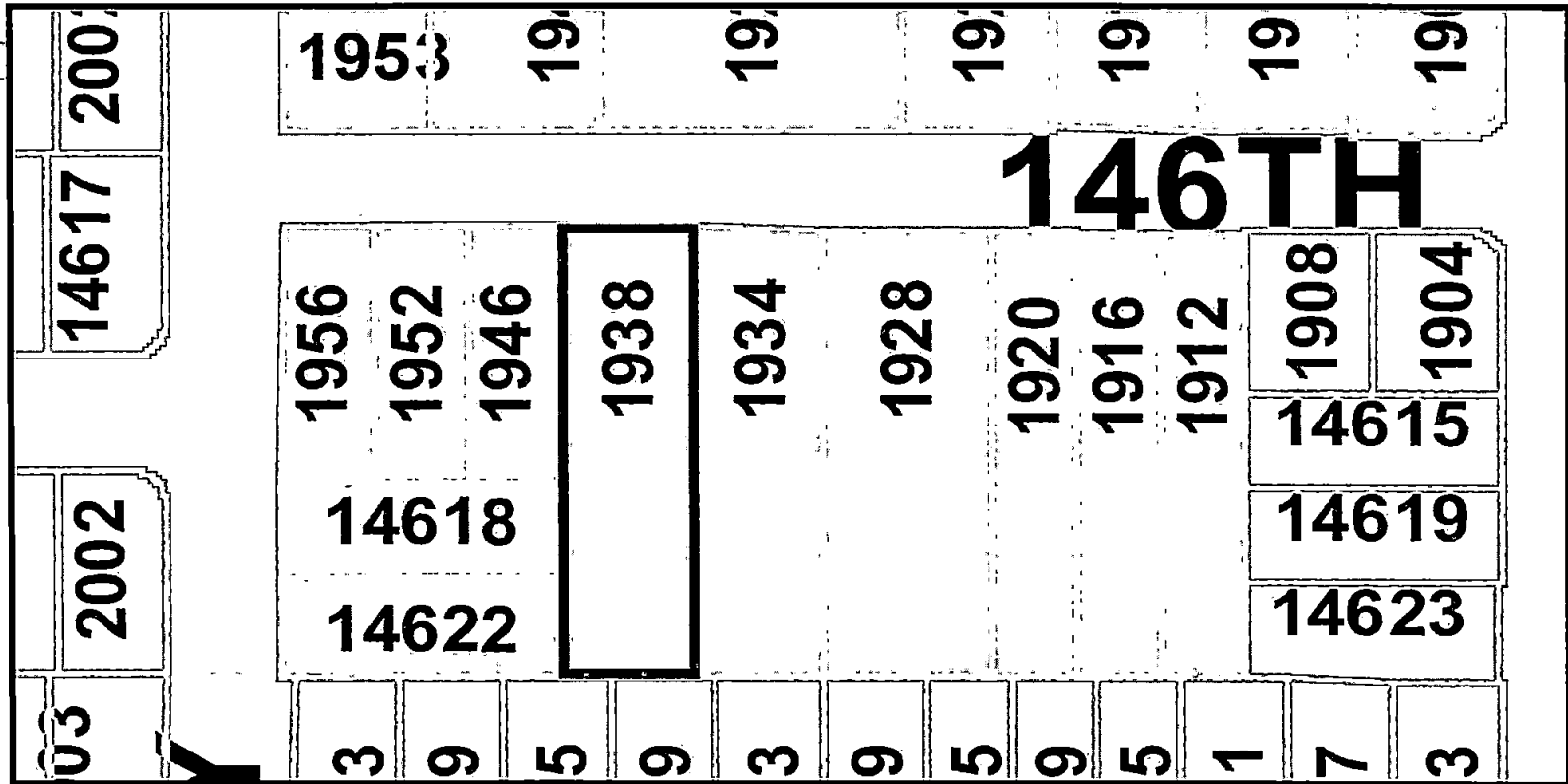
1938 W. 146th Street (APN: 4062-007-025)



Vicinity Map



Zoning Map



Surrounding Uses

	Zoning Designation	General Plan Land Use Designation	Existing Land Use
Project Site	R-3	Medium Residential	Single-Family Home
North	R-3	Medium Residential	Multi-Family Dwelling Units
South	R-1	Low Residential	Single Family Dwelling Units
East	R-3	Medium Residential	Multi-Family Dwelling Units
West	R-3	Medium Residential	Multi-Family Dwelling Units



Site Photos



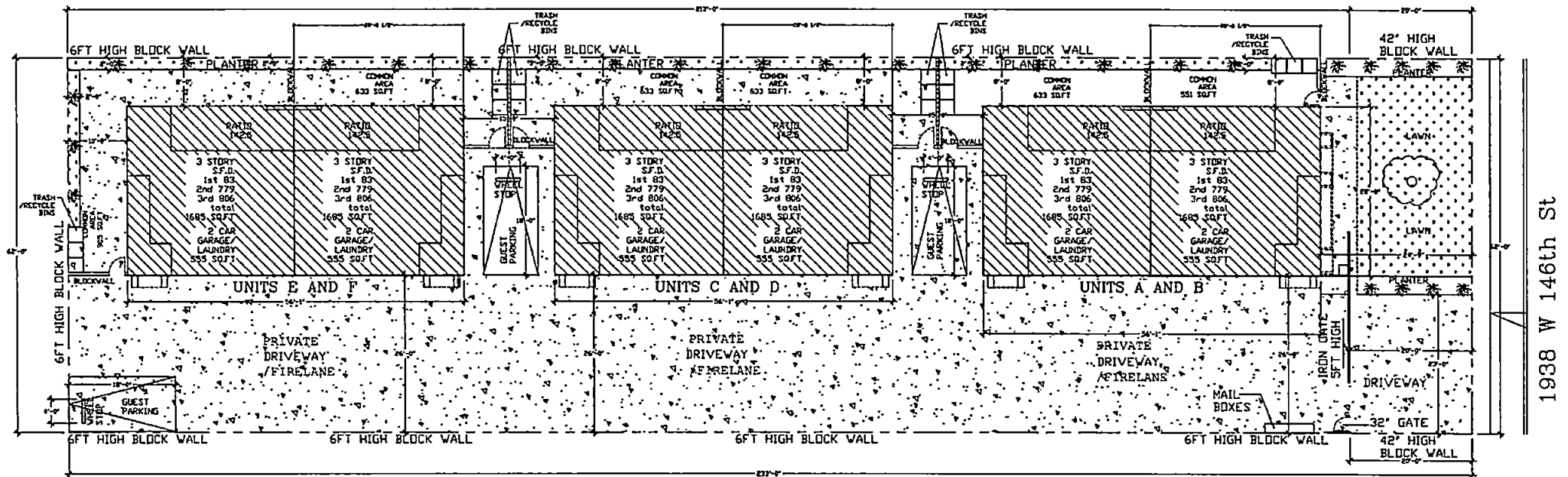
Property currently developed with single-family dwelling unit and detached garage

Project Description

- ❑ Lot Size: 14,402 s.f. interior lot
- ❑ Proposal Includes:
 - ❑ Demolish 1 single-family home and detached garage
 - ❑ Construct 6 units within 3 townhome-style buildings
 - ❑ Height: 33 ft. (3 stories)
 - ❑ Living area: 1,685 s.f.
 - ❑ Garage: 555 s.f. for 2 cars, laundry room, and separate storage room
 - ❑ Each unit will have a covered patio and private side yard



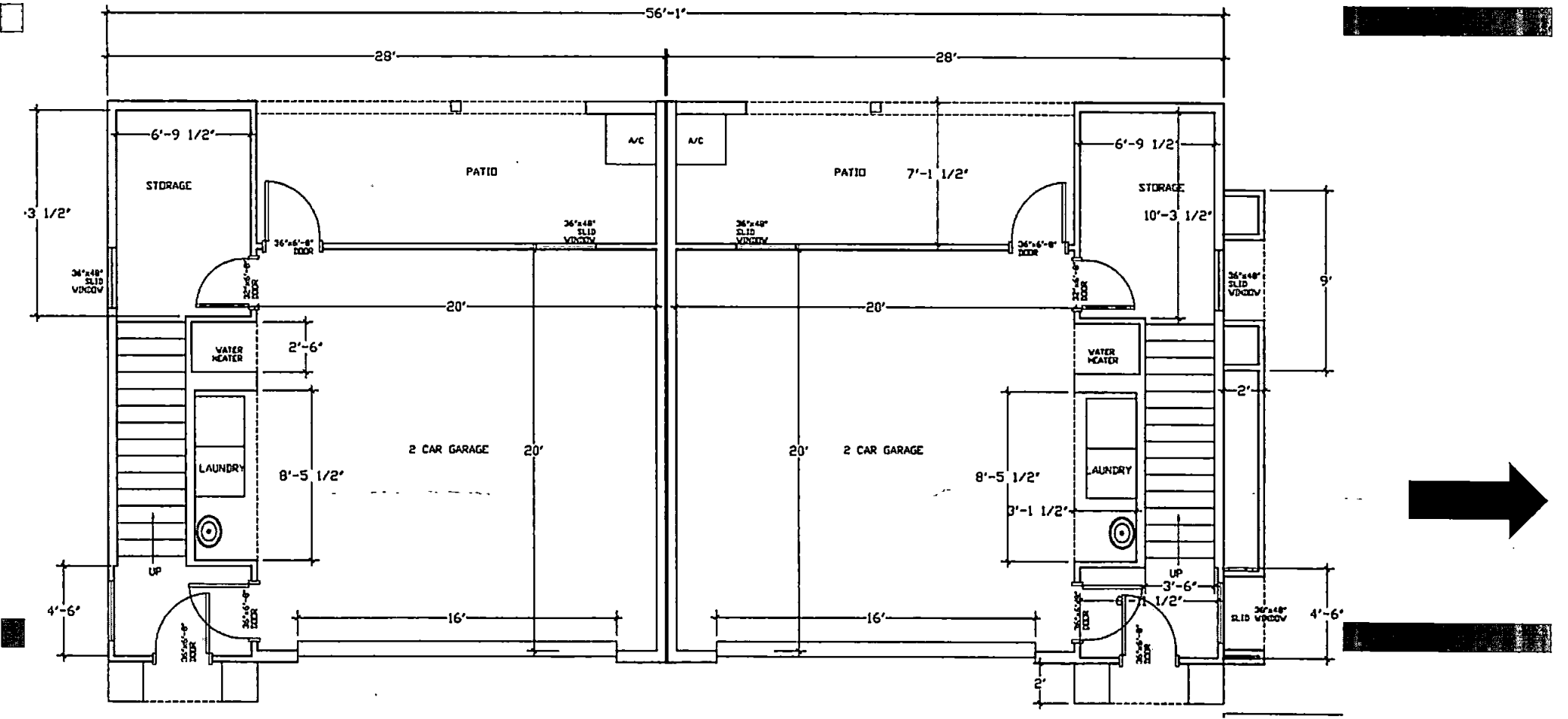
Site Plan



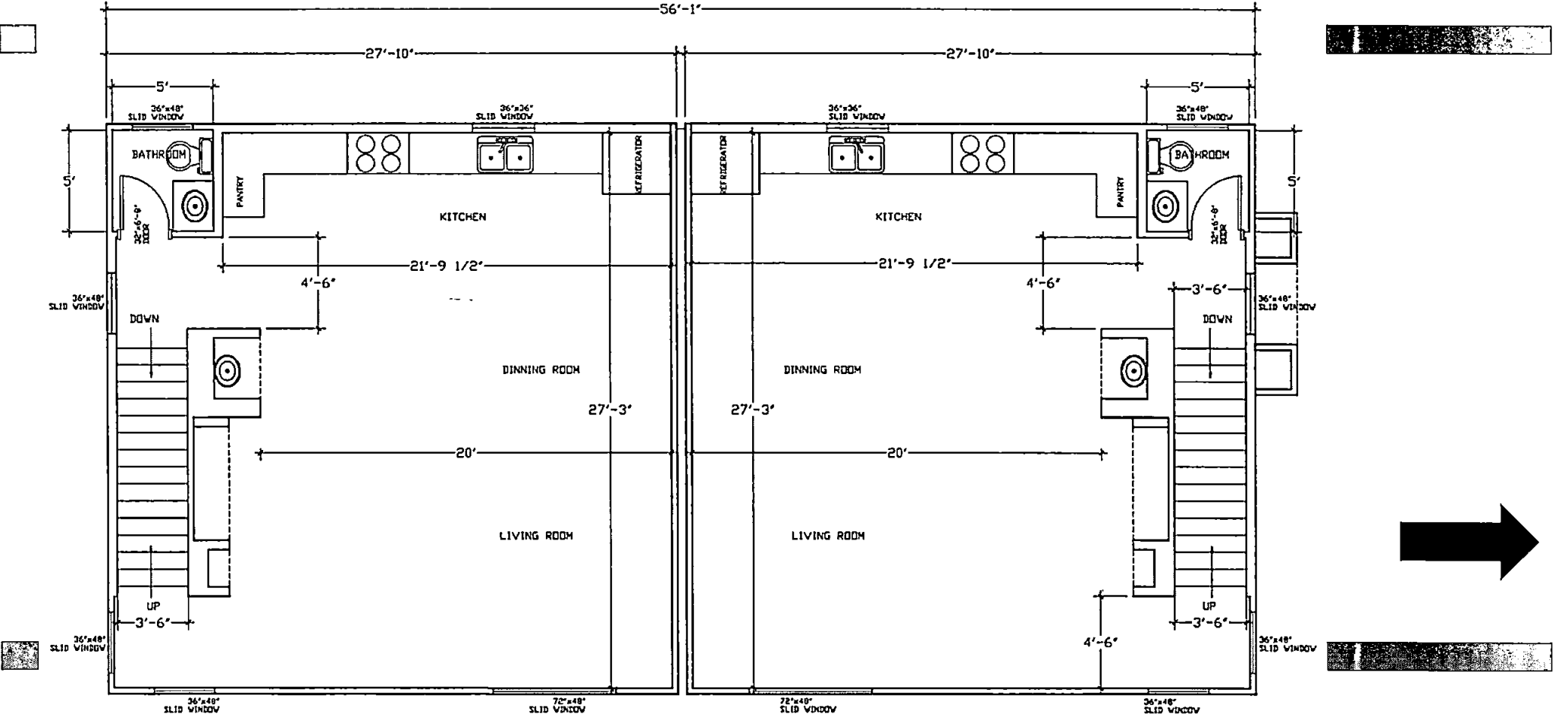
SITE PLAN
SCALE 1/8" = 1'-0"



