



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

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

Tuesday, October 24, 2023

Closed Session 7:00 p.m.

Open Session 7:30 p.m.

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

MINA SEMENZA, *City Clerk*
GUY H. MATO, *City Treasurer*
CLINT OSORIO, *City Manager*
CARMEN VASQUEZ, *City Attorney*
LISA KRANITZ, *Assistant City Attorney*

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 Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
- 3. ATTEND THE MEETING IN PERSON**

PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items – At the time the City Council considers the item or during Oral Communications
- Non-agenda Items – During Oral Communications
- Public Hearings – At the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. 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 cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Gov. Code Section 54956