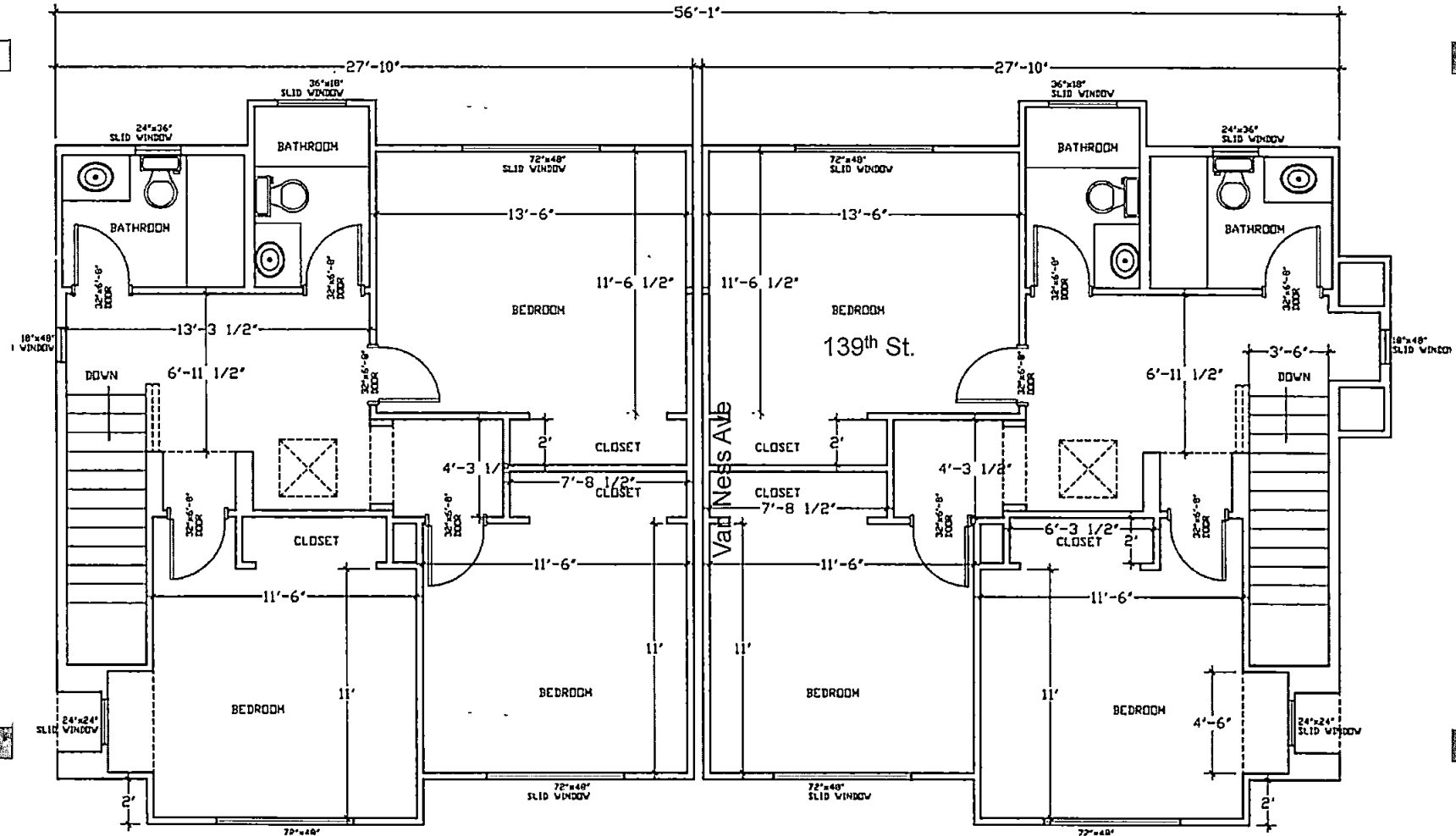
Floor Plan – First Floors



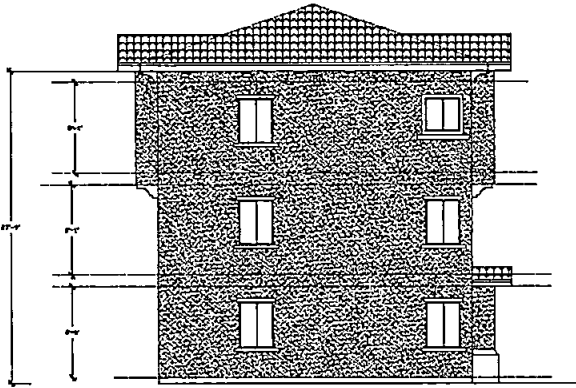
Floor Plan – Second Floors



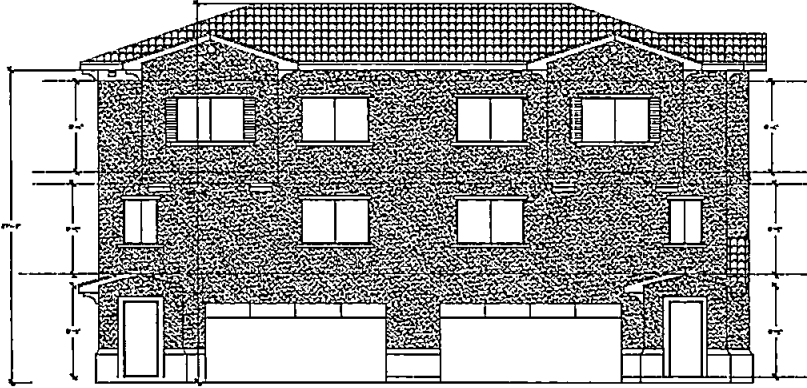
Floor Plan – Third Floors



Elevations

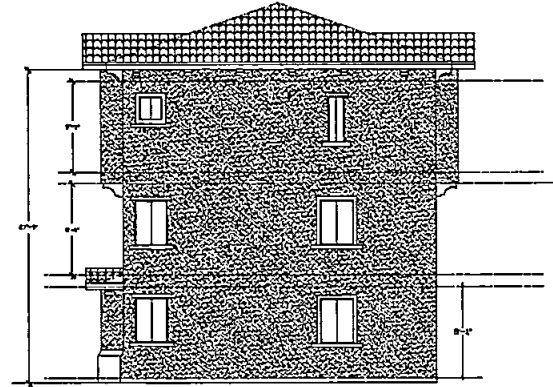


SOUTH ELEVATION
SAB 10/10/17

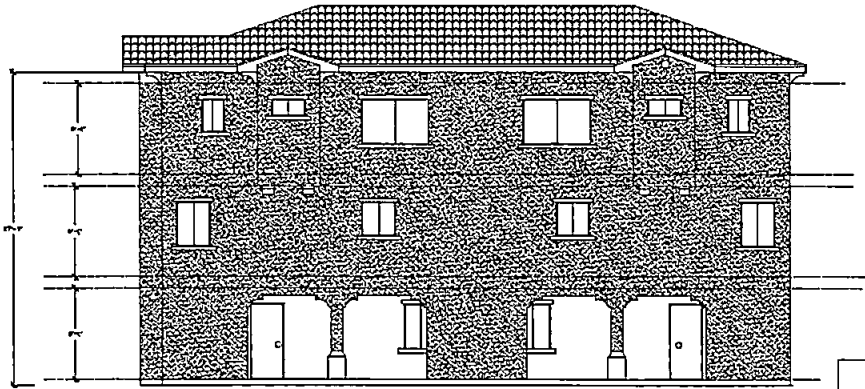


FOR UNITS C AND D
FOR UNITS E AND F

EAST ELEVATIONS
SAB 10/10/17



NORTH ELEVATION

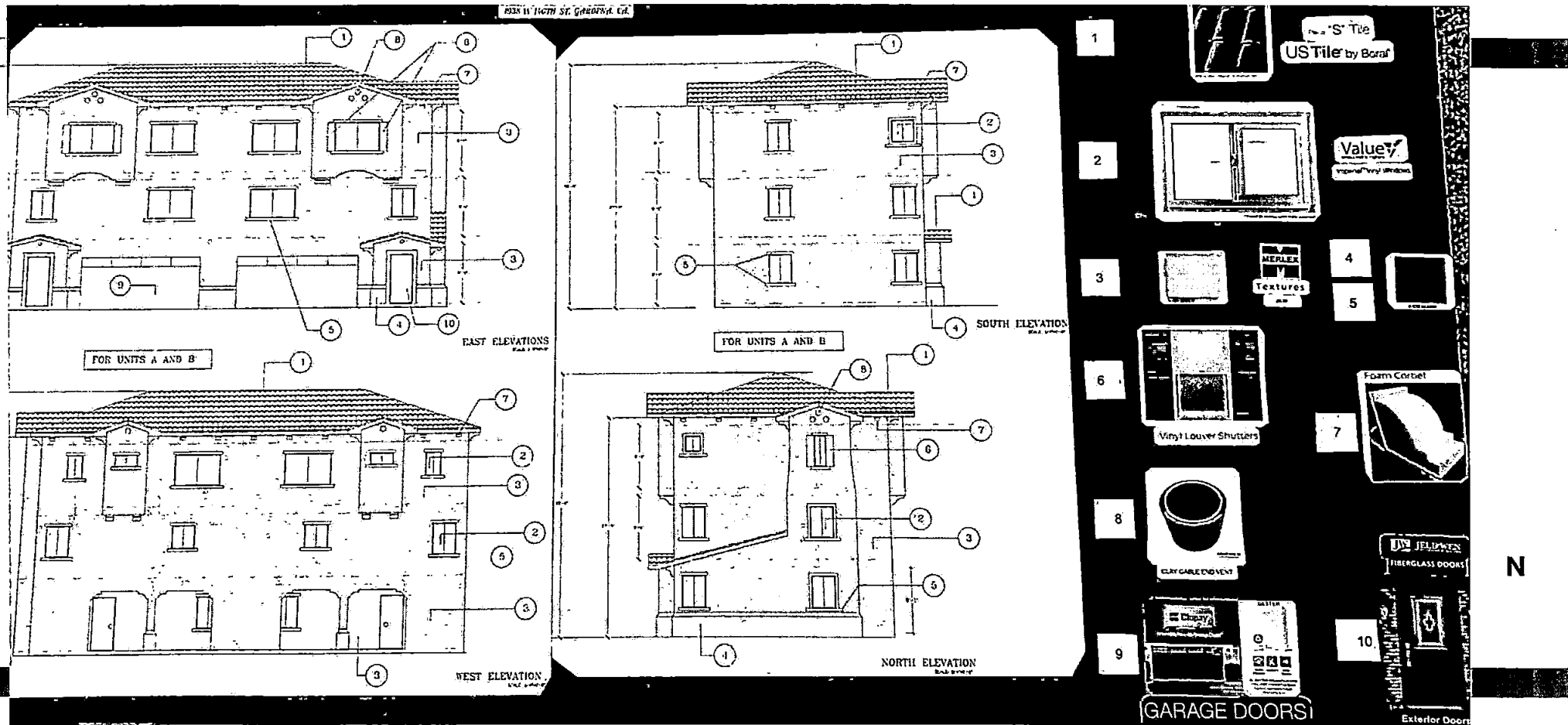


WEST ELEVATION

N

SHEET

Colors and Materials Elevations



Analysis

- ❑ Site Plan Review for the construction of 6 townhome units, GMC Section 18.44.010.E
- ❑ Tentative Parcel Map to create 6 residential condominium units



Analysis – Site Plan Review

Development Standards for R-3

Standard	Requirement	Proposed
Density (Maximum)		
17 units/acre	6 dwelling units	6 dwelling units
Unit Size (Minimum)		
Three or more bedroom units	1,200 sq. ft.	1,685 sq. ft.
Setback (Minimum)		
Front	20 feet	20 feet
Side	7.5 feet	8 feet
Side	7.5 feet	26 feet
Rear	7.5 feet	10 feet
Parking (Minimum)		
Two or more Bedrooms (2 spaces per unit)	12 spaces	12 spaces
Guest Parking (0.5 space per unit)	3 spaces	3 spaces
Storage Space		
200 cubic feet per unit	1,200 cubic feet	+ 3,510 cubic feet
Height (Maximum)	35 feet	33 feet 8 inches
Open Space (Minimum)		
Useable Open space (per unit)	600 sq. ft./unit	693- 1,047 sq. ft./unit



Analysis - Tentative Tract Map

The State Subdivision Map Act includes a list of grounds for denial; if any one is made, the map must be denied:

- Inconsistency with general or specific plan
- Site not physically suited for proposed type or density
- Design likely to cause substantial environmental damage
- Design conflicts with public easements

Through staff's analysis findings were not made; therefore, the map can be approved



Slide 15

JFS3 You should summarize what those findings are
John F. Signo, 5/19/2020

Analysis

General Plan Consistency

- ☐ Housing Element Goal 1.0
- ☐ Land Use Plan LU Policy 1.4
- ☐ Community Design Plan DS Policy 2.11



Environmental Considerations

- ☐ The proposed project is categorically exempt:
 - ☐ Infill
 - ☐ Small structures
- ☐ No exceptions to the exemptions



Public Noticing

- ☐ Advertised in Gardena Valley News on May 7, 2020
- ☐ Mailed to owners and occupants within 300' of the project site on May 7, 2020
- ☐ Public Comments received:
 - ☐ Kate Hong
 - ☐ Privacy and noise issues
 - ☐ Parking: limited street parking
 - ☐ Construction issues: noise level during construction, damage to foundation
 - ☐ YIMBY Law
 - ☐ Housing Accountability Act (HAA)



Staff Recommendation

- ❑ Open the public hearing;
- ❑ Receive testimony from the public; and
- ❑ ***Adopt Resolution No. PC 4-20, approving Site Plan Review #2-20 and Tentative Tract Map #1-20 subject to the conditions of approval and directing staff to file a Notice of Exemption***



Attachment D

Planning Commission Minutes dated May 19, 2020

CITY OF GARDENA
PLANNING & ENVIRONMENTAL QUALITY COMMISSION
TUESDAY, MAY 19, 2020, MEETING
VIRTUAL MEETING VIA ZOOM
* * *

Called to order by Chair Jackson at 7:04 P.M.

ROLL CALL

Present: Dale Pierce, Deryl Henderson, Stephen Langley, Steve Sherman, Brenda Jackson
Absent: None
Also in Attendance: Lisa Kranitz, Assistant City Attorney
Raymond Barragan, Acting Community Development Director
John F. Signo, Senior Planner
Amanda Acuna, Planning Assistant

PLEDGE OF ALLEGIANCE

None.

APPROVAL OF MINUTES

A motion was made by Commissioner Henderson and seconded by Commissioner Langley to approve the minutes of the meeting on April 21, 2020. The minutes were approved 5-0-0.

Ayes: Jackson, Henderson, Pierce, Langley, Sherman
Noes: None
Absent: None

ORAL COMMUNICATIONS FROM THE PUBLIC

Agenda Item #4

Assistant Planner Acuna addressed the Commission and public on procedures for conducting the online meeting since all participants were attending from a remote location. Instructions on how to comment and ask questions via the Zoom application was given. All written comments and questions will be read.

There were no oral communications from the public.

PUBLIC HEARING

Agenda Item #5

Site Plan Review #3-19; Tentative Parcel Map #2-19; Variance #1-05 (MOD)

A request to construct a new 3,486-square-foot fast-food restaurant with drive-thru in the General Commercial (C-3) zone, including Site Plan Review for development, Tentative Parcel Map to create separate parcels, and a modification to a previously approved parking variance.

Project Location: 2169 West Redondo Beach Boulevard (APN: 4063-014-017)

Applicant: Kristen Roberts, Raising Cane's/Target Corporation

Assistant Planner Acuna stated that the item would be re-noticed for the June 2, 2020 Planning Commission meeting.

Agenda Item #6

Site Plan Review #2-20; Tentative Tract Map #1-20

The Planning Commission considered a request for site plan review and tentative tract map approval for the construction of six new townhome units in the Medium Density Multiple-Family Residential (R-3) zone per Section 18.44.010.E and Chapter 17.08 of the Gardena Municipal Code, and direction to staff to file a Notice of Exemption.

Project Location: 1938 West 146th Street (APN: 4062-007-025)

Applicant: Javier Ordonez

Assistant Planner Acuna gave the presentation.

Commissioner Pierce asked to clarify the height.

Ms. Acuna confirmed the height would be 33 feet and 8 inches. Ms. Acuna stated there were written comments received from a neighbor, Kate Hong, and from YIMBY Law. Ms. Acuna stated there are conditions to address privacy, noise, and construction issues. Additionally, Ms. Acuna stated a phone call was received from a neighbor concerned with parking issues. Ms. Acuna stated the applicant had agreed to the added conditions to address the issues. Staff's recommendation is for approval of the project with the added conditions made during the presentation.

Commissioner Pierce asked the City Attorney if the CC&Rs expressly preclude homeowners from converting a garage to living area.

Assistant City Attorney stated she has not seen the draft CC&Rs, but the CC&Rs can prohibit homeowners from converting a garage. The applicant can address the question.

Commissioner Langley had concerns about the trash location inside the garage.

Ms. Acuna stated that the trash location was recommended inside the garage to address noise concerns to neighbors. She mentioned there is enough space inside the garage and there is also a separate storage room where trash containers can be located.

Commissioner Langley stated concerns about parking and asked if there was only parking on one side of the street.

Ms. Acuna confirmed there is only parking on one side. The street plans show the street to be wider. There are existing areas along the street which are wider. There is a requirement for the subject property to dedicate two feet, but widening is for property to the north side of 164th Street.

Commissioner Henderson stated his question had been answered and has no further questions.

Commissioner Sherman had no further questions.

Chair Jackson opened the public hearing and welcomed the applicant to speak.

Javier Ordonez, the applicant, had nothing further to state. He mentioned he had a translator.

Maria Barragan stated she has assisted Mr. Ordonez in many projects. He has developed many beautiful projects and this project would make a big difference on that street. The kind of construction that Mr. Ordonez brings in is quality and will add more beauty to that street.

Commissioners Pierce, Sherman, Langley, and Henderson had no questions for the applicant.

Chair Jackson asked about the price points for selling the condos.

Ms. Barragan, translating for Mr. Ordonez, stated the price would be between \$500,000 and \$600,000 depending on where the market is at that time.

Senior Planner Signo asked if the applicant agreed with the conditions.

Ms. Barragan stated the applicant is comfortable and understands all the conditions.

Ms. Acuna restated instructions for speakers to participate.

Tolei Fatafehi stated she lives west of the property and has lived there since childhood. She is concerned with the development and her property lies near the backyard of the subject property. Her mother and her own the apartment building. Her neighbors have to park down the street or on another block due to parking issues. There is already a large amount of population in the area. It is more of an inconvenience to the neighbors.

Kate Hong, neighbor, stated she sent an email and agrees with the previous speaker. Parking is extremely impacted. Her house is directly adjacent to the property in question. They cannot park in front of their house. Sometimes they have to park outside of their block. If you consider the amount of residents coming in that's about six to 12 cars coming in. The way the property is being built she will be able to hear everything. It will compromise their ability to open windows because of noise. Her father has a hearing issue and noise will worsen his condition. The project is not a good idea for them and others in the neighborhood.

Chair Jackson asked if there is anyone else who would like to speak. After hearing none the public hearing was closed.

Assistant Attorney Kranitz stated staff can address questions. She mentioned the YIMBY letter stated a project cannot be denied if it meets all the standards of the municipal code. This project meets all requirements so there is no choice but to approve.

Chair Jackson reopened the public hearing due to another comment.

Ms. Acuna read comments asking about what would be done during construction to address rodents and if the six to seven-foot wall would be paid by the builder. Ms. Acuna stated the applicant will be responsible to pull permits and pay for the block wall in addition to the other conditions added. In regards to rodents, that issue can be addressed by contacting Code Enforcement.

Chair Jackson gave an opportunity for additional comments. After hearing none closed the public hearing.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Henderson to adopt Resolution No. PC 4-20 approving Site Plan Review #2-20 and

Tentative Tract Map #1-20, subject to the attached conditions of approval, and directing staff to file a Notice of Exemption.

The motion passed by the following roll call vote:

Ayes: Pierce, Henderson, Langley, Sherman, Jackson
Noes: None
Absent: None

Ms. Kranitz explained there is a 10-day appeal period in case anyone is aggrieved by the decision.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Acting Community Development Director Raymond Barragan indicated we are still processing applications and staff is still issuing building permits and completing projects. Staff has done an amazing job at providing a level of service that is consistent. He commended Ms. Acuna for presenting the project and work on the Zoom platform, as well as with City Council meetings on their Zoom meetings.

Ms. Kranitz indicated the next meeting on June 2 will have an item on traffic impacts. There is a lengthy report that will be sent out early to give opportunity for commissioners to review. The item deals with going from level of service to vehicle miles traveled.

PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS

Commissioner Langley asked if a home inspection is allowed when occupants live in the house.

Mr. Barragan indicated staff is considering equipment that allows for remote inspections. Right now, there is limited interior inspections. If occupants are in the house it becomes difficult.

Commissioner Langley stated concerns with issues discussed in the YIMBY letter.

Commissioner Pierce gave good wishes to staff, commissioners, and the assistant city attorney to stay safe during this time.

Commissioner Henderson had no report but asked that everyone stay safe.

Vice Chair Sherman agreed with concerns on 146th Street because of new houses.

Chair Jackson stated she also had concerns with the YIMBY letter.

Ms. Kranitz stated there are housing groups that send these letters when a city has a housing project.

Chair Jackson commended Ms. Acuna and the rest of staff for their work.

ADJOURNMENT

Chair Jackson adjourned the meeting at 8:03 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'RB', with a horizontal line extending to the right.

RAYMOND BARRAGAN, SECRETARY
Planning and Environmental Quality Commission

A handwritten signature in black ink, appearing to be 'BJ', with a horizontal line extending to the right.

BRENDA JACKSON, CHAIR
Planning and Environmental Quality Commission



City of Gardena

City Council Meeting

Agenda Item No: 8. C. (1.)(a.)

Department: Elected & Administrative

Meeting Date: 06/23/2020

Resolution No. 6459

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6459, ADOPTING THE CITY OF GARDENA'S TWO-YEAR BUDGET FOR FISCAL YEARS 2020-2021 AND 2021-2022

COUNCIL ACTION REQUIRED:

Conduct Public Hearing and Adopt Budget Resolution No. 6459

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Presented for Public Hearing and Council consideration is the City of Gardena's Proposed Two-Year Budget for Fiscal Years 2020-2021 and 2021-2022, including Combined General Fund, Enterprise Funds and Special Revenue Funds.

A Proposed Budget was presented to the City Council and the public at the May 26, 2020 City Council meeting. It has been available for review and comment on the City's website since that time.

The proposed budget is based on conservative revenue and expenditures in both fiscal years and includes deep cuts, necessitated by the drastic reductions in revenues due to the COVID 19 pandemic. Staff recommends City Council adopt Resolution No. 6459, thereby adopting the Budget for Fiscal Years 2020-2021 and 2021-2022.

Copies of the Adopted Budget will be available for review on the City's website at www.cityofgardena.org and in the City Clerks Office.

FINANCIAL IMPACT/COST:

Budgeted	Revenue	Expenditure
General Fund	\$ 56,463,892	\$ 58,261,955
Enterprise Funds (Gtrans)	\$ 44,692,489	\$ 44,692,489
Enterprise Funds (Sewer)	\$ 2,415,000	\$ 2,679,503
Special Revenue & Other	\$ 53,741,583	\$ 61,470,864
Total FY 20/21	\$ 157,312,964	\$ 167,104,811
Budgeted	Revenue	Expenditure
General Fund	\$ 60,132,187	\$ 60,461,660
Enterprise Funds (Gtrans)	\$ 35,683,319	\$ 35,683,319
Enterprise Funds (Sewer)	\$ 2,415,000	\$ 2,311,739
Special Revenue & Other	\$ 40,952,167	\$ 39,064,839
Total FY 21/22	\$ 139,182,673	\$ 137,521,557

ATTACHMENTS:

- Resolution No. 6459
- Two-Year Budget Book, Fiscal Years 2020-2021 and 2021-2022
- PowerPoint Presentation

Submitted by: [Signature], Ray Beeman, Chief Fiscal Officer

Date: 06/23/20

Concurred by: [Signature], Clint D. Osorio, City Manager

Date: 06/23/20

RESOLUTION NO. 6459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADOPTING A BUDGET FOR SAID CITY FOR THE FISCAL YEARS JULY 1, 2020, TO AND INCLUDING JUNE 30, 2021, AND JULY 1, 2021, TO AND INCLUDING JUNE 30, 2022

WHEREAS, the Gardena Municipal Code provides that the City Manager of Gardena, California, shall cause a municipal budget to be prepared; and

WHEREAS, such budget, covering the fiscal years commencing July 1, 2020, to and including June 30, 2021, and July 1, 2021, to and including June 30, 2022, has been reviewed by the City Council with regard to the approval of estimated revenues and expenditures; and

WHEREAS, the City Council has made such necessary revisions to the budget for the fiscal years 2020-2021 and 2021-2022 as presented by the City Manager;

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

SECTION 1. That the City Council does hereby approve and adopt said two-year municipal budget for the City of Gardena for the fiscal years 2020-2021 and 2021-2022 and, by this reference, is incorporated herein as if fully set forth.

SECTION 2. That copies of said budget be placed on file in the office of the City Clerk.

SECTION 3. That, effective July 1, 2020, the City Manager is hereby authorized to proceed with the implementation of the work program as incorporated in the approved and adopted two-year budget; that he has the authority to transfer any sum of appropriated funds within a department or function, and that he may carry over as needed to future years' funds approved in this budget for projects, capital improvements, and capital outlay. It shall be the responsibility of the City Manager to determine the priority in which increases in personnel and capital acquisition shall be programmed for accomplishment during this year consistent with the availability of revenue and subject to the requirements of the Gardena Municipal Code regarding the expenditure of funds and the employment of personnel.

SECTION 4. That this Resolution shall be effective immediately.

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 23rd day of June 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

City Council Meeting

Agenda Item No.: 8. C. (1.)(b.)

Department: Elected & Administrative

Meeting Date: June 23, 2020

Resolution No. 6460

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6460, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020-2021 (GANN LIMIT)

COUNCIL ACTION REQUIRED:

Conduct Public Hearing and Adopt Resolution No. 6460 which establishes the City's Appropriations Limit for Fiscal Year 2020-2021 at \$118,470,593, as required by Article XII B of the California Constitution.

Action Taken

STAFF SUMMARY AND RECOMMENDATION:

In 1979, Proposition 4, known as the Gann Initiative, was approved by the voters. As a result, Article XIII (B) of the state statute (Government Code, Section 7900-10) was enacted and requires that each year thereafter the governing body of each local jurisdiction shall, by resolution, establish its Appropriations Limit for the following year. Proposition 111, approved by voters in 1990, amended Article XIII (B) further, and council action is necessary to implement the amendments effective for fiscal year 2020-2021. The amendments of Proposition 111 specify that the annual adjustment factor in calculating the Appropriations Limit will be increased by:

- The change in population growth for the City **OR** county, whichever has the higher population growth rate
- The change in California per capita personal income **OR**
- The growth in non-residential assessed valuation due to new construction within the City.

Pursuant to Proposition 111 amendments and upon Council approval, staff has calculated the Fiscal Year 2020-2021 Appropriations Limit using the City's population change and the percentage change in per capita personal income in California.

The Appropriations Limit for Fiscal Year 2020-2021 is \$118,470,593 with appropriations of \$58,261,955 subject to the limit, leaving a remaining appropriations capacity of \$60,208,638. The Appropriations Limit calculation formula is attached as reference (Exhibit A).

Staff recommends that the City Council adopt Resolution No. 6460, which establishes the Gann Limit for Fiscal Year 2020-2021 at \$118,470,593.

FINANCIAL IMPACT/COST:

Appropriations Limit:	\$118,470,593
Funding Source:	All Revenue Sources
Remaining Appropriations Capacity:	\$60,208,638

ATTACHMENTS:

Resolution No. 6460, including Exhibit A "Calculation of Gann Limit"

Submitted by , Ray Beeman, Chief Fiscal Officer

Date 06/23/2020

Concurred by , Clint Osorio, City Manager

Date 06/23/2020

CALCULATION OF THE GANN LIMIT FOR THE CITY OF GARDENA FOR FISCAL YEAR 2020-2021 IN ACCORDANCE WITH PROPOSITION III AND ARTICLE XIII (B)

EXECUTIVE SUMMARY: In November 1979, the voters of California approved Proposition 4, commonly known as the Gann Initiative. This proposition created Article XIII B of the State Constitution placing limits on the amount of revenue that can be appropriated by all government entities in any fiscal year. The legislation mandates all governing bodies including the City of Gardena to annually establish the Appropriations Limit.

FISCAL IMPACT: There is no impact to the City of Gardena budget. The fiscal year 2020-2021 Appropriations Limit is \$118,470,593 and will exceed the estimated General Fund spending plan of \$58,261,955 in an amount of \$60,208,638.

CITY OF GARDENA Appropriations Limit Schedule For the Fiscal Year Ending June 30, 2021

	Amount & Calculation	Source
A. Appropriations Limit Fiscal Year 2019-2020	\$114,133,519	Prior fiscal year
B. Calculation Factors:		
1) Population increase factor - .07% (City of Gardena)	$\frac{0.07 + 100}{100} = 1.0007$	State Department of Finance
2) Per Capita Cost of Living Change - 3.73%	$\frac{3.73 + 100}{100} = 1.0373$	State Department of Finance
C. Calculated Factor for FY 2020-2021	$1.0007 \times 1.0373 = 1.0380$	B(1) x B(2)
D. Appropriations Limit Fiscal Year 2020-2021	$\$114,133,519 \times 1.0380 = \$118,470,593$	A x C
E. Annual Adjustment Increase:	\$4,337,074	D - A

STAFF ANALYSIS:

Appropriations subject to the Limit for the prior fiscal year 2019-2020 totaled \$61,250,139 against the Adopted Limit of \$114,133,519 for that year.

CITY OF GARDENA Calculation on FY 2020-2021 Budget Against FY 2020-2021 Appropriations Limit

FY 2020-2021 Appropriations Limit	\$118,470,593
FY 2020-2021 Adopted Budget Subject to Limit (*)	<u>58,261,955</u>
Remaining Appropriation Capacity (Deficit)	\$60,208,638
Available Capacity as a Percentage of Appropriation Limit	50.8216%
(*) Actual Appropriations Subject to Limit	
Fund# 010 - General Fund FY 2020-2021 Adopted Budget:	\$58,261,955

RESOLUTION NO. 6460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
ESTABLISHING ITS APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020-2021

WHEREAS, the Government Code section 7910 requires the City Council to establish its appropriations limit pursuant to Article XIII B of the State Constitution; and

WHEREAS, said appropriations limit for fiscal year 2020-2021 has now been calculated to be \$118,470,593.

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

SECTION 1. That the spending limit calculation for fiscal year 2020-2021 is set forth in "Exhibit A" attached hereto and incorporated herein as if fully set forth. The annual adjustment factors used in making such calculation are the cost of living adjustment – CPI based on the percentage change in California per capita income and the population adjustment based on the annual population change for the City of Gardena.

"The City of Gardena reserves the right to change or revise any growth factors associated with the calculation of the Proposition 111 limit if such changes or revisions would result in a more advantageous appropriations limit."

SECTION 2. That this Resolution shall be effective immediately.

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 23rd day of June 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

City Council Meeting

Agenda Item No.: 8. C. (2)

Department: Elected & Administrative

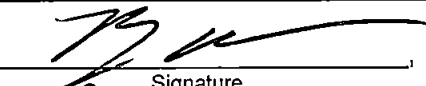

Meeting Date: June 23, 2020

Reso No.: 6461

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6461, ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEAR 2020-2021

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Adopt Resolution No. 6461; Approving the City's Investment Policy for Fiscal Year 2020-2021	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
Staff requests that the City Council adopt Resolution No. 6461 approving the City's Investment Policy for Fiscal Year 2020-2021.	
City staff completed a review of its Investment Policy to ensure compliance with state and federal statutes, maximizing interest and minimizing risk.	
The purpose of the investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City objectives of safety, liquidity and return on investment through a diversified investment portfolio. The policy also serves to organize and formalize the City's investment related activities. The policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).	
<u>FINANCIAL IMPACT/COST:</u>	
N/A	
<u>ATTACHMENTS:</u>	
Resolution No. 6461 City Investment Policy	
Submitted by  Signature	Ray Beeman, Chief Fiscal Officer
Date: 6/23/2020	
Concurred by  Signature	Clint D. Osorio, City Manager
Date: 6/23/2020	

RESOLUTION NO. 6461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDENA, CALIFORNIA, ACKNOWLEDGING THE
RECEIPT AND FILING OF THE ANNUAL STATEMENT OF
INVESTMENT POLICY FOR THE FISCAL YEAR 2020-2021

WHEREAS, the Governor of the State of California signed legislation into law effective January 1, 1996 (SB564); and

WHEREAS, this statement is intended to outline the policies for maximizing the efficiency of the City's Cash Management System and for prudent investment of the City's funds, and to provide guidelines for suitable investments.

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

SECTION 1. That the City Treasurer of the City of Gardena declares the annual Statement of Investment Policy for fiscal year 2020-2021 to be as outlined in the City of Gardena's Investment Policy.

SECTION 2. An annual statement of investment policy for the City of Gardena has been filed by the City Treasurer for fiscal year 2020-2021 in compliance with Section 53646(A) (2) of the Government Code of the State of California.

SECTION 3. That this resolution shall be effective immediately upon adoption by the City Council.

SECTION 4. 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 23rd day of June 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA , City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

CITY OF GARDENA



INVESTMENT POLICY

JULY 2020

CITY OF GARDENA

INVESTMENT POLICY

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I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Gardena objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City of Gardena's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was endorsed and adopted by the City of Gardena's City Council and is effective as of the 1st day of July, 2020, and replaces any previous versions.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Gardena, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the City of Gardena's general investment philosophy as set forth in this policy; however, such proceeds are to be invested pursuant to the permitted investment provisions of their specific bond indentures.
- Any other funds specifically exempted by the City Council.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City of Gardena will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City of Gardena are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and

diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Treasurer and other authorized persons responsible for managing City of Gardena funds acting in accordance with this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Treasurer or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City of Gardena’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City of Gardena will diversify its investments by investing funds among a variety of securities with independent returns.
- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City of Gardena’s investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City of Gardena’s funds, including the administration of this investment policy. Management responsibility for the cash management of the City of Gardena’s funds is hereby delegated to the Treasurer.

The Treasurer, or his/her designee, will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate

officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The City of Gardena may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City of Gardena's investment portfolio in a manner consistent with the City of Gardena's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City of Gardena's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City of Gardena recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City of Gardena.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Manager, or his/her designee, any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the Agency.

VII. INTERNAL CONTROLS

The City Treasurer, or his/her designee, is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Periodically, as deemed appropriate by the City of Gardena and/or the City Council, an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Treasurer, or his/her designee, shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City of Gardena's Treasurer, or his/her designee, will determine which financial institutions are authorized to provide investment services to the City of Gardena. It shall be the City of Gardena's policy to purchase securities only from authorized institutions and firms.

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City of Gardena. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City of Gardena are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City of Gardena include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City of Gardena, except where the City of Gardena utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City of Gardena's investment policy. The Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City of Gardena will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall

be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price:

IX. AUTHORIZED INVESTMENTS

The City of Gardena's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City of Gardena seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City of Gardena, the State of California and any local agency within the State of California, provided that:
 - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
 - No more than 5% of the portfolio may be invested in any single issuer.
 - No more than 30% of the portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.
2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
 - No more than 5% of the portfolio may be invested in any single issuer.
 - No more than 30% of the portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.
3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no

limits on the dollar amount or percentage that the City of Gardena may invest in U.S. Treasuries, provided that:

- The maximum maturity is five (5) years.

4. FEDERAL AGENCIES or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City of Gardena may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 25% of the portfolio may be invested in any single Agency/GSE issuer.
- The maximum maturity does not exceed five (5) years.
- The maximum percent of agency callable securities in the portfolio will be 20%.

5. BANKER'S ACCEPTANCES, provided that:

- They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 40% of the portfolio may be invested in Banker's Acceptances.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

6. COMMERCIAL PAPER, provided that:

- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
- The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
- They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- City of Gardena may purchase no more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the portfolio may be invested in Commercial Paper.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.
-

7. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.

- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
 - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
 - No more than 5% of the portfolio may be invested in any single issuer.
 - The maximum maturity does not exceed five (5) years.
- 8. FEDERALLY INSURED TIME DEPOSITS (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
 - No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- 9. COLLATERALIZED TIME DEPOSITS (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
 - The maximum maturity does not exceed five (5) years.
- 10. CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)**, provided that:
- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
 - The maximum maturity does not exceed five (5) years.
- 11. COLLATERALIZED BANK DEPOSITS.** City of Gardena’s deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City of Gardena may invest in collateralized bank deposits.
- 12. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)**, provided that:
- The City of Gardena may invest up to the maximum amount permitted by LAIF.
 - LAIF’s investments in instruments prohibited by or not specified in the City of Gardena’s policy do not exclude the investment in LAIF itself from the City of Gardena’s list of allowable investments, provided LAIF’s reports allow the Treasurer to adequately judge the risk inherent in LAIF’s portfolio.
- 13. LOCAL GOVERNMENT INVESTMENT POOLS**

- Other LGIPs permitted by client.
- There is no issuer limitation for Local Government Investment Pools

14. CORPORATE MEDIUM TERM NOTES (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

15. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS, provided that:

- The securities are rated in a rating category of “AA” or its equivalent or better by a NRSRO.
- They are issued by an issuer having long-term debt obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer. There is no issuer limitation on any Mortgage security where the issuer is the US Treasury or a Federal Agency/GSE.
- The maximum legal final maturity does not exceed five (5) years.

16. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.
 3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.
- b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
3. No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

17. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

18. INVESTMENT TRUST OF CALIFORNIA (CalTrust)

- The City may invest in shares issued by CALTRUST in accordance with Section 53601 (p) of the Government Code. CalTrust is a joint power authority created for the benefit of local agencies.

19. LOS ANGELES COUNTY POOLED INVESTMENT FUND (LACPIF)

- The City may invest in shares issued by LACPIF in accordance with Section 53601 (p) of the Government Code. LACPIF is a joint power authority created for the benefit of local agencies.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- No surplus city funds shall be invested in any repurchase agreements, reverse repurchase agreements, derivatives or noncollateralized corporate notes
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The purchase of foreign currency denominated securities is prohibited.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City of Gardena shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City of Gardena shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City of Gardena shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City of Gardena's portfolio shall be held in safekeeping in the City of Gardena's name by a third party custodian, acting as agent for the City of Gardena under the terms of a custody agreement executed by the bank and the City of Gardena. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City

of Gardena from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City of Gardena will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City of Gardena will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City of Gardena may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City of Gardena’s risk preferences.
- If securities owned by the City of Gardena are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the City of Gardena’s policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City of Gardena recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City of Gardena will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City of Gardena further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City of Gardena, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City of Gardena will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City of Gardena based on the City of Gardena's investment objectives, constraints and risk tolerances.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City of Gardena's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be submitted by the Treasurer to the City Council within 30 days of the end of the reporting period in accordance with California Government Code Section 53607.

QUARTERLY REPORTS

The Treasurer will submit a quarterly investment report to the City Council which provides full disclosure of the City of Gardena's investment activities within 30 days after the end of the quarter. These reports will disclose, at a minimum, the following information about the City of Gardena's portfolio:

1. An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date, interest rate and interest rate.
2. Transactions for the period.
3. A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF; investment pools, outside money managers and securities lending agents)
4. A one-page summary report that shows:
 - a. Average maturity of the portfolio and modified duration of the portfolio;
 - b. Maturity distribution of the portfolio;
 - c. Percentage of the portfolio represented by each investment category;
 - d. Average portfolio credit quality; and,
 - e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City of Gardena's market benchmark returns for the same periods;
5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
6. A statement that the City of Gardena has adequate funds to meet its cash flow requirements for the next six months.

ANNUAL REPORTS


A comprehensive annual report will be presented to the Governing Board. This report will include comparisons of the City of Gardena's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

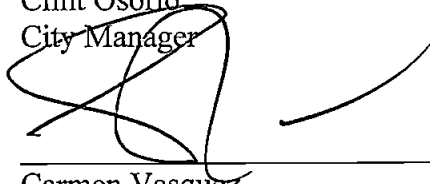
Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

Prepared by:



Clint Osorio
City Manager

Approved:



Carmen Vasquez
City Attorney

Approved:

Tasha Cerda, Mayor
City Council

Date:



City of Gardena

City Council Meeting

Agenda Item No.: 8. C. (3)

Department: Elected & Administrative

Meeting Date: June 23, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: AUTHORIZATION TO BIND EXCESS INSURANCE COVERAGE POLICIES FOR FISCAL YEAR 2020-2021

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Authorize City Manager to Purchase and Bind Excess Insurance Coverage as Recommended by Staff	

STAFF SUMMARY AND RECOMMENDATION:

Gardena is self-insured for General Liability and Workers Compensation insurance and obtains excess insurance coverage for extraordinary exposures for both, in addition to Commercial Property, Contractor's Equipment insurance, and a crime bond for employees. Staff annually seeks renewal quotations and works diligently to ensure that adequate coverage is obtained at the best possible price.

This year insurance quotes were obtained through the City's Joint Powers Authority (JPA) PRISM, formerly CSAC-EIA. The quote received from PRISM was an estimated premium of \$1,352,770. Recommended coverage for fiscal year 2020-2021 is outlined below.

	TYPE OF INSURANCE	INSURANCE COMPANY	ANNUAL PREMIUM	COVERAGE	DEDUCTIBLE/SIR
1	Liability Insurance for City	PRISM	\$576,000	\$25,000,000 xs SIR	\$750,000
2	Excess Workers Compensation (incl. GTrans)	PRISM	\$122,261	Statutory Limit	\$750,000
3	Commercial Property (Including GTrans buildings)	Alliant APIP	\$100,610	\$100,000,000	\$10,000
4	Commercial Crime Insurance	Hiscox Insurance Company	\$2,498	\$1,000,000	\$10,000
5	GTrans Excess Liability	CALTIP	\$427,463	\$25,000,000 xs SIR	\$250,000
6	GTrans Vehicle Physical Damage	CALTIP	\$33,761	\$30,000,000	\$10,000


In conclusion, staff recommends that the City Council authorize the purchase of the excess insurance coverage for fiscal year 2020-2021 at a total estimated cost of \$1,352,770 (including a \$90,177 Broker Fee) through the specified carriers and authorize the City Manager to execute the documents to bind the insurance policies.

FINANCIAL IMPACT/COST:

Liability & Workers Compensation Funds	\$ 820,227
Enterprise Funds	\$ 532,543
Total Expenditure	\$ 1,352,770

ATTACHMENTS:

Staff Report

Submitted by , Ray Beeman, Chief Fiscal Officer

Date 06/23/20

Concurred by , Clint D Osorio, City Manager

Date 06/23/20

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No.: 8. C. (3)

Department: Elected & Administrative

Meeting Date: 06/23/2020

AGENDA TITLE: AUTHORIZATION TO BIND EXCESS INSURANCE COVERAGE POLICIES
FOR FISCAL YEAR 2020-2021

RECOMMENDATION:

Staff respectfully recommends that Council approve the renewal of excess insurance policies for Fiscal Year 2020-2021 at an estimated total cost of \$1,352,770 as specified in the summary of excess insurance coverage for Fiscal Year 2020-2021. This is an increase of premium of approximately 13%. This figure is not reflective of the City's loss history, but rather current market conditions as detailed in the background below.

BACKGROUND:

In July 2018 the City joined the CSAC-EIA, now known as PRISM, a risk sharing pool of California public agencies, dedicated to controlling losses and providing effective risk management solutions. Formed in 1979, the Joint Powers Authority (JPA) called PRISM, pools their risk and provides a viable and cost-effective solution for the insurance and risk management needs of California municipalities. The EIA's membership has expanded to include 55 of the 58 counties (95%) in California as well as 70% of the cities in California, and numerous school districts, special districts, housing authorities, fire districts, and other Joint Power Authorities.

Through efforts of PRISM's member entities, the PRISM staff, and its long-term partner, Alliant, PRISM has created risk coverage programs that are stable, secure and flexible. PRISM is recognized as a leader and pioneer in the JPA risk management community. PRISM is the first JPA in California to receive the Government Finance Officers Association's Certificate of Excellence in Financial Reporting since June 30, 1994. Additionally, PRISM has been accredited with excellence continuously since 1989 by the California Association of Joint Powers Authorities (CAJPA).

General liability and vehicle physical damage insurance for GTrans is procured through the California Transit Systems Joint Powers Authority, also known as the California Transit Indemnity Pool (CalTIP). The pool is the result of the cooperative efforts of public transit operators acting collectively to meet their insurance needs. CalTIP was created in 1987 and began providing a liability coverage program for its 12 initial members. Since that time, CalTIP has added a Vehicle Physical Damage Program and has expanded its scope of services to meet the needs of its members. CalTIP now serves over 30 California transit operators.

The insurance market has faced some challenges over the past 24 months. Global catastrophic events and years of low rates have created some instability in the overall marketplace. While there is still capacity in the market, some lines of coverage have been impacted more heavily than others which is a result of reduced profit, large claims payments and historic low rates – the market is currently working on stabilizing itself.

Property

The commercial property market is continuing to go through a market "correction" because losses are significantly eroding their profits. Several carriers are exiting or significantly reducing capacity in areas prone to Natural Catastrophe (CAT). Three market leaders, AIG, FM Global and Lloyd's of London are highly scrutinizing their North American property business impacting capacity, rates, and coverage. The combination of attritional losses with CAT losses in the past several years is resulting in pricing inflations as well as coverage limitations. Adding insult to injury, many of the CAT losses of 2017 (the worst CAT year in history) and 2018 (the 4th largest loss year) continue to include higher than expected loss development. We saw this carry through 2019 and are seeing it through 2020, especially with the uncertainty with COVID-19. Overall, there has been a decrease in property capacity.

Casualty

Beyond property insurance rates being on the rise, we are beginning to see a significant shift in the liability market as well. This shift is a result of record jury verdicts happening across the country that have increased at a pace none of the underwriting community could have ever planned for. This trend has hit the public sector especially hard. What would have resulted in a \$300,000 award for individuals in years past is going for \$3 million or \$5 million currently, if not higher.

Deteriorating loss trends characterized by increased frequency of severity losses has caused markets to exit certain lines of business, reduce their capacity and raise rates considerably, and this is cutting across all industries and classifications regardless of tenure with markets or past loss history. While we are hopeful rates will begin to level off in the latter part of 2020, we don't expect aggressive competition for premium dollars to manifest itself, at least to the degree necessary to begin stabilizing the marketplace. As a consequence, insureds are looking to absorb more risk themselves in order to offset the rate increases.

Workers' Compensation

Workers' Compensation, by contrast, is the lone casualty line in which a competitive market exists for most industries in most states. Workplace injuries continue to decline year over year and loss ratios remain favorable and the majority of states continue to approve rate reductions. Rate reductions cannot continue forever and at some point, rates will level off and may begin turning upwards.

The general marketplace has shown little change over the prior several years from a Workers' Compensation trends perspective. Although slowing, workplace injuries continue to decline year over year and the combined ratio in most states has been well below 100% for over three years and reserve redundancies continue to climb. As a consequence, the Workers' Compensation market continues to remain a competitive line for the majority of buyers. However, there are headwinds including an increase in average indemnity and medical severity trends. Additionally, a study by PwC's Health Research Institute indicates medical costs are expected to increase in 2020 compared to the flat trends seen in 2018 and 2019. If this trend continues, we may very well see the combined ratio begin to climb, resulting in rates flattening out in more states.

Summary

In summary, the insurance market is changing. The increase in rates and changes to terms and conditions is driven primarily by an increase in losses, but also partly to prepare for future losses. Property rates are increasing 15%-30% for "good" non-cat exposed accounts and much higher for accounts with losses or that are in CAT prone areas. Liability carriers have cut back their willingness to offer high limits, but are not giving any reductions for lower limit structures. As we look into the future, much of the volatility of the market will be driven by claims experience and carriers ability to offset claims with investment income. Both of these factors need to improve for stability to return to the insurance marketplace.

SUMMARY OF EXCESS INSURANCE COVERAGE FOR FY 2020-2021:

- Liability insurance for the City will be offered through the CSAC-EIA Program Alternative (PRISM). The total estimated premium for the policy is \$576,000 for \$25,000,000 of coverage with a \$750,000 SIR.
- Liability insurance for GTrans will be offered through the California Transit Indemnity Pool (CalTIP). The total premium for the policy is \$427,463 for \$25,000,000 of coverage with a \$250,000 SIR.
- Excess Workers Compensation will be offered through the CSAC-EIA Program Alternative (PRISM). The total estimated annual premium for the policy is \$122,261.
 - City portion of premium is \$83,137 SIR \$750,000
 - GTrans portion of premium is \$39,124 SIR \$750,000
- Commercial Property insurance (including Contractor's Equipment, Cyber Liability and Pollution) will be offered through the Alliant Property Insurance Program (APIP). The total estimated premium for the policy is \$100,610 for \$100,000,000 of coverage with a \$10,000 deductible.
 - City portion of premium is \$68,415
 - GTrans portion of premium is \$ 32,195
- Vehicle Physical Damage insurance for GTrans will be offered through the California Transit Indemnity Pool (CalTIP). The total premium for the policy is \$33,761 for \$30,000,000 of coverage with a \$10,000 deductible.
- Commercial crime insurance will be offered through Hiscox Insurance Company. The total annual policy premium will be \$2,498 for \$1,000,000 of coverage with a \$2,500 deductible.
- Total estimated insurance premium for fiscal year 2020-2021 is \$1,352,770, which includes a broker's fee of \$90,177.

IN CONCLUSION,

Staff recommends that the City Council approve the request to bind the excess insurance coverages as specified above for fiscal year 2020-2021.

Submitted by:


Ray Beeman - Chief Fiscal Officer

Date: June 23, 2020

Concurred by:


Clint D. Osorio - City Manager

Date: June 23, 2020



City of Gardena

City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.C. (4)

Department: Elected & Administrative Offices

Meeting Date: June 23, 2020

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF THE CONTRACT BETWEEN THE CITY OF GARDENA AND TRIO COMMUNITY MEALS FOR THE PROVISION OF THE SENIOR COMMUNITY ACTION MEALS PROGRAM (SCAMP) FOR FISCAL YEARS 2020-2024

COUNCIL ACTION REQUIRED:

- Approve Contract

Action Taken

STAFF SUMMARY:

Staff respectfully recommends that the City Council approve the Contract between the City of Gardena and TRIO Community Meals. The total estimated cost for service is \$318,138 per year.

The selection was based on the Invitation for Bids (IFB) submissions via Planet Bids and their ability to provide a quality service at a reasonable cost. TRIO Community Meals was the lowest bid for the proposed services as illustrated in the Bid Comparison Chart.

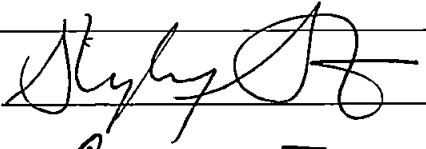
TRIO Community Meals has demonstrated a commitment for meeting compliance requirements of the County of Los Angeles Workforce Development Aging & Community Services and the Area Agency on Aging, conforms to nutritional requirements under Title III-C of the Older Americans Act (OAA) of 1965, and complies with the Hazard Analysis and Critical Control Point (HACCP) requirements, the Area Agency on Aging policies and procedures for Senior Nutrition Sites, Central Kitchens, and Home-Delivered Meals Programs.

FINANCIAL IMPACT/COST:

Anticipated Expenditure: \$318,138 per year for 4 Fiscal Years: \$1,272,552
Funding Source: L.A. County Workforce Development Aging & Community Services

ATTACHMENTS:

- 1) Bid Comparison Chart
- 2) Contract

Submitted by , Stephany Santin, Director of Recreation and Human Services

Date 6/18/20

Concurred by , Clint Osorio, City Manager

Date 6/18/20

c:

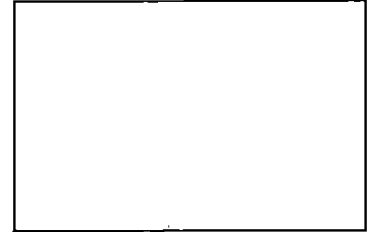
Attachment 1
Bid Comparison Chart

Catering Company	Congregate Hot Meal Price	Congregate Cold Meal/Boxed Lunch Price	Congregate Breakfast Meal Price	Home-Delivered Hot Meal Price	Home-Delivered Frozen Meal Price	*Estimated Cost for Meals per FY
TRIO Community Meals	\$3.99	\$3.79	\$3.25	\$3.99	\$3.99	\$318,138
Tender Loving Care Catering	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28	\$342,400
Better 4 You Meals	\$4.38	\$4.60	\$4.38	\$4.60	\$4.60	\$357,700

*Estimated cost is based on the estimated number of meals served during the fiscal year as indicated in the IFB, listed below.

Congregate Hot Meals: 45,200
 Congregate Cold Meals/Boxed Lunches: 500
 Congregate Breakfast Meals: 1,300
 Home-Delivered Hot Meals: 29,900
 Home-Delivered Frozen Meals: 3,100

County of Los Angeles



FOOD SERVICE AGREEMENT

THIS AGREEMENT, executed in duplicate at Los Angeles, California, is made by and between City of Gardena, a California non-profit corporation, hereinafter referred to as the Contractor, and _____, hereinafter referred to as the Subcontractor.

WITNESSETH

WHEREAS, the Contractor and the County of Los Angeles, hereinafter referred to as the County, have entered into an Agreement which authorizes the Contractor to provide certain services, said Agreement being Number _____ of County Contracts, dated _____, 2020; and

WHEREAS, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval;

WHEREAS, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

WHEREAS, the Subcontractor desires to perform and provide such services;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

FOOD SERVICE AGREEMENT

SECTION 1. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- A. **The representative of the Contractor shall be, unless otherwise stated in the Agreement:**

(Name and Title)

(Address)

(Phone and Email)

- B. **The representative of the Subcontractor shall be:**

(Name and Title)

(Address)

(Phone and Email)

SECTION 2. Compensation to the Subcontractor

The Contractor shall pay to the Subcontractor an amount not to exceed _____ (\$ _____) for complete and satisfactory performance of the terms of this Agreement. Payment shall be made on a monthly basis.

SECTION 3. Time of Performance

The term of this Agreement shall commence on July 1, 2020 and end June 30, 2024, provided that said term is subject to the provisions of Section 14, Indemnity, Liability, and Insurance Requirements and Section 18, Termination, and availability of Federal funds through the AAA.

In the fiscal year there are approximately 248 days including the following holidays and special occasions:

January	New Year's Day
February	President's Day or Valentine's Day
March	St. Patrick's Day
April	Easter
May	Cinco de Mayo
July	Fourth of July
August & September	Luau
October	Halloween
November	Thanksgiving
December	Christmas

SECTION 4. Notices, Demands, and Communications

A. Formal notices, demands, and communications to given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested and shall be deemed effective as of the date of mailing.

B. Such notices, demands, or communications shall be addressed as set forth below:

(1) For the Contractor: authorized signatory

(2) For the Subcontractor: authorized signatory

C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

SECTION 5. Audits Records and Bonding

A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.

- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food and labor costs expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State or Federal Personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, the County of Los Angeles AAA or five (5) years if no audit has occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, an insurance certificate that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance, Liability Insurance, Workers' Compensation Insurance and applicable Automobile Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, Los Angeles County Area Agency on Aging, California Department of Aging, and the U. S. Administration on Aging (AOA).
- H. The Subcontractor shall use standardized recipes which meet HAACP requirements as part of their HAACP Program and which shall be available to Contractor and Los Angeles County Area Agency on Aging for review.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.
- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Dietary Administrative Support Services Contractor, County, State, or Federal personnel.

SECTION 6. **Amendments to Agreement**

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties.

SECTION 7. **Permits and Licenses**

The Subcontractor shall hold valid permits, licenses, certificates, and other documents as required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement such as public health license, L.A. County Health Department Inspection Reports, annual Fire Inspection Certificates, and other documents attached for Contractor's approval. The Subcontractor shall notify the Contractor of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents which may be cause for termination of this Agreement.

SECTION 8. **Conflict of Interest**

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor which would create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County of Los Angeles who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract, or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fee.

SECTION 9. **Independent Contractor Status of the Subcontractor**

The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employee of the Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

SECTION 10. **Assignment or Transfer of Interest**

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for monies due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution, or withheld by the County.

SECTION 11. **Applicable Sections of Agreement Between the County of Los Angeles and The Contractor**

The Contractor and the Subcontractor agree that all conditions set forth in this Agreement between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth here and full. Referenced sections are available at the Contractor and the County of Los Angeles Workforce Development, Aging and Community Services for review during normal business hours.

SECTION 12. **Discrimination Prohibited**

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract, and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto, including the American Disability Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written Affirmative Action Plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps is to be included.

SECTION 13. **Indemnity, Liability, and Insurance Requirements**

- A. The Subcontractor agrees to indemnify and hold harmless the Contractor and the County of Los Angeles, their officers, employees and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers or employees. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food

is served one hour after delivery (or eaten immediately after home delivery).

B. The Contractor shall promptly notify the Subcontractor, in writing, of any claims against the Subcontractor or Contractor and, in the event of a suit being filed. The Subcontractor shall promptly forward to the Contractor all papers in connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment settlement, including reasonable attorney's fees, shall be charged to the Subcontractor.

C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that he/she carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

▪ **Commercial General Liability**

General Aggregate:	\$4 Million
Product/Completed Operations Aggregate:	\$2 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence	\$1 Million

D. **Comprehensive Auto Liability** \$1 Million
Insurance with limits of not less than \$1 Million for bodily injury and property damage, in combined or split limits, for each single accident.

Bodily Injury	\$100,000 each person \$300,000 each accident \$300,000 aggregate products
Property Damage	\$ 50,000 each accident \$250,000 aggregate operations \$250,000 aggregate protection \$250,000 aggregate products \$250,000 aggregate contractual

E. **Workers' Compensation** \$1 Million per accident
Statutory limit in accordance with Section 3700 and 3800 of the Labor Code of the State of California.

- F. **Crime Coverage:** \$50,000 per Occurrence
- G. **Professional Liability** \$1,000,000 Per Occurrence
\$2 Million aggregate
- H. **Sexual Misconduct Liability:** \$2 Million per claim
\$2 Million aggregate
- I. **Privacy and Network Security Coverage:** \$1.5 Million aggregate
- J. **Additional Insured** The City of Gardena and the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively City and County and their Agents) shall be named as additional insured on all policies or certificates.
- K. **Cancellation Notice** 30-day Written Notice of Cancellation or any change in Required Insurance shall be mailed to the City of Gardena, 1700 W. 162nd Street, Gardena, CA 90247 and County of Los Angeles Area Agency on Aging (AAA), 3175 W. 6th Street, Los Angeles, CA 90020. The written notice shall be provided to the City and County at least ten (10) days in advance of cancellation for non-payment of premium.
- L. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.
- M. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

SECTION 14. Compliance with Statutes and Regulations

- A. In the performance of this Agreement the Subcontractor shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes and provisions of the County of Los Angeles and the AAA.
- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act (OAA) of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL), the Hazard Analysis and Critical

Control Point (HACCP) requirements and AAA Policies and Procedures for Senior Nutrition Sites, Central Kitchens and Home Delivered Meals.

SECTION 15. **Federal, State and Local Taxes**

Federal, State and local taxes shall be the responsibility of the Subcontractor as an independent contractor and not as a Contractor employee.

SECTION 16. **Termination**

This Agreement may be terminated by the Contractor at any time within the period of its duration upon not less than thirty (30) days written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days written notice to the Contractor. Notice shall be provided in Section 4 herein.

In addition, the contract may be terminated because of lack of funds, repeated citations by the Contractor, and failure to make corrective actions required by the Contractor. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten (10) days written notice to the other party. Said notice shall be delivered by certified mail, telegram or in person. The Area Agency on Aging shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of the contract shall not be construed to be a modification of the terms of the contract.

SECTION 17. **Negotiation of Disputes**

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that it will not delay or adversely affect the performance of the Contractor. Should any questions still remain unresolved, the dispute will be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

SECTION 18. **Prior Approval of Subcontracts**

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement without obtaining prior written approval of the Contractor which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed upon price.

SECTION 19. **Fair Labor Standards Compliance**

Subcontractor agrees to indemnify, defend, and hold harmless the County of Los Angeles and Contractor, its agents, officers, and employees, from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for services performed by the Subcontractor's employees for which the Contractor or County may be found jointly or solely liable.

SECTION 20. Citizenship Laws

Subcontractor and Contractor warrants their full compliance 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 Immigration Reform & Control Act of 1986. Subcontractor and Contractor shall obtain, from all covered employees services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor and Contractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor and contractor shall indemnify, defend and hold harmless, the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Subcontractor and Contractor of County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

SECTION 21. Subcontractor Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the Area Agency on Aging Standard Operating Procedures Manual, the Subcontractor shall comply with the following requirements:

- The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen; or
- The Subcontractor shall hire a qualified Food Service Manager who possesses a B.S. Degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a Food Service Supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.
- The Subcontractor must submit to the Contractor the registration I.D. number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager.

- The County may, at its sole discretion, waive this requirement. Deficiencies of noncompliance require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

SECTION 22. **Date of Execution**

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made, provided, however, that the term shall be for the period set forth in Section 3 herein.

SECTION 23. **Complete Agreement**

This Agreement, Appendices, and Addendum if applicable, contains the full and complete agreement between the two (2) parties and is incorporated herein by reference. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Contractor and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives.

Executed this _____ day of

Executed this _____ day of

_____, 2020.

For:

CITY OF GARDENA
(Contractor)

For:

SUBCONTRACTOR

BY _____
Mayor

By _____
(Title/Capacity)

Attest: _____
City Clerk

Social Security # _____

City Business License # _____

Expiration Date _____

APPROVED AS TO FORM:

By:

City Attorney



City of Gardena

City Council Meeting

Agenda Item No. 8. F. (1)
Department: Recreation and Human Services
Meeting Date: June 23, 2020
Resolution or Ordinance No. 6458

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: RESOLUTION NO. 6458: APPROVAL OF LOCAL AGREEMENT NUMBER CCTR-0080 WITH CALIFORNIA DEPARTMENT OF EDUCATION FOR FY 2020-2021

COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6458
Approve Local Agreement Number CCTR-0080 with the California Department of Education

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that City Council approve Local Agreement CCTR-0080 and adopt Resolution No. 6458 authorizing the Mayor and the City Clerk to execute the agreement with the California Department of Education which has been approved as-to-form by the City Attorney. The contract amount is \$2,790,447 which provides funding for the Gardena Family Child Care Program (GFCC) for FY 2020-21. The contract amount may be amended following the approval of the State budget.

GFCC provides quality, educational, subsidized child care in licensed family child care homes in Gardena and bordering cities. Services are provided to low-income families whose parents are employed, in school/training seeking employment or are incapacitated and require assistance.

GFCC staff not only works with children and families but also offers technical assistance to family child care providers in the GFCC network in areas such as curriculum, the child care environment, behavioral problems, and developmental and age appropriate practices.

FINANCIAL IMPACT/COST:

Revenue \$2,790,447 to the City of Gardena from the Department of Education for the Family Child Care Program.

No cost to the General Fund.

ATTACHMENTS:

1. Resolution No. 6458
2. Local Agreement Number CCTR-0080 with the California Department of Education
3. Encumbrances
4. Contractor Certification Clauses (CCC-04/2017)
5. California Civil Rights Laws Certification (CO-005)

Submitted by Stephany Santin, Stephany Santin,
Director of Recreation & Human Services

Date 6/18/20

Concurred by Clint D. Osorio, Clint D. Osorio, City Manager

Date 6/18/20

c:

RESOLUTION NO. 6458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING LOCAL AGREEMENT CCTR-0080 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

WHEREAS, the City of Gardena wishes to enter into a Contract with the California Department of Education which provides funds for child care and child development services; and

WHEREAS, it is necessary that the City of Gardena designate and authorize a representative to sign the Local Agreement/Contract in order to administer said services.

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

SECTION 1. Approves the California Department of Education Local Agreement No. CCTR-0080, attached hereto as Exhibit A.

SECTION 2. Designates the Mayor, or in her absence, the Mayor Pro Tem, and the City Clerk to execute the contract and all documents necessary to accompany said contract, including all amendments to said contract within the fiscal year.

SECTION 3. That this Resolution shall be effective immediately.

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 23rd day of June, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21DATE: July 01, 2020CONTRACT NUMBER: CCTR-0080PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMSPROJECT NUMBER: 19-02180-00-0**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** CITY OF GARDENA

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2020 through June 30, 2021. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,790,447.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	56,327.0
Minimum Days of Operation (MDO) Requirement	252

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2020.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Tasha Cerda, Mayor	
TITLE Contract Manager		ADDRESS 1700 W. 162nd Street, Gardena CA 90247	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,790,447	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,790,447	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only

CONTRACTOR'S NAME: CITY OF GARDENA

CONTRACT NUMBER: CCTR-0080

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 528,832	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13609-2180	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 528,832	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 243,100	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 15136-2180	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 243,100	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,018,515	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2180			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,018,515	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City of Gardena	95-6000713
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Tasha Cerda, Mayor	
Date Executed	Executed in the County of
6/23/2020	Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

City of Gardena

2. Federal ID Number:

95-6000713

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Tasha Cerda, Mayor

5. Date Executed:

6/23/20

6. Executed in the County and State of:

Los Angeles, California

FEDERAL CERTIFICATIONS

Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 "New restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a.) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b.) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c.) The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

- (a.) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b.) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c.) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b.) Establishing an on-going drug-free awareness program to inform employees about-

- (1.)The danger of drug abuse in the workplace;
 - (2.)The grantee's policy of maintaining a drug-free workplace;
 - (3.)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
- (1.)Abide by the terms of the statement; and
 - (2.)Notify the employer in writing of his or her conviction for a violation;
- (e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- (f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 1651 W. 162nd Street

City: Gardena

State: California

Zip Code: 90247

☐ Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

- (a.) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- (b.) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT:

City of Gardena

CONTRACT #:

CCTR-0080

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:


Tasha Cerda, Mayor

SIGNATURE:

DATE:

6/23/20

Page 4 of 4

APPROVED AS TO FORM
BY 
CARMEN VASQUEZ
CITY ATTORNEY



City of Gardena
City Council Meeting

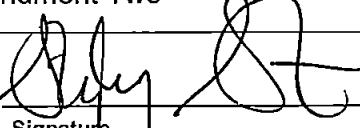

AGENDA REPORT SUMMARY

Agenda Item No. 8. F. (2)
Department: Recreation and
Human Services
Meeting Date: 6/23/2020

Resolution No. 6462

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6462, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SUPPORTIVE SERVICES PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2020/2021

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">• Adopt Resolution No. 6462	<u>Action Taken</u>
<u>STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council adopt Resolution No. 6462, designating the City Manager as authorized to sign the Supportive Services Program agreement, No. SSP192003, binding the City to the Subaward and approve and accept the Subaward funds on behalf of the City.</p> <p>The approval of the resolution is necessary to execute the agreement between the County of Los Angeles and the City of Gardena. The program provides seniors with vital in-home care assistance which include case management, personal care, home care and in-home respite for Fiscal Year 2020-2021 is \$116,000.</p>	
<u>FINANCIAL IMPACT/COST:</u> <p>N/A</p>	
<u>ATTACHMENTS:</u> <ol style="list-style-type: none">1) Resolution No. 64622) Funding Allocation Letter for the Supportive Services Program Subaward Sum Year 23) Amendment Two	
Submitted by <u></u> , Signature	Stephany Santin, Director of Recreation & Human Services
Concurred by <u></u> , c:	Clint Osorio, City Manager
Date <u>6/18/20</u>	
Date <u> / / </u>	

RESOLUTION NO. 6462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SUPPORTIVE SERVICES PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2020/2021.

WHEREAS, the City of Gardena has established an in-home help program for seniors through its Recreation and Human Services Department; and

WHEREAS, the County of Los Angeles Workforce Development, Aging and Community Services has been awarded the funds for providing services for older adults under the Older Americans Act; and

WHEREAS, the City of Gardena wishes to submit a signed, executed Supportive Services Program agreement; and

WHEREAS, in order to certify the approval of City Council to enter into this transaction with the County of Los Angeles Workforce Development, Aging and Community Services for the purpose of providing seniors with vital in-home care assistance for Fiscal Year 2020/2021, it is necessary that this resolution be adopted.

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

SECTION 1. Designates the City Manager as authorized to sign the Supportive Services Program agreement, binding the City to the Subaward (and any amendments or addendums thereto), and approve and accept Subaward funds on behalf of the City.

SECTION 2. The Mayor, or presiding officer, is hereby authorized to affix her signature to this resolution signifying its adoption by the City Council of the City of Gardena and the City Clerk, or her duly appointed assistant, is directed to attest thereto.

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.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ■ Los Angeles, CA 90020

Tel: 213-738-2600 ■ Fax: 213-487-0379



wdacs.lacounty.gov

"Connecting communities and improving the lives of all generations"

Otto Solórzano
Acting Director

June 3, 2020

City of Gardena
Attention: Ms. Tasha Cerda
1670 West 162nd Street
Gardena, CA 90247

FISCAL YEAR 2020-21 BASELINE FUNDING ALLOCATION FOR SUPPORTIVE SERVICES PROGRAM SERVICES

Dear Ms. Cerda:

County of Los Angeles Workforce Development, Aging and Community Services (County) intends to amend City of Gardena's (Subrecipient's) Supportive Services Program (SSP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize Baseline Funding to provide defined and contracted SSP Services during Fiscal Year (FY) 2020-21.
- Subaward Number: SSP192003
- Amendment Number: Two
- Subaward Term: July 1, 2020 through June 30, 2021
- Baseline Funding Allocation: \$116,000
- Period Funds Available for Use (subject to execution of Amendment): July 1, 2020 through June 30, 2021
- Supervisorial District(s): 2
- Funding Source(s), Service Category(ies) and Unit Rate(s) are as follows:

Funding Source	Service Category	Unit Rate	Allocation Amount
Older Americans Act (OAA) Title III B	Case Management	\$35.00	\$116,000
	Homemaker	\$14.00	
	Personal Care	\$14.00	
	In-Home Respite	\$14.00	
	Alzheimer's Day Care		
	Registry		
Subaward Sum Year 2 (SSY2)			\$116,000

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

**SUPPORTIVE SERVICES PROGRAM (SSP)
SUBAWARD NUMBER SSP192003
SUBAWARD PERIOD JULY 2019 – JUNE 2021**

AMENDMENT TWO

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**
("County" or "WDACS")

County's Business Address

3175 West Sixth Street
Los Angeles, CA 90020

and

CITY OF GARDENA
("Contractor" or "Subrecipient")

Subrecipient's Business Address

1700 West 162nd Street
Gardena, Ca 90247

WHEREAS, reference is made to that certain document originally entitled "Supportive Services Program (SSP) Subaward Number SSP192003 Subaward Period July 2019 – June 2020" dated July 1, 2019, which is renamed as "Supportive Services Program (SSP) Subaward Number SSP192003 Subaward Period July 2019 – June 2021", and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing supportive services to Older Adults and adults with functional impairment(s) residing in Los Angeles County (excluding the City of Los Angeles); and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

WHEREAS, it is the intent of the parties to amend this Subaward for the following purposes: 1) extend the term of the Subaward for one (1) year commencing on July 1,

2020 through June 30, 2021; 2) allocate Older Americans Act (OAA) Title III B (Supportive Services and Senior Centers) baseline funding in the amount of **\$116,000**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted SSP Services to be provided by Subrecipient during Fiscal Year (FY) 2020-2021; and, 3) provide for the other changes set forth herein; and

WHEREAS, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence on **July 1, 2020 or upon execution by all parties**, whichever occurs later.
- II. The title of this Subaward shall be deleted in its entirety and replaced as follows:

Supportive Services Program (SSP) Subaward Number SSP192003 Subaward
Period July 2019 – June 2021
- III. Subparagraph 4.2.1 is added as follows:

4.2.1 The term of this Subaward shall be extended for one (1) year commencing on July 1, 2020 through June 30, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Subaward.
- IV. Subparagraph 5.1.4 is added as follows:

5.1.4 **Subaward Sum Year 2 Funding Source(s)**
 - 5.1.4.1 The Subaward Sum Year 2 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.
 - 5.1.4.2 OAA Title III B (Supportive Services and Senior Centers) original baseline funds available for use for Supervisorial District 2 for contracted SSP Services identified in the "Fiscal Year 2020-2021 Baseline Funding Allocation for Supportive Services Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **\$116,000**
- V. Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN)

5.10.4.1 July 1, 2019 – June 30, 2020: 1901CAOASS-01;
2001CAOASS-00

5.10.4.2 July 1, 2020 – June 30, 2021: 2001CAOASS-00

VI. Subparagraph 5.10.5 is deleted in its entirety and replaced as follows:

5.10.5 Federal Award Dates

5.10.5.1 July 1, 2019

5.10.5.2 July 1, 2020

VII. Subparagraph 5.10.6 is deleted in its entirety and replaced as follows:

5.10.6 Subaward Period of Performance Start and End Dates

5.10.6.1 July 1, 2019 – June 30, 2020

5.10.6.2 July 1, 2020 – June 30, 2021

VIII. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

5.10.7 Amount of Federal Funds Obligated by this Action

5.10.7.1 Original Subaward: \$54,872

5.10.7.2 Amendment One: \$6,450

5.10.7.3 Amendment Two: \$116,000

IX. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

5.10.8 Total Amount of Federal Funds Obligated to Subrecipient
(Subaward Sums)

5.10.8.1 Subaward Sum Year 1: \$61,322

5.10.8.2 Subaward Sum Year 2: \$116,000

X. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum):
\$177,322

XI. Subparagraph 5.11.1 is deleted in its entirety and replaced as follows:

5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).

XII. Subparagraph 5.11.3 is deleted in its entirety and replaced as follows:

5.11.3 Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.

XIII. Subparagraph 5.12.2 is deleted in its entirety and replaced as follows:

5.12.2 The required match contribution for this Subaward is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.

XIV. Subparagraph 8.18.1 is deleted in its entirety and replaced as follows:

8.18.1 County and Subrecipient hereby agree to regard facsimile representations of original signatures (including but not limited to electronic and/or digital signatures) of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via electronic communications media, as legally sufficient evidence that such original signatures have been affixed to these documents, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmissions of "original" versions of such documents.

XV. Subparagraph 8.25.3.1 is deleted in its entirety and replaced as follows:

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of

coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

XVI. Subparagraph 8.40.8 is deleted in its entirety and replaced as follows:

8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance shall also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall ensure delivery of all such documents to County's Contract Manager or designee.

XVII. Subparagraph 8.47.1 is deleted in its entirety and replaced as follows:

8.47.1 Notwithstanding any other provision of this Subaward, County shall not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

XVIII. Subparagraph 8.58 (Prohibition from Participation in Future Solicitation(s)) is added as follows:

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

8.58.1 Neither Subrecipient (that is, "Contractor"), subsidiary of nor Lower Tier Subrecipient (that is, "Subcontractor") to Contractor, shall participate, in any way, in the development of any future solicitations conducted by County that includes, or is based upon any Services rendered by Contractor under this Subaward (that is,

"Agreement"). As this prohibition applies to Subcontractors of Contractor, Contractor shall notify any Subcontractors providing Services under this Agreement of this prohibition before they commence Work. Any response to a solicitation submitted by Contractor, or by any subsidiary of or Subcontractor to Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

- XIX. Subparagraph 9.17.4.1 (Information Technology Systems – Management Information System) is deleted in its entirety and replaced as follows:

9.17.4.1 Data Entry

9.17.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data, and Client information. Subrecipient shall use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document, and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery, and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client, and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and shall ensure that Service recording is accurate each day (i.e., to ensure accurate reporting, Subrecipient shall enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

XX. Subparagraph 9.21.1.1 is deleted in its entirety and replaced as follows:

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient shall submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

XXI. Subparagraph 9.21.1.5 is deleted in its entirety and replaced as follows:

9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward)), Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.

XXII. Subparagraph 9.21.1.6 is deleted in its entirety and replaced as follows:

9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.

XXIII. Subparagraph 9.21.3.4 is deleted in its entirety and replaced as follows:

9.21.3.4 Subrecipient shall report Program Income in Budget exhibit(s) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of Program Income is restricted to the funding source or Service that was provided and contributed towards.

XXIV. Exhibit A (Statement of Work), Subsection 6.5.3 is added as follows:

6.5.3 Use of Personal Protective Equipment

6.5.3.1 Subrecipient shall provide its Staff with personal protective equipment, which includes but is not limited to, a fabric face covering, access to hand sanitizer or a hand washing station for use every thirty (30) minutes, etc.

XXV. Exhibit A (Statement of Work), Subsection 10.19 is added as follows:

10.19 Alternative Methods of Service Delivery During an Emergency

10.19.1 In the event of an emergency (as determined by Federal authorities, State authorities, and/or County), County, at its sole discretion, may institute alternative methods that Subrecipient shall follow to deliver Services under this Subaward.

XXVI. "Exhibit F (Subrecipient's Administration) FY 2020-2021" is added, is an addendum to "Exhibit F (Subrecipient's Administration)", and is incorporated herein by reference.

XXVII. Exhibit O (Charitable Contributions Certificate) FY 2020-2021" is added and is an addendum to "Exhibit O (Charitable Contributions Certificate)", and is incorporated herein by reference.

XXVIII. Exhibit R (Joint Funding Revenue Disclosure) FY 2020-2021" is added and is an addendum to "Exhibit R (Joint Funding Revenue Disclosure)", and is incorporated herein by reference.

XXIX. "Exhibit W (Budget) Amendment 2 {FY 2020-2021 Baseline Funding}" is added, is an addendum to "Exhibit W (Budget)", and is incorporated herein by reference.

XXX. "Exhibit X (Mandated Program Services) Amendment 2 {FY 2020-2021 Baseline Funding}" is added, is an addendum to "Exhibit X (Mandated Program Services)", and is incorporated herein by reference.

XXXI. Exhibit Y (List of Lower Tier Subawards) FY 2020-2021" is added and is an addendum to "Exhibit Y (List of Lower Tier Subawards)", and is incorporated herein by reference.

XXXII. The "Fiscal Year 2020-2021 Baseline Funding Allocation for Supportive Services Program Services" funding allocation letter is incorporated herein by reference.

All other terms and conditions of the Subaward shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Two** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of Gardena
Subrecipient's Legal Name

SSP192003
Subaward Number

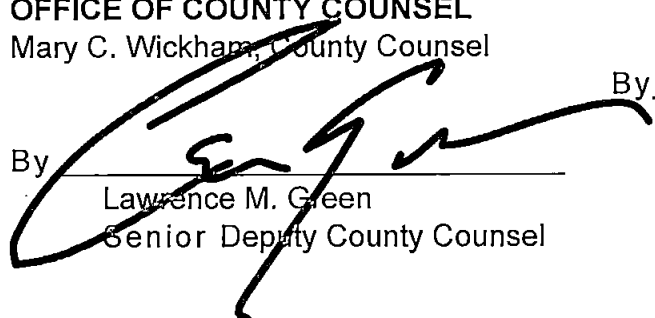
By Clint Osorio 6/9/20
Name of Authorized Representative Date

City Manager
Title


Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By 
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized Representative

Title

Signature



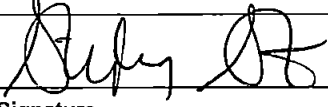
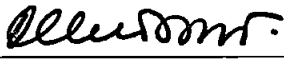
City of Gardena
City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8. F. (3)
Department: Recreation and
Human Services
Meeting Date: 6/23/2020
Resolution No. 6463

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6463, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2020/2021

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">• Adopt Resolution No. 6463	<u>Action Taken</u>
<u>STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council adopt Resolution No. 6463, designating the City Manager as authorized to sign the Elderly Nutrition Program agreement, No. ENP202105, binding the City to the Subaward, and approve and accept the Subaward funds on behalf of the City.</p> <p>The approval of the resolution is necessary to execute the agreement between the County of Los Angeles and the City of Gardena. The program includes serving congregate meals and home-delivered meals as well conducting telephone reassurance to the older adult population for Fiscal Year 2020-2021. The funding amount allocated to the City for Fiscal Year 2020-2021 is \$407,000.</p>	
<u>FINANCIAL IMPACT/COST:</u> <p>N/A</p>	
<u>ATTACHMENTS:</u> <ol style="list-style-type: none">1) Resolution No. 64632) Baseline Funding Allocation for the Elderly Nutrition Program Services Letter3) Elderly Nutrition Program Subaward No. ENP202105	
Submitted by <u></u> , Signature	Stephany Santin, Director of Recreation & Human Services
Concurred by <u></u> , c:	Clint Osorio, City Manager
Date <u>6/18/20</u>	

RESOLUTION NO. 6463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE ELDERLY NUTRITION PROGRAM ON BEHALF OF THE CITY FOR FISCAL YEAR 2020/2021.

WHEREAS, the City of Gardena has established a congregate and home-delivered meals program for seniors through its Recreation and Human Services Department; and

WHEREAS, the County of Los Angeles Workforce Development, Aging and Community Services has been awarded the funds for providing services for older adults under the Older Americans Act; and

WHEREAS, the City of Gardena wishes to submit a signed, executed Elderly Nutrition Program agreement; and

WHEREAS, in order to certify the approval of City Council to enter into this transaction with the County of Los Angeles Workforce Development, Aging and Community Services for the purpose of providing seniors with nutritious meals for Fiscal Year 2020/2021, it is necessary that this resolution be adopted.

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

SECTION 1. Designates the City Manager as authorized to sign the Elderly Nutrition Program agreement, binding the City to the Subaward (and any amendments or addendums thereto), and approve and accept Subaward funds on behalf of the City.

SECTION 2. The Mayor, or presiding officer, is hereby authorized to affix her signature to this resolution signifying its adoption by the City Council of the City of Gardena and the City Clerk, or her duly appointed assistant, is directed to attest thereto.

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.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

~~CARMEN VASQUEZ~~, City Attorney



lacounty.gov

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING
AND COMMUNITY SERVICES**

3175 West Sixth Street ■ Los Angeles, CA 90020

Tel: 213-738-2600 ■ Fax: 213-487-0379



wdacs.lacounty.gov

Otto Solórzano
Acting Director

"Connecting communities and improving the lives of all generations"

June 10, 2020

City of Gardena
Attention: Ms. Tasha Cerda
1670 West 162nd Street
Gardena, CA 90247

**FISCAL YEAR 2020-21 BASELINE FUNDING ALLOCATION FOR
ELDERLY NUTRITION PROGRAM SERVICES**

Dear Ms. Cerda:

The Board of Supervisors has approved County of Los Angeles Workforce Development, Aging and Community Services (County) to enter into an Elderly Nutrition Program (ENP) Subaward with City of Gardena (Subrecipient). The Subaward information is outlined below:

- Purpose: Subrecipient shall utilize Baseline Funding to provide defined and contracted ENP Title III C-1, Title III C-2 and Title III B Services during Fiscal Year (FY) 2020-21.
- Subaward Number: ENP202105
- Amendment Number: N/A
- Subaward Term: July 1, 2020 through June 30, 2021
- Baseline Funding Allocation: \$407,000
- Period Funds Available for Use (subject to execution of Subaward): July 1, 2020 through June 30, 2021
- Supervisorial District: 2
- Funding Source(s), Service Category(ies) and Unit Rate(s) are as follows:

Funding Source	Service Category	Unit Rate (COVID-19)	NSIP Rate	Total Unit Rate	Allocation Amount
Older Americans Act (OAA) Title III C-1	American Meals	\$6.24	\$0.71	\$6.95	\$216,000
	Ethnic Meals				
OAA Title III C-2	Hot Meals	\$7.44	\$0.71	\$8.15	\$190,000
	Frozen Meals	\$5.50	\$0.71	\$6.21	
	Emergency Meals	\$7.44	\$0.71	\$8.15	
OAA Title III B	Telephone Reassurance	\$0.68		\$0.68	\$1,000
Subaward Sum Year 1 (SSY1)					\$407,000

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323) 336-5426 or ipanosian@wdacs.lacounty.gov.

Thank you.

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division



SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

**WORKFORCE DEVELOPMENT, AGING AND COMMUNITY
SERVICES**

AND

CITY OF GARDENA

FOR

ELDERLY NUTRITION PROGRAM (ENP)

SUBAWARD NUMBER ENP202105

SUBAWARD PERIOD JULY 2020 - JUNE 2021

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RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this **1st day of July 2020** by and between the parties identified below:

**County of Los Angeles through its Department of
Workforce Development, Aging and Community Services**
("County")

County's Business Address:
**3175 West Sixth Street
Los Angeles, CA 90020**

and

City of Gardena
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
**1700 West 162nd Street
Gardena, CA 90247**

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County and Subrecipient agree to engage contractually whereby Subrecipient shall provide ENP Services as specified in Exhibit A (Statement of Work) and elsewhere herein in exchange for County's reimbursement to Subrecipient for those Services; and

WHEREAS, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such ENP Services within County's jurisdictional boundaries for Supervisorial District 2 throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of ENP in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and

WHEREAS, on **June 9, 2020**, the Los Angeles County Board of Supervisors authorized the Acting

Director of County of Los Angeles Workforce Development, Aging and Community Services ("County's Department Head") or his/her designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties County and Subrecipient hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, U, V, W1, W2, W3, X1, X2, X3, Y, AA, BB, CC, and DD are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Intentionally Omitted

1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: <http://wdacs.lacounty.gov/programs/program-directives/>.

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

1.6.1 Exhibit A (Statement of Work)

1.6.2 Exhibit D (Subrecipient's Equal Employment Opportunity Certification)

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Subrecipient's Administration)

1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Jury Service Ordinance)

- 1.6.7 Exhibit I (Safely Surrendered Baby Law)
- 1.6.8 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- 1.6.9 Exhibit O (Charitable Contributions Certification)
- 1.6.10 Exhibit P (Definitions)
- 1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.12 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.13 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)
- 1.6.14 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.6.15 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)
- 1.6.16 Exhibit W1 (Budget)
- 1.6.17 Exhibit W2 (Budget)
- 1.6.18 Exhibit W3 (Budget)
- 1.6.19 Exhibit X1 (Mandated Program Services)
- 1.6.20 Exhibit X2 (Mandated Program Services)
- 1.6.21 Exhibit X3 (Mandated Program Services)
- 1.6.22 Exhibit Y (List of Lower Tier Subawards)
- 1.6.23 Exhibit AA (Subrecipient's Compliance with Encryption Requirements)
- 1.6.24 Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit)
- 1.6.25 Exhibit CC (FEMA Provisions)
- 1.6.26 Exhibit DD (California Civil Rights Laws Certification)
- 1.7 In addition to the terms and conditions listed herein, Subrecipient shall comply with the State's terms and conditions and shall obtain the most current version of the CDA contract and any amendments thereto which are available online as follows: <https://wdacs.lacounty.gov/doing-business-with-wdacs/>.
- 1.8 All forms of written communications (including but not limited to letters (i.e.,

allocation letters, etc.), notices, directives, e-mails, etc.) provided to Subrecipient pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Subaward. Subrecipient shall comply with all directions and instructions issued by County through these forms of communication.

2.0 DEFINITIONS AND HEADINGS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.
- 2.2 In order to comply with the requirements of Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., throughout the entirety of this Subaward, specific terms are used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of Gardena for Elderly Nutrition Program (ENP) Services Subaward Number ENP202105 Subaward Period July 1, 2020 - June 30, 2021" ("Subaward"), the party to this agreement who is identified as **City of Gardena** ("Subrecipient"), a third-party agreement ("Lower Tier Subaward") and a third-party ("Lower Tier Subrecipient"). In order to comply with County of Los Angeles statutes and Board mandates, in some instances, other similar terms are also used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Workforce Development, Aging and Community Services and City of Gardena for Elderly Nutrition Program (ENP) Services Subaward Number ENP202105 Subaward Period July 1, 2020 - June 30, 2021" ("Contract"), the party to this agreement who is identified as **City of Gardena** ("Contractor"), a third-party agreement ("Subcontract") and/or a third-party ("Subcontractor"). In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward and Lower Tier Subrecipient are used then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

3.0 WORK

- 3.1 Pursuant to the provisions of this Subaward, Subrecipient shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same shall be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient shall have no claim whatsoever against County.
- 3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.

- 3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during each Fiscal Year (hereafter "Fiscal Year" or "Program Year"). Subrecipient shall provide Services and expend the Subaward Sum allocated for any Fiscal Year under this Subaward as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart); Budget exhibit(s); and, Mandated Program Services exhibit(s).
- 3.6 At County's request, Subrecipient shall complete a new Budget exhibit(s) and Mandated Program Services exhibit(s) and submit them to County prior to the beginning of the Fiscal Year or as directed by County. Such documents shall be completed in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines.
- 3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart).
- 3.8 The Subaward Sum allocated for any Fiscal Year under this Subaward and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Subaward Sum allocated during the Fiscal Year as provided in Paragraph 5.0 (Subaward Sum).
- 3.9 Subrecipient agrees that the performance of Work and Services pursuant to the requirements of this Subaward shall conform to accepted professional standards.

4.0 TERM OF SUBAWARD

- 4.1 The term of this Subaward shall be one (1) year commencing on July 1, 2020, upon execution by the parties, and shall continue through June 30, 2021, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).
- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods for a maximum total Contract term of four (4) years. Each such option and extension shall be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.
- 4.4 Subrecipient shall notify County when this Subaward is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

5.0

SUBAWARD SUM

5.1 TOTAL SUBAWARD SUM

5.1.1 Cost Reimbursement Subaward

5.1.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year or Program Year identified in each such document. This unit rate(s) shall remain firm and fixed throughout the entire term of such Fiscal Year or Program Year under this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc.

5.1.1.2 County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

5.1.1.3 Subrecipient shall track Subaward Sums and contributions. Subrecipient shall provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

5.1.2 Funding Allocations

5.1.2.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward. The funding allocation for the initial term of this Subaward is **\$407,000** ("Subaward Sum Year 1") and the year-to-date funding allocation is **\$407,000** ("Maximum Subaward Sum"). Any additional funding that is allocated under this Subaward will increase the Maximum Subaward Sum.

5.1.2.2 In the event that County exercises its renewal options under this Subaward, the projected funding will be allocated to Subrecipient annually for each Fiscal Year that this Subaward is renewed as follows: **\$407,000** ("Subaward Sum Year 2"); **\$407,000** ("Subaward Sum Year 3"); and, **\$407,000** ("Subaward Sum Year 4"). If County exercises all

renewal options under this Subaward, the Maximum Subaward Sum is projected to be **\$1,628,000**.

- 5.1.2.3 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sum. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State, and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.1.3 Subaward Sum Year 1 Funding Source(s)

- 5.1.3.1 The Subaward Sum Year 1 for this Subaward is comprised of monies which are identified by the funding source(s)—or—governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

- 5.1.3.2 Older Americans Act Title III B (Supportive Services and Senior Centers) original baseline funds available for use for Supervisorial District 2 for contracted ENP Title III B Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **\$1,000**

- 5.1.3.3 Older Americans Act Title III C-1 (Nutrition Services) original baseline funds available for use for Supervisorial District 2 for contracted ENP Title III C-1 Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **\$216,000**

- 5.1.3.4 Older Americans Act Title III C-2 (Nutrition Services) original baseline funds available for use for Supervisorial District 2 for contracted ENP Title III C-2 Services identified in the "Fiscal Year 2020-21 Original Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter for the term of July 1, 2020 through June 30, 2021: **\$190,000**

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

- 5.2.1 Subrecipient shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism,

with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

5.3 NOTIFICATION OF 75% OF SUBAWARD SUM

5.3.1 Subrecipient shall maintain a system of record keeping that will allow Subrecipient to determine when it has incurred seventy-five percent (75%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. Upon occurrence of this event, Subrecipient shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD

5.4.1 Subrecipient shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Subrecipient after the expiration or other termination of this Subaward. Should Subrecipient receive any such payment, Subrecipient shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Subaward shall not constitute a waiver of County's right to recover such payment from Subrecipient. This provision shall survive the expiration or other termination of this Subaward.

5.5 INVOICES AND PAYMENTS

5.5.1 Subrecipient shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Mandated Program Services exhibit(s) and elsewhere hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of the Subaward Sum allocated for any Fiscal Year under this Subaward). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, and Subrecipient shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Subrecipient for that Work.

5.5.2 Subrecipient's invoices shall be priced in accordance with the information provided in Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein.

5.5.3 Subrecipient's invoices shall contain the information set forth in Exhibit A (Statement of Work), Budget exhibit(s) and Mandated Program Services exhibit(s) for the Fiscal Year (or Program Year) identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.5.4 **Submission of Invoices**

- 5.5.4.1 Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient shall provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management System (CMS) - Contractor's Gateway or via other ITS identified by County. Subrecipient shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Subrecipient shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.
- 5.5.4.2 Subrecipient shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.
- 5.5.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient shall prepare an invoice as directed by County so that the invoice reflects zero dollars (\$0) expenditures. Subrecipient shall submit the invoice according to the procedures outlined herein and as further directed by County.

5.5.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.5.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds the Subaward Sum allocated for any Fiscal Year under this Subaward. Subrecipient shall return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.5.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.5.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.5.4.5 Subrecipient shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Subrecipient shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

5.5.5 County Approval of Invoices

5.5.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

Approval for payment will not be unreasonably withheld.

- 5.5.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs. Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.5.6 Payments to Subrecipient

- 5.5.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.1.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.
- 5.5.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.5.6, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.
- 5.5.6.3 All payments for Services provided under the terms of this Subaward shall be made to Subrecipient

using Subrecipient's legal name and tax payer identification number. Subrecipient shall not request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.5.6.4 Past Due Invoice

5.5.6.4.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.5.6.5 Method of Compensation Adjustment

5.5.6.5.1 During any Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the monthly method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that the Subaward Sum will be completely depleted before the end of a Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.5.6.5.2 In no event shall County's decision to alter the method of compensation affect the Term, the Subaward Sum allocated for any Fiscal Year under this Subaward, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this

Subaward noting any such change(s).

5.5.7 Subaward-Related Documents

5.5.7.1 Subrecipient shall complete all Subaward-related documents in accordance with the requirements noted on each such document, as directed by County, and pursuant to Program guidelines. Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.22 (Subaward Document Deliverables), Subparagraph 9.23 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment 8 (Site Summary); Exhibit A (Statement of Work), Attachment 10 (Route Summary); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Budget exhibit(s); Mandated Program Services exhibit(s); Exhibit Y (List of Lower Tier Subawards); Exhibit AA (Subrecipient's Compliance with Encryption Requirements); Exhibit CC (FEMA Provisions) (applicable only when Subaward Sums include FEMA Funds); and, Exhibit DD (California Civil Rights Laws Certification).

5.5.8 Local Small Business Enterprise (Local SBE) - Prompt Payment Program

5.5.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

5.6 UNIT RATE ADJUSTMENTS

5.6.1 In the event that County exercises its renewal option(s), Subrecipient may request a unit rate increase for the following Fiscal Year, where such increase(s) shall only be based on the occurrence of any of the following and shall include the information noted herein:

- 5.6.1.1 Increase in food costs (e.g., Caterer's costs, raw food costs, etc.): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total cost of food; number of units; food cost per unit, and, any other relevant information that will facilitate County's review.
- 5.6.1.2 Increase in fuel costs (Home-Delivered Meal Services only): the amount (dollars/cents) of the increase and its impact on the unit rate(s); increase in the total fuel cost, number of miles; increased cost per mile; and, any other relevant information that will facilitate County's review.
- 5.6.1.3 Increase in wages (e.g., minimum wage): the amount (dollars/cents) of the increase and its impact on the unit rate(s); the number of staff affected by minimum wage increase(s); hourly rate increase(s); number of hours; and, any other relevant information that will facilitate County's review.
- 5.6.2 Subrecipient's request shall be provided in writing and shall include a detailed justification for the increase based on meeting one or more of the conditions noted in Subparagraph 5.6.1. Subrecipient shall be able to provide supporting documentation to substantiate any request for a unit rate increase. The written request shall be submitted to County's Contract Manager no later than April 1 of the of the Fiscal Year preceding the Fiscal Year in which the unit rate(s) adjustment is expected to take effect.
- 5.6.3 County has the sole discretion to approve or reject Subrecipient's request.
 - 5.6.3.1 All such requests shall not cause or authorize exceeding the maximum annual Subaward Sum or the Maximum Subaward Sum.
- 5.6.4 County may negotiate with Subrecipient to decrease its unit rate(s) for the following Fiscal Year in which the unit rate(s) decrease is expected to take effect when County determines that Subrecipient's unit rate(s) exceeds the actual costs to provide Program Services. In the event that the unit rate(s) is increased or decreased for any Fiscal Year after the first Fiscal Year, County shall provide Subrecipient written confirmation of the final unit rate(s); otherwise the unit rate(s) will remain the same as that which is reflected for the first Fiscal Year of this Subaward.

5.7 LIMITATIONS ON USE OF SUBAWARD SUMS

- 5.7.1 Subaward Sums may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.
- 5.7.2 Expenditures made by Subrecipient in the operation of this Subaward shall be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. Subrecipient shall comply

with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Subrecipient shall be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq., which are available via the Internet at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75> and http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Subrecipient shall also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.7.3 Limitations on Subaward Sums

5.7.3.1 Subrecipient shall not be paid for any Subaward expenditures that exceed the Subaward Sum allocated for any Fiscal Year under this Subaward. County has no obligation, whatsoever, to pay for any expenditures that exceed this Subaward Sum. Any expenditures that exceed such Subaward Sum shall become the sole fiscal responsibility of Subrecipient.

5.7.3.2 Subrecipient shall only expend the Subaward Sum during the Fiscal Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Subaward Sum appropriated for the Fiscal Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year.

5.7.4 Prohibitions on Subaward Sums

5.7.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.7.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar

assistance in connection with an election or any voter registration activity.

5.7.4.3 Subaward Sums may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.7.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.7.4.5 Pre-award costs are not an allowable use for Subaward Sums.

5.7.4.6 Subrecipient and its Lower Tier Subrecipient(s) shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5.8 OTHER SUBAWARDS

5.8.1 Subrecipient shall immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts shall be kept on file at Subrecipient's offices and shall be provided to County upon request. Subrecipient shall also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

5.9 JOINT FUNDING REVENUES

5.9.1 Funds made available under this Subaward shall supplement and not supplant any other Federal, State or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

5.10 FEDERAL AWARD INFORMATION

5.10.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums is (are) identified by several key pieces of information including,

but no limited to, the following: Federal Award Identification Number (FAIN), Catalog of Federal Domestic Assistance (CFDA) Program Number(s) (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the information identified in this Subparagraph 5.10 to the independent auditor. The information outlined herein is only provided for the Federal portion(s) of the Subaward Sums. In the event that the information is not listed herein for all of the monies included in the Subaward Sums then the excluded amounts are not Federal monies and therefore the information is not applicable to them.

- 5.10.2 Subrecipient Name: City of Gardena
- 5.10.3 Subrecipient's DUNS Number: 066635913
- 5.10.4 Federal Award Identification Number (FAIN): 2001CAOASS-00; 2001CAOACM-00; 2001CAOAH-00
- 5.10.5 Federal Award Date: July 1, 2020
- 5.10.6 Subaward Period of Performance Start and End Date: July 1, 2020 - June 30, 2021
- 5.10.7 Amount of Federal Funds Obligated by this Action: \$407,000
- 5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum Year 1): \$407,000
- 5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$407,000
- 5.10.10 Federal Award Project Description: Federal Title III B (3BSL); Federal Title III C1 (3C1L); NSIP C1 (NC1L); Federal Title III C2 (3C2L); and, NSIP C2 (NC2L).
- 5.10.11 Name of Federal Award Agency, Pass-Through Entity(ies), and Contact Information for Awarding Official: United States Department of Health and Human Services, Administration for Community Living; California Department of Aging; and, County. Refer to Exhibit E (County's Administration) for County contact information
- 5.10.12 CFDA Number and Name: 93.044 - Special Programs for the Aging Title III Part B (Grants for Supportive Services and Senior Centers); 93.045 - Special Programs for the Aging Title III Part C (Nutrition Services); 93.053 - Nutrition Services Incentive Program.
- 5.10.13 Identification of whether the award is research and development (R&D): Award is not R&D.
- 5.10.14 Indirect Cost Rate for Federal Award: Not to exceed 10% unless there is an accepted negotiated rate accepted by all Federal awarding agencies.

5.11 SUBRECIPIENT INDIRECT COSTS

- 5.11.1 The maximum amount of indirect costs that is reimbursable under this Subaward is ten percent (10%) of Subrecipient's modified total direct costs for Title III C-1 Program Services and ten percent (10%) of Subrecipient's modified total direct costs for Title III C-2 Program Services (direct costs including Subaward Sums and other cash contributions but excluding any in-kind contributions and nonexpendable equipment).
- 5.11.2 Subrecipient shall ensure that it has an approved indirect cost rate accepted by all Federal awarding agencies or an allocation plan approved by County, which documents the methodology used to determine the indirect costs, prior to reporting any indirect costs on Budget exhibit(s) and/or requesting reimbursement for such costs. Subrecipient shall maintain documentation of its approved indirect cost rate/allocation plan in accordance with the requirements noted under Subparagraph 8.38 (Record Retention, Inspection and Audit/Settlement).
- 5.11.3 Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as match in-kind for purposes of meeting matching requirements. Subrecipient must receive an approved indirect cost rate accepted by all Federal awarding agencies prior to budgeting the excess indirect costs as match in-kind.
- 5.11.4 For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two (2) broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable) [Title 2 Code of Federal Regulations Part 200.414(a)] [Title 45 Code of Federal Regulations Part 75.414(a)].
- 5.11.5 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards) which is available on-line at <https://wdacs.lacounty.gov/doing-business-with-wdacs/program-directives/>.

5.12 MATCH CONTRIBUTION

- 5.12.1 Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution shall be reflected in Budget exhibit(s). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution and/or an in-kind match contribution. This match is calculated as a percentage of the Subaward Sum allocated for any Fiscal Year under this Subaward as reflected in Paragraph 5.0 (Subaward Sum).

- 5.12.2 The required match contribution for OAA Title III C-1 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.3 The required match contribution for OAA Title III C-2 is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.
- 5.12.4 The required match contribution for OAA Title III B is twelve percent (12%) of the Subaward Sum allocated for any Fiscal Year under this Subaward. County may in its sole discretion adjust this percentage as necessary.

5.12.5 **Forms of Match Contributions**

5.12.5.1 **Match Cash Contribution**

5.12.5.1.1 A match cash contribution is a monetary donation which is provided by Subrecipient (such as general funds), non-Federal third-parties (such as partner organizations) and/or non-Federal grants and is given to Subrecipient to accomplish the goals of the Program Services.

5.12.5.2 **Match In-Kind Contribution**

5.12.5.2.1 A match in-kind contribution is a non-monetary donation of goods, properties or services which are provided by either Subrecipient or non-Federal entities without charge to the Program Services for which they are donated; it is the value of non-cash contributions donated to support Program Services. In-kind contributions typically take the form of the value of personnel, goods and/or services which may include donations of volunteer services, space, equipment, etc. and this value is determined by using the fair market value method. Using sales of comparable property or the cost of comparable services is a method which can be used to determine the fair market value of an in-kind match contribution.

5.12.5.3 **Determination of In-Kind Volunteer Services**

5.12.5.3.1 Volunteer services may be used to meet the match contribution requirement and shall be reported as match in-kind. However, when using volunteer services to meet the match contribution requirement, this in-kind match shall not exceed more than fifty percent (50%) of the required match

contribution.

- 5.12.5.3.2 The monthly salary equivalent for volunteer services should be commensurate with the work/services being provided by volunteer. As such, the salary equivalent for volunteer services shall be determined by using the regular salaries paid for similar work in other activities of Subrecipient's organization. In cases where the kinds of skills involved are not found in other activities of the organization then the salary equivalent shall be determined by using the salaries paid for similar work in the labor market in which Subrecipient competes for such skills.

5.13 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.13.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ Subaward (that is, "Contract") with County shall be Electronic Funds Transfer ("EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller ("A-C").
- 5.13.2 Subrecipient (that is, "Contractor") shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.13.4 At any time during the duration of the agreement/Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with County, shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF SUBAWARD - COUNTY

6.1 COUNTY ADMINISTRATION

- 6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's Administration). County will notify Subrecipient in writing of any change in the names or addresses shown. Said changes do not require an amendment to this Subaward.

6.2 COUNTY'S CONTRACT MANAGER

6.2.1 The role of County's Contract Manager or his/her designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).

6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

6.3 COUNTY'S PROGRAM MANAGER

6.3.1 The role of County's Program Manager or his/her designee may include:

6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.

6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

6.4 COUNTY'S COMPLIANCE MANAGER

6.4.1 The role of County's Compliance Manager or his/her designee may include:

6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.

6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

- 6.4.1.3 Ensuring that the objectives of this Subaward are met.

6.5 COUNTY'S BUSINESS HOURS

- 6.5.1 County's business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding County recognized holidays).
- 6.5.2 County recognizes specific holidays during which time its offices shall be closed for business. A listing of these holidays are provided in Exhibit A (Statement of Work), Attachment 2 (County Recognized Holidays).

7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

7.1 SUBRECIPIENT ADMINISTRATION

- 7.1.1 A listing of all of Subrecipient's administration referenced in the following Subparagraphs is provided in Exhibit F (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any change in the names or addresses shown. Said changes do not require an amendment to this Subaward.

7.2 SUBRECIPIENT'S PROJECT MANAGER

- 7.2.1 Subrecipient's Project Manager is designated in Exhibit F (Subrecipient's Administration). Subrecipient shall notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.
- 7.2.2 Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Subaward and shall meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.
- 7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

7.3 APPROVAL OF SUBRECIPIENT'S STAFF

- 7.3.1 County has the absolute right to approve or disapprove all of Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient shall provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

- 7.4.1 Subrecipient shall provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge shall be developed in accordance with County's specifications. Subrecipient shall obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.

- 7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.
- 7.4.3 Subrecipient shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.
- 7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Subaward.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 Each of Subrecipient's or Lower Tier Subrecipient's, as applicable, staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation shall be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:
- 7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

- 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.1.6 Positions that require access to Client's home/residence (e.g., home-delivered meals drivers, etc.).
- 7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient shall comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient shall inform its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.5.6 Subrecipient shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime

involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

- 7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

7.6 CONFIDENTIALITY

- 7.6.1 Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)), as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 7.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Subrecipient shall inform all of its officers, employees, agents and Lower Tier Subrecipients providing Services hereunder of the confidentiality provisions of this Subaward.

- 7.6.4 Subrecipient shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement).

- 7.6.5 **Unauthorized Disclosure**

- 7.6.5.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal, identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
- 7.6.5.2 Subrecipient and its Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.
- 7.6.5.3 Subrecipient and its Lower Tier Subrecipient shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Personal Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.
- 7.6.5.4 Subrecipient and its Lower Tier Subrecipient shall not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient shall forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.
- 7.6.5.5 Subrecipient and its Lower Tier Subrecipient may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Subrecipient accept such blanket authorization from Client.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time shall not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward shall be prepared by County and executed by Authorized Representative and by County's Department Head or his/her designee.

8.1.4 The following events shall also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and shall immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which shall all have the same effect as an Amendment. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice shall be provided to Subrecipient at least ten (10) days prior to its effective date and

Subrecipient shall adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.

8.2.1 Subrecipient (that is, "Contractor") shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

8.2.2 Contractor shall not assign its rights, delegate its duties under this Subaward (that is, "Contract"), or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may sell, transfer, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Lower Tier Subaward (that is, "Subcontract"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has

actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Authorized Representative").

8.3.2 Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Authorized Representative, and this authority must also be evidenced in writing by Authorized Representative. Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

8.3.3 **Board of Directors' Resolution**

8.3.3.1 Subrecipient shall submit its Board of Directors' resolution, which provides written evidence to support the delegated authority that Subrecipient's organization has vested in Authorized Representative, who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 8.3.3.

8.3.3.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient shall submit to County a copy of its resolution, order, or motion which has been approved by its Governing Body (e.g., City Council) and signed by the presiding chairperson/president of the Governing Body. If Subrecipient is a private non-profit entity, Subrecipient shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) and signed by the presiding chairperson/president to County.

8.3.3.3 Subrecipient's resolution, order, motion, or other authorization shall contain the following elements: reference to this Subaward by name and number; authorize execution of this Subaward; identify Authorized Representative and any designee who will execute the original Subaward and any subsequent amendments to this Subaward (Authorized Representative and any designee shall be specified in Exhibit F (Subrecipient's Administration)); and, approve and accept Subaward Sums. In the event that there is a change in Authorized Representative, Subrecipient shall provide County a revised resolution, order, motion, or other authorization which reflects the

new Authorized Representative within five (5) days of being approved by the Governing Body.

8.4 BUDGET REDUCTIONS

- 8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Subaward correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Subaward (including any extensions), and the Services to be provided by Subrecipient under this Subaward shall also be reduced correspondingly. County's notice to Subrecipient regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Subrecipient shall continue to provide all of the Services set forth in this Subaward.

8.5 COMPLAINTS

- 8.5.1 Subrecipient shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient shall provide County's Program Manager with Subrecipient's policy for receiving, investigating and responding to Client complaints.
- 8.5.2 County will review Subrecipient's policy and provide Subrecipient with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Subrecipient's policy, Subrecipient shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.
- 8.5.5 Subrecipient shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to County's Program Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

- 8.5.9 Subrecipient shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.
- 8.5.10 At a minimum, Subrecipient shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.
- 8.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.; State's energy efficiency regulations (Title 24 California Code of Regulations); and, Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712). In addition to these standards and policies, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or

more, Subrecipient shall also adhere to the following policies: Clean Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.); Environmental Protection Agency Regulations (Title 40 Code of Federal Regulations Part 29 and Executive Order 11738); State Contract Act (California Public Contract Code Section 10295 et seq.); and, Unruh Civil Rights Act (California Public Contract Code Section 2010). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and, Subrecipient shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (as amended) [Title 42 United States Code Sections 2000e (1) - 2000e (17), Title 42 United States Code Section 2000d and Title 45 Code of Federal Regulations Part 80] and the Americans with Disabilities Act (ADA) of 1990, to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Subrecipient shall comply with Exhibit D (Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is one hundred thousand dollars (\$100,000) or more, Subrecipient shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners

of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph 8.7.2, "subaward" includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of one hundred thousand dollars (\$100,000) or more for the Fiscal Year or Program Year (where the subaward or contract funds originate from the State).

- 8.7.3 Subrecipient shall ensure compliance with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (California Civil Rights Laws Certification) as directed by County and as a condition of executing this Subaward. The California Civil Rights Laws Certification ensures Subrecipient's compliance with the Unruh Civil Rights Act (California Civil Code Section 51) and the Fair Employment and Housing Act (California Government Code Section 12960); and further ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

- 8.8.1.1 This Subaward (that is, "Contract") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless Subrecipient (that is, "Contractor") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee"

means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Lower Tier Subrecipient (that is, "Subcontractor") to perform Services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such Lower-Tier Subaward (that is, "Subcontract") agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing

evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

- 8.9.2 Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Subaward.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST

- 8.10.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract") to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS

- 8.11.1 Should Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

- 8.12.1.1 A responsible Subrecipient (that is, "Contractor") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Subaward (that is, "Contract"). It is County's policy to conduct business only with responsible contractors.

8.12.2 Los Angeles County Code Chapter 2.202

8.12.2.1 Subrecipient (that is, "Contractor") is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this Subaward (that is, "Contract") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 Non-responsible Contractor

8.12.3.1 County may debar Subrecipient (that is, "Contractor") if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that Subrecipient (that is, "Contractor") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

- 8.12.5.1 These terms shall also apply to Lower Tier Subrecipients (that is, "Subcontractors") of County

contractors.

- 8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager-in-writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

- 8.13.1 Subrecipient (that is, "Contractor") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its Lower Tier Subrecipients (that is, "Subcontractors"), if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 Subrecipient (that is, "Contractor") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County of Los Angeles and its taxpayers.
- 8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (Title 42 United States Code Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 County or its agent will monitor Subrecipient's (that is, "Contractor's") performance under this Subaward (that is, "Contract") on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Subrecipient shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs shall be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Subrecipient by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Subrecipient shall indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this

Subaward.

8.18 FACSIMILE REPRESENTATIONS

8.18.1 County and Subrecipient hereby agree to regard facsimile representations of original signatures (including but not limited to electronic and/or digital signatures) of authorized officers of each party, when appearing in appropriate places on the Subaward and any Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via electronic communications media, as legally sufficient evidence that such original signatures have been affixed to these documents, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmissions of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

8.19.1 Subrecipient shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient shall not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

8.21.1 This Subaward shall be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.

8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.

8.22.4 Subrecipient shall adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 Subrecipient shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Subaward, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Subrecipient's indemnification of County, and in the performance of this Subaward and until all of its obligations pursuant to this Subaward have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Subaward. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from

any other contractual obligation imposed upon Subrecipient pursuant to this Subaward. County in no way warrants that the Required Insurance is sufficient to protect Subrecipient for liabilities which may arise from or relate to this Subaward.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Subrecipient's General Liability policy, shall be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Subaward.

8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Subrecipient's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Subrecipient and/or Lower Tier Subrecipient insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Subaward by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Subrecipient identified as the contracting party in this Subaward. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Subrecipient, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Workforce Development, Aging and Community
Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.24.2.6 Subrecipient also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also shall promptly notify County's Program Manager of any third-party claim or suit filed against Subrecipient or any of its Lower Tier Subrecipients which arises from or relates to this Subaward, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Subrecipient's acts or omissions, whether such liability is attributable to Subrecipient or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Change(s) in Insurance

8.24.4.1 Subrecipient shall provide County with, or Subrecipient's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Subaward, in the sole discretion of County, upon which County may suspend or terminate this Subaward.

8.24.5 Failure to Maintain Insurance

8.24.5.1 Subrecipient's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Subaward, upon which County immediately may

withhold payments due to Subrecipient, and/or suspend or terminate this Subaward. County, at its sole discretion, may obtain damages from Subrecipient resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Subrecipient, deduct the premium cost from sums due to Subrecipient or pursue Subrecipient reimbursement.

8.24.6 Insurer Financial Ratings

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Subrecipient's Insurance Shall Be Primary

8.24.7.1 Subrecipient's insurance policies, with respect to any claims related to this Subaward, shall be primary with respect to all other sources of coverage available to Subrecipient. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Subrecipient coverage.

8.24.8 Waivers of Subrogation

8.24.8.1 To the fullest extent permitted by law, Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Subaward. Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Lower Tier Subrecipient Insurance Coverage Requirements

8.24.9.1 Subrecipient shall include all Lower Tier Subrecipients as insureds under Subrecipient's own policies, or shall provide County with each Lower Tier Subrecipient's separate evidence of insurance coverage. Subrecipient shall be responsible for verifying that each Lower Tier Subrecipient complies with the Required Insurance provisions herein, and shall require that each Lower Tier Subrecipient name County and Subrecipient as additional insureds on the Lower Tier Subrecipient's General Liability policy. Subrecipient shall obtain County's prior review and approval of any Lower Tier Subrecipient request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

8.24.10.1 Subrecipient's policies shall not obligate County to pay any portion of any Subrecipient deductible or SIR. County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Subrecipient's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Subaward. Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Subaward expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

8.24.12.1 Subrecipient may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

8.24.14.1 County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations	\$2 million
Aggregate:	
Personal and Advertising Injury:	\$1 million

Each Occurrence:

\$1 million

8.25.2 Automobile Liability

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Subrecipient's use of autos pursuant to this Subaward, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Subrecipient will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Subrecipient's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 Intentionally Omitted

8.25.5 Intentionally Omitted

8.25.6 Property Coverage

8.25.6.1 Subrecipient who is given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents shall be named as an Additional Insured and Loss Payee on Subrecipient's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.7 Sexual Misconduct Liability

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment,

investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 Privacy and Network Security Coverage

8.25.8.1 Insurance coverage providing protection against liability for privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems with limits of not less than one point five million dollars (\$1,500,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.9 Intentionally Omitted

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Head or his/her designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 Remedies for Non-Performance of Subaward

8.26.3.1 County may deduct from Subrecipient's payment, pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction

shall be one hundred dollars (\$100) or as specified in Exhibit A (Statement of Work), Attachment 1 (Performance Requirements Summary Chart). Subrecipient shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Subrecipient.

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.

8.26.4 The action noted in Subparagraph 8.26.3 shall not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or assessing actual costs of the damage.

8.27 MOST FAVORED PUBLIC ENTITY

8.27.1 If Subrecipient's prices decline, or should Subrecipient at any time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices shall be immediately extended to County.

8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Subrecipient (that is, "Contractor") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Subrecipient's Equal Employment Opportunity Certification).

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital

status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with its Lower Tier Subrecipients (that is, "Subcontractors"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward (that is, "Contract") or under any project, program or activity supported by this Contract.

8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Subrecipient. This Subaward shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

8.30 NOTICE OF DELAYS

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this

Subaward, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

8.31.1 Subrecipient shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

8.32.1 Subrecipient shall notify its employees, and shall require each Lower Tier Subrecipient to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Subrecipient shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.33.1 Subrecipient (that is, "Contractor") shall notify and provide to its employees, and shall require each Lower Tier Subrecipient (that is, "Subcontractor") to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Subaward (that is, "Contract"). Additional information is available at www.babysafela.org.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Subaward shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Subaward.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Subaward to be executed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, on the day, month and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce Development, Aging
and Community Services

SUBRECIPIENT

City of Gardena
Subrecipient's Legal Name

ENP202105
Subaward Number

By Clint Osorio 6/15/20
Name of Authorized Representative Date

City Manager
Title

[Signature]
Signature

Approved as to Form:

OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By [Signature]
Lawrence M. Green
Senior Deputy County Counsel

By _____ Date _____
Name of Authorized Representative

Title

Signature

9.23.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

9.23.3 Subrecipient shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

9.24.1 In the event of an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services) and Federal Emergency Management Agency (FEMA) funds are made available under this Subaward, Subrecipient shall comply with all requirements outlined in Exhibit CC (FEMA Provisions). Subrecipient shall complete the Lobbyist Certification attached to this Exhibit and submit it to County's Contract Manager in the time and manner as designated by County.

Program Income is restricted to the funding source or Service that was provided and contributed towards.

9.21.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Budget exhibit(s) then County shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.

9.21.3.6 Subrecipient shall not use Program Income to meet the match contribution requirement of this Subaward.

9.21.3.7 Subrecipient shall provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

9.22 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.22.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient may register for a DUNS number at <http://www.dnb.com/duns-number.html>. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.22.

9.22.2 Subrecipient shall provide a valid DUNS number using Exhibit F (Subrecipient's Administration) and shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. Subrecipient must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM#1>. If County cannot access or verify "Active" status for Subrecipient's DUNS information, which is related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, County will notify Subrecipient and Subrecipient must immediately update the information as required.

9.22.3 Subrecipient's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

9.23 UNUSUAL OCCURRENCES AND CRIME

9.23.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual

9.21.2.6.1 For example, during the closeout, if the line item, Space, reflects a Subaward Sum of \$100 on the final approved Budget(s) then the Grant Share amount reflected on the Closeout Report for Space shall be \$100, and the Amount Received reflected on the Closeout Report for Space shall be \$100. Alternatively, if the Subaward Sum for Space is reflected on the final approved Budget(s) as \$100 but the Grant Share for Space is reflected on the Closeout Report as \$95 and the Amount Received for Space is reflected on the Closeout Report as \$95 then the \$5 variance (which is five percent (5%) of the Subaward Sum amount for the Space line item) is within the allowable ten percent (10%) variance.

9.21.2.7 Subrecipient shall ensure that the total Grant Share and the total Amount Received, which are reflected on the Closeout Report, do not exceed the total Subaward Sum reflected on the final approved Budget(s).

9.21.3 Program Income Requirements

9.21.3.1 Program Income includes, but is not limited to:

9.21.3.1.1 Voluntary contributions received from Client or other party for Services received.

9.21.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.

9.21.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.

9.21.3.1.4 Proceeds from the sale of items created under this Subaward.

9.21.3.2 Subrecipient shall adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq.

9.21.3.3 Subrecipient shall use Program Income to expand baseline Program Services.

9.21.3.4 Subrecipient shall report Program Income in Budget exhibit(s) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated. The use of

items match:

9.21.2.5.1 The Subaward Sum allocated by line items on Subrecipient's final approved Budget(s), where the Subaward Sum is the funding allocated for any Fiscal Year under this Subaward and it is distributed using the line items/cost categories reflected in Subrecipient's final approved Budget(s).

9.21.2.5.2 The Grant Share, which is allocated by line items on Subrecipient's Closeout Report, where the Grant Share is the actual Subaward Sum that Subrecipient has budgeted by line items/cost – categories on its organization's accounting/fiscal records (i.e., general ledgers, etc.).

9.21.2.5.3 The Amount Received by line item as reported on Subrecipient's Closeout Report, where the Amount Received is the actual Subaward Sum reimbursed to Subrecipient for its line items.

9.21.2.6 In the event that the line item amounts reflected as the Subaward Sum on the final approved Budget(s), the Grant Share on the Closeout, and the Amount Received on the Closeout do not match at the time of closeout, for purposes of the closeout only, County shall allow a maximum of ten percent (10%) variance between the Subaward Sum and Grant Share (specifically, the variance between the Subaward Sum line items reported on the final approved Budget(s) and the Grant Share line items reported on the Closeout Report).

Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient shall take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall subject Subrecipient to remedies available under this Subaward.

9.21.2 Closeout Reporting Requirements

- 9.21.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.
- 9.21.2.2 Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.
- 9.21.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Authorized Representative.
- 9.21.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 9.21.2.5 At the end of the funding cycle/during the closeout, Subrecipient shall ensure that all of the following

- 9.21.1.2.3 List of all the funded programs.
- 9.21.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.
- 9.21.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.
- 9.21.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan.
- 9.21.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.
- 9.21.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.
- 9.21.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.
- 9.21.1.5 By May 1 of each Subaward year after the first Subaward year in a multi-year term (or upon extension of the term as provided in Paragraph 4.0 (Term of Subaward), Subrecipient shall submit written confirmation that its Cost Allocation Plan methodology described in Subparagraph 9.21.1.2.7 will remain in effect throughout the following Subaward year. In the event that this Cost Allocation Plan methodology must be revised for the following Subaward year then Subrecipient shall submit the revised methodology to County's Compliance Manager by May 1 of the current Subaward year. The Cost Allocation Plan methodology may only be revised once during any Subaward year.
- 9.21.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.21.1.2.1 - 9.21.1.2.6 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.
- 9.21.1.7 Upon receipt of the revisions made to

9.20.5 Reporting Documents

9.20.5.1 Cost Allocation Plan

9.20.5.1.1 This Plan shall adhere to the requirements outlined in Subparagraph 9.21.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.20.5.2 Closeout Report

9.20.5.2.1 This report shall adhere to the requirements outlined in Subparagraph 9.21.2 (Closeout Reporting Requirements).

9.20.5.3 Other Reporting Documents

9.20.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services under this Subaward. County shall not be unreasonable in its request and Subrecipient shall adhere to County's request for such documents.

9.21 FISCAL REPORTING REQUIREMENTS

9.21.1 Cost Allocation Plan for Cost Reimbursement Activities

9.21.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient shall submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan is included herein by reference.

9.21.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to WDACS directive CCD-18-01 (Cost Allocation and Indirect Cost Requirements for WDACS Subawards)) which may be obtained at <https://wdacs.lacounty.gov/doing-business-with-wdacs/programdirectives/>, Exhibit Q (Accounting, Administration and Reporting Requirements), Title 45 Code of Federal Regulations Part 75 et seq. and Title 2 Code of Federal Regulations Part 200 et seq. At a minimum, the Plan shall include the following information:

9.21.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).

9.21.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Subrecipient shall provide such amendments to County within five (5) days of them being approved.

9.20.4.5 Complaint Policies and Procedures

9.20.4.5.1 Subrecipient's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.20.4.6 Organization Chart

9.20.4.6.1 The chart shall provide an outline of the hierarchy, relationships and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.

9.20.4.7 Lower Tier Subaward

9.20.4.7.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and addendum.

9.20.4.8 Tax Exempt Status Letter

9.20.4.8.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.20.4.9 Terms and Conditions of Use-User Agreement

9.20.4.9.1 Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System -

smog inspection during any year, Subrecipient shall provide evidence (copy of vehicle registration, etc.) indicating that the inspection is not warranted for the specified year.

9.20.4 Business Forms

9.20.4.1 Articles of Incorporation

9.20.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, shall reflect Subrecipient's current legal name; and, County shall use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.20.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient shall provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.20.4.2 Board of Directors' Resolution

9.20.4.2.1 A resolution from Subrecipient's Board of Directors, which evidences Authorized Representative's authority to act on behalf of Subrecipient in matters related to this Subaward (Subparagraph 8.3.3 (Board of Directors' Resolution)). Subrecipient shall submit its Board of Directors' resolution in the time and manner as designated by County.

9.20.4.3 Board of Directors Roster

9.20.4.3.1 The roster shall include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.20.4.4 Bylaws

9.20.4.4.1 This document shall reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the

written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.20.3.4 Public Health Permit

9.20.3.4.1 For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.20.3.5 Health Department Inspection Report

9.20.3.5.1 For each Service site where Subrecipient provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Subrecipient shall annually provide a current copy of such inspection report (report shall be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient shall ensure that it complies with all corrective measures as directed by the Department of Public Health. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

9.20.3.6 Vehicle Smog Certification

9.20.3.6.1 For each vehicle(s) purchased with the Subaward Sum(s) under this Subaward and/or under a Predecessor Agreement that is used in the operation of the Program (i.e., County-owned vehicle(s)), Subrecipient shall ensure that such vehicle(s) undergo a certified smog inspection as required under applicable State and Los Angeles County laws. Subrecipient must receive evidence of a passing inspection (i.e., smog certificate) for each vehicle and shall submit a copy of the smog certificate to County's Contract Manager on an annual basis in the manner and timeframe designated by County. When the vehicle(s) is not required to undergo a

renewal. Subrecipient shall immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.20.3 Subaward Compliance Documents

9.20.3.1 Business License

9.20.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient shall obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Subrecipient shall ensure that the license is current throughout the entire term of this Subaward. Subrecipient shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.20.3.2 Certificate of Insurance

9.20.3.2.1 The certificate shall evidence Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient shall also provide copies of the certificate of insurance as it relates to its Lower Tier Subrecipient(s).

9.20.3.3 Fire Department Inspection Report

9.20.3.3.1 For each Service site that Client will visit, Subrecipient shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient shall provide to County

this requirement and shall provide Subrecipient at least fifteen (15) days to comply with County's determination. Once Subrecipient has obtained the required Guaranty(ies), County will re-evaluate the need for Subrecipient to continue maintaining the Guaranty(ies) for any subsequent Fiscal Year of the Subaward term.

- 9.19.5 The costs to obtain and maintain the Guaranty(ies) are potentially allowable and reimbursable under the terms of this Subaward. However, no additional funding will be allocated to the Subaward Sums in order for Subrecipient to pay for these costs. If Subrecipient intends to use existing Subaward Sums to offset the costs of the Guaranty(ies), this action requires a redistribution of Subaward Sums which shall be initiated through a budget modification. This budget modification shall be completed and submitted by Subrecipient for approval by County as noted in Subparagraph 9.9.2 (Budget Modifications). Prior to submitting this budget modification, Subrecipient shall ensure that it will be able to adhere to all other required tasks, performance measures and other duties of this Subaward even after the Subaward Sums are redistributed (i.e., Subrecipient shall continue to provide the required level of Services which would include the Guaranty(ies) for the same level of funding).

9.20 SUBAWARD DOCUMENT DELIVERABLES

- 9.20.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually thereafter (or as otherwise established by County), Subrecipient shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient shall provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and shall include:
- 9.20.1.1 Subaward Compliance Documents (as described in Subparagraph 9.20.3)
 - 9.20.1.2 Business Forms (as described in Subparagraph 9.20.4)
 - 9.20.1.3 Reporting Documents (as described in Subparagraph 9.20.5)
 - 9.20.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time to time additional documents from Subrecipient, and Subrecipient shall adhere to County's request for such documents.
- 9.20.2 Subrecipient shall submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or

surety/guarantee to County that Subrecipient shall meet its obligations to perform the terms and conditions of the resulting Subaward. The purpose of the Performance Guaranty is to provide County a recourse to recover Subaward monies which would otherwise be lost due to Subrecipient's negligent actions. This Performance Guaranty shall provide for the payment of monies to County for transactions which are incurred by Subrecipient, including but not limited to: liquidated damages, late penalty payments, County's reimbursement, etc. County's determination to require Subrecipient to obtain the Performance Guaranty would occur after the resolution process has been completed and "questioned costs" have been determined to be unsubstantiated costs, disallowed costs, etc.

9.19.3.2 The Performance Guaranty shall take any of the following forms:

9.19.3.2.1 Surety Bond: More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury. The performance guaranty may not allow the bond surety to substitute another person to perform Services.

9.19.3.2.2 Letter of Credit: Refer to Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit) for information.

9.19.3.2.3 Certified Check or Certificate of Deposit: This form of Guaranty shall list/identify County of Los Angeles as an authorized party that can withdraw on the account. Refer to Exhibit BB (Criteria and Standards for Letters of Credit and Certificates of Deposit) for additional information on the certificate of deposit.

9.19.3.2.4 Cash

9.19.3.3 The Performance Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.4 When County determines that Subrecipient shall obtain and maintain a Guaranty(ies), County shall inform Subrecipient of

County will determine whether or not Subrecipient will be required to obtain a Guaranty(ies) when Subrecipient's performance under this Subaward reveals potential liability to County in an aggregate amount of twenty-five thousand dollars (\$25,000) or more resulting from, but not limited to, the following incidents: disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. (i.e., if County determines that Subrecipient has disallowed costs, unsubstantiated costs, non-payment of Lower Tier Subrecipients, etc. which total twenty-five thousand dollars (\$25,000) or more in potential liability when added together then County will require Subrecipient to obtain a Payment Guaranty, Performance Guaranty or both).

9.19.2 Payment Guaranty

9.19.2.1 The Payment Guaranty is Subrecipient's surety/guarantee to County that Subrecipient shall meet its obligations to faithfully pay its Lower Tier Subrecipients in a manner that is timely, satisfactory and acceptable to County, as determined by County at its sole discretion. The purpose of the Payment Guaranty is to provide all Lower Tier Subrecipients who supply labor, materials, services, etc. to Subrecipient a recourse if they do not get paid by Subrecipient. In such case, the Payment Guaranty allows Lower Tier Subrecipient to file a claim with the surety company that issued the Guaranty in the event that Subrecipient does not reimburse the Lower Tier Subrecipient for goods and/or services provided by Lower Tier Subrecipient.

9.19.2.2 Subrecipient acknowledges that County may also make a determination that Subrecipient's non-payment of its Lower Tier Subrecipients is a violation of the terms and conditions of this Subaward which may subject Subrecipient to obtain both the Payment Guaranty and Performance Guaranty.

9.19.2.3 The Payment Guaranty shall only take the form of a surety bond. More information concerning surety bonds and companies may be obtained from the Surety Association of America (www.surety.org), the Surety Information Office (www.sio.org), state insurance departments, the U.S. Small Business Administration and U.S. Department of the Treasury.

9.19.2.4 The Payment Guaranty must be executed by a corporate surety which is licensed to transact business as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by County.

9.19.3 Performance Guaranty

9.19.3.1 The Performance Guaranty is Subrecipient's

return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County in accordance with Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.17.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17.

9.18 REMEDIES FOR NON-COMPLIANCE

9.18.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements shall subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

9.19 PAYMENT AND PERFORMANCE GUARANTIES

9.19.1 Throughout the entire term of this Subaward, including the original term and any renewals or extensions thereto, County, at its sole discretion, reserves the right to require Subrecipient to provide a Payment Guaranty, Performance Guaranty or both ("Guaranty(ies)") in the amount and form as directed by County.

excess of their user rights or use the systems inappropriately, data is breached, etc. Subrecipient and its Lower Tier Subrecipient must comply with California Department of Aging's security incident reporting procedure which is available online at http://aging.ca.gov/Programsproviders/Information_Security_and_Privacy.

9.17.13.2 Notification of Security Breach to County

9.17.13.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.17.13.2.2 Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.17.13.3 Notification of Security Breach to Clients

9.17.13.3.1 Subrecipient and its Lower Tier Subrecipient shall give written notice to any Client or data subject whose confidential, sensitive and/or personal identifying information may have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9.17.14 Electronic Backups

9.17.14.1 Subrecipient and its Lower Tier Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backups of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient and its Lower Tier Subrecipient shall ensure that all data, files and backup files are encrypted.

9.17.15 Cloud Storage

9.17.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.17.16 Hardware Return

9.17.16.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will

enforce/maintain a password policy which provides for the following system requirements: when user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.17.11 Personnel and Subrecipient Protections

9.17.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.17.12 County's Security Audit

9.17.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outlined in this Subparagraph 9.17.

9.17.12.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.17.13 Security Incident Reporting

9.17.13.1 A security incident occurs when County Information Assets are or reasonably believed to have been accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in

of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.17.9 Software Maintenance and Operational Management

9.17.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.17.9.2 Subrecipient and its Lower Tier Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied in a timely manner to all computer systems on which County Information Assets are stored, accessed and/or transmitted.

9.17.9.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.17.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.17.10 Access Control

9.17.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.17. Subrecipient shall ensure that network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with incident response policies set forth herein.

9.17.10.2 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols; and, change his/her password at a minimum every ninety (90) days, etc.

9.17.10.3 Subrecipient shall develop, implement and

9.17.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.17.8.7.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.8.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.17.8.8 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial

9.17.8.4 Subrecipient and its Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.17.8.5 **Removable Media**

9.17.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.17.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.17.8.7 **Data Control and Media Servicing**

9.17.8.7.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.17.8.7.

9.17.8.7.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

- 9.17.8.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).
- 9.17.8.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).
- 9.17.8.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).
- 9.17.8.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit
- 9.17.8.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.
- 9.17.8.2 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
 - 9.17.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
 - 9.17.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.8.3 Subrecipient and its Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: [http://csrc.nist.gov/publications/PubsDRAFTS.html#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/PubsDRAFTS.html#SP-800-88-Rev.%201) and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally-- Identifiable - Information, Protected Health Information and Medical Information cannot be retrieved.

9.17.7.3 Subrecipient shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.17.7.4 Subrecipient shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.17.7.5 Lower Tier Subrecipient shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Lower Tier Subrecipient shall submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.17.8 **Encryption on Workstations and Portable Computing Devices**

9.17.8.1 Subrecipient and its Lower Tier Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.8.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

- 9.17.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.
- 9.17.5.1.3 Personal Information as defined in California Civil Code Section 1798.29(g).
- 9.17.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.
- 9.17.5.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.17.6 **Physical and Environmental Security**

- 9.17.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.17.7 **Data Destruction**

- 9.17.7.1 When Subrecipient has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Subrecipient under this Subaward and applicable law, County shall have sole authority to determine when Subrecipient shall destroy any such County Information Assets as described herein. Subrecipient shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.
- 9.17.7.2 Subrecipient shall destroy such County Information Assets by:
 - 9.17.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

enter Program, Service delivery and Client data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.

9.17.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access the MIS system.

9.17.4.3.3 Subrecipient shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.17.5 County Information Assets

9.17.5.1 County Information Assets are public, confidential, sensitive and/or personal identifying data, records, materials, etc. and include (but are not limited to):

9.17.5.1.1 Information that is stored in hard copy or electronic format and may include but is not limited to the following: reports; notes; forms; computers, laptops, cellphones, printers, scanners; networks (LAN, WAN, WIFI) servers, switches, routers; storage media, hard drives, flash drives, cloud storage; data, applications, databases; etc.

Subrecipient shall enter Program, Service delivery, and Client data into MIS on the day when the Service(s) is provided to Client). Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.17.4.2 **Data Records**

9.17.4.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.17.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and shall make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.17.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.17.4.3 **MIS Personnel**

9.17.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and

9.17.3 **Information Technology Systems - Contract Management System-Contractor's Gateway**

9.17.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Subaward. Subrecipient shall use the System to perform its administrative contracting functions as directed by County.

9.17.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.

9.17.4 **Information Technology Systems - Management Information System**

9.17.4.1 **Data Entry**

9.17.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track Service delivery, Program data and Client information. Subrecipient shall use the MIS and all other systems identified by County, including but not limited to State and Federal programs, applications, software, etc., to report Program data as outlined herein and as directed by County.

9.17.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS on the day when the Service(s) is provided to Client and shall ensure that Service recording is accurate each day (i.e., to ensure accurate reporting,

requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.16.2 Subrecipient shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

9.16.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug - counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and its Lower Tier Subrecipient(s) operate a drug-free workplace.

9.16.4 Subrecipient shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

9.17 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 sets forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.

9.17.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

- 9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 Implementation of the Transition Plan

- 9.14.4.1 Subrecipient shall implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

9.15 TRAVEL EXPENSES

- 9.15.1 Subrecipient shall obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County (out-of-town travel).
- 9.15.2 Subrecipient shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).
- 9.15.3 Subrecipient shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.
- 9.15.4 Subrecipient shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.
- 9.15.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.15 will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

9.16 DRUG-FREE WORKPLACE

- 9.16.1 Subrecipient and its Lower Tier Subrecipient(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these

9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

9.14.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

9.14.3 Elements of the Transition Plan

9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.

9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records, which fall outside of the retention period noted in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), in accordance with applicable laws and regulations, and the terms of this Subaward.

9.14.3.7 Subrecipient's plan to ensure provision of adequate staff to provide continued care through the remaining term of this Subaward.

9.14.3.8 A fully documented inventory of all Fixed and

in the written notice of suspension provided to Subrecipient, unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Subrecipient's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

9.14 TRANSITION OF SUBAWARD SERVICES

9.14.1 Completion of Subaward

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), County will provide Subrecipient written notice of the time period that Subrecipient shall allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.1.2 Subrecipient shall fulfill all responsibilities required under this Subaward including, but not limited to, completing the closeout procedures identified in Subparagraph 9.21.2 (Closeout Reporting Requirements), implementing the approved Transition Plan and performing any other requirement(s) that County deems as reasonably necessary to effectuate the successful transition of Program Services to another Service provider. County shall not be unreasonable in its request(s).

9.14.2 Transition Plan

Subrecipient and its Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Subrecipient, County shall provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension shall become effective, the date upon which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice shall include a description of the Service(s) being suspended.

9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient shall:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension shall continue for the period specified

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

9.13 PROBATION AND SUSPENSION

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County shall notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

9.13.2 Probation

9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County shall provide Subrecipient a written notice indicating the reasons for the probation (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this probation shall become effective, the date upon which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 Suspension

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by

proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.

9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.

9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.

9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Subaward.

9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.12.1 Subrecipient shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

Program Modification shall supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

9.10 NEPOTISM

- 9.10.1 Subrecipient certifies that it shall not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.
- 9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient shall maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County shall have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.
- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Subrecipient's

- 9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 -- Budget Modifications

- 9.9.2.1 The movement of funds within an approved Budget(s) from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification shall not change the Subaward Sum allocated for any Fiscal Year or Program Year under this Subaward. Subrecipient shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 Program Modifications

- 9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Subrecipient shall notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such

9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.

9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

9.7 INTENTIONALLY OMITTED

9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient shall ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County shall use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, shall be used in all Subaward documents).

9.9 MODIFICATIONS

9.9.1 Modifications to this Subaward

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient shall adhere to it in its entirety.

9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

- 9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Subaward, Subrecipient provides Services to County and Subrecipient creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those Services. County and Subrecipient therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES

- 9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies) contingent upon County's prior approval. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).
- 9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

9.6 LIMITATION ON CORPORATE ACTS

- 9.6.1 Subrecipient shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient shall notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.
- 9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:
- 9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.

and Institutions Code. Subrecipient's staff working on this Subaward shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.1.4 Withholding of Payment

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Subaward Sum allocated for any Fiscal Year under this Subaward or the entire amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

9.2 AMERICANS WITH DISABILITIES ACT (ADA)

9.2.1 Subrecipient shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Subrecipient (that is, "Contractor") to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Subaward (that is, "Contract"), debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

discrimination, including inappropriate conduct based on a protected characteristic, may subject Subrecipient to termination of contractual agreements as well as civil liability.

8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

- 8.58.1 A Proposer, or a Subrecipient (that is, "Contractor") or its subsidiary or Lower Tier Subrecipient (that is, "Subcontractor") ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of Proposer/Contractor from participation in County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Subaward (that is, "Agreement").

9.0 UNIQUE TERMS AND CONDITIONS

9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.1.1 Fraud Prevention Reporting

- 9.1.1.1 Subrecipient's staff working on this Subaward shall immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

9.1.2 Child Abuse Reporting

- 9.1.2.1 Subrecipient's staff working on this Subaward shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward shall also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.1.3 Elder and Dependent Adult Abuse Reporting

- 9.1.3.1 Subrecipient's staff working on this Subaward shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare

8.53 TIME OFF FOR VOTING

8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and its Lower Tier Subrecipient(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING POLICY

8.54.1 Subrecipient (that is, "Contractor") acknowledges that County has established a Zero Tolerance Human Trafficking Policy which prohibits Contractor and member of Contractor's staff from engaging in human trafficking.

8.54.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Subaward (that is, "Contract"). County will not be under any obligation to disclose confidential information regarding the offense(s) other than those required by law.

8.54.3 Disqualification of Contractor or member of Contractor's staff pursuant to this Subparagraph 8.54 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 INTENTIONALLY OMITTED

8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

8.56.1 Subrecipient (that is, "Contractor") shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph 8.56 may constitute a material breach of this Subaward (that is, "Contract"). In the event of such material breach, County may, in its sole discretion, terminate this Contract.

8.57 COMPLIANCE WITH COUNTY POLICY OF EQUITY

8.57.1 Subrecipient acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity ("CPOE") (<https://ceop.lacounty.gov/>). Subrecipient further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Subrecipient, its employees and Lower Tier Subrecipient(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Subrecipient, its employees or its Lower Tier Subrecipient(s) to uphold County's expectations of a workplace free from harassment and

or circumstances shall not be affected thereby.

8.49 WAIVER

8.49.1 No waiver by County of any breach of any provision of this Subaward shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County

8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE

8.46.1 Subrecipient (that is, "Contractor") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Subaward (that is, "Contract"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS

8.47.1 Notwithstanding any other provision of this Subaward, County shall not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Subaward in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

8.48.1 If any provision of this Subaward or the application thereof to any person or circumstance is held invalid, the remainder of this Subaward and the application of such provision to other persons

capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 County may, by written notice to Subrecipient (that is, "Contractor"), immediately terminate the right of Contractor to proceed under this Subaward (that is, "Contract") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

calendar days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient shall immediately:

8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;

8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;

8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient under this Subaward shall be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:

8.43.1.1 Subrecipient has materially breached this Subaward; or

8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient shall continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual

Subaward shall not be deemed as validation of the procurement method used by Subrecipient, and only reflects County's approval as to the form of the Lower Tier Subaward terms and conditions as well as the services being provided under such agreement.

- 8.40.13 When entering into a Lower Tier Subaward with a qualified organization, Subrecipient shall maintain documentation that supports/justifies the procurement method and evaluation process used by Subrecipient to select the qualified vendor for a Lower Tier Subaward. County's continuing consent to a Lower Tier Subaward is contingent upon Subrecipient's assurance that the procurement process was compliant with the requirements noted herein as well as all other Subaward requirements, and that the Lower Tier Subrecipient continues to retain staff and infrastructure experienced with providing the necessary services.
- 8.40.14 This Subaward and any approved Lower Tier Subaward are subject to monitoring and/or review by County, State, and/or federal funding authorities. If Subrecipient executes a Lower Tier Subaward that is deemed non-compliant with the requirements of this Subaward or applicable federal, State, or County regulations, any costs incurred under that Lower Tier Subaward may be disallowed, resulting in Subrecipient's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.
- 8.40.15 Subrecipient shall ensure that its Lower Tier Subrecipient(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed Exhibit DD (California Civil Rights Laws Certification) for Lower Tier Subrecipient(s) as a condition of executing this Subaward.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.41.1 Failure of Subrecipient (that is, "Contractor") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Subaward (that is, "Contract"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30)

- 8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).
- 8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that each Lower Tier Subrecipient maintains all the programs of insurance required by County in accordance with Subparagraph 8.24.9 (Lower Tier Subrecipient Insurance Coverage Requirements). In addition to meeting the requirements noted in Subparagraph 8.24 (General Provisions for All Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage), such certificates of insurance shall also indicate the Lower Tier Subaward number for each Lower Tier Subrecipient. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall ensure delivery of all such documents to County's Contract Manager or designee.
- 8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County up to thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.
- 8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This agreement is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP202105) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Lower Tier Subaward shall inure to the benefit of County of Los Angeles.
- 8.40.12 Pursuant to the provisions of this Subaward, County has the right to review and consent (or not consent) to Subrecipient's use of Lower Tier Subrecipients that have been procured in compliance with State and/or federal guidelines applicable to the funding source(s) identified in Subparagraph 5.1.2 (Funding Allocations). County's approval of the proposed Lower Tier

advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and shall allow County up to sixty (60) days to complete its review process. As such, Subrecipient shall ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient shall factor up to sixty (60) days into its timeline to account for County's review process).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y-(List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards):

8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

8.40.4 Subrecipient shall remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.

8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying its Lower Tier Subrecipients of this County right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.

Program and Services. Subrecipient shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided that in no event shall County's maximum obligation for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 Failure to Comply With Requirements

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

8.39 RECYCLED BOND PAPER

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Subrecipient agrees to use recycled-content paper to the maximum extent possible on this Subaward.

8.40 LOWER TIER SUBAWARD

8.40.1 Subrecipient shall not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the

Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 Independent Audit Requirements

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. requires that organizations which expend seven hundred fifty thousand dollars (\$750,000) or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq. and Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the

includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38.

be provided to County's Contract Manager upon County's request.

8.38.2 Access to Records

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which

8.38**RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT****8.38.1 Record Retention Requirements**

8.38.1.1 Subrecipient shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient shall further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient shall ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and until an audit of this Subaward by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).

8.38.1.3 All such material shall be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

8.37 PUBLICITY

- 8.37.1 Subrecipient shall not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County shall not inhibit Subrecipient from publishing its role under this Subaward within the following conditions:
- 8.37.1.1 Subrecipient shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Subaward, Subrecipient shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.
- 8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.
- 8.37.3 Subrecipient shall not use or display the official seal of County of Los Angeles or the logo of Workforce Development, Aging and Community Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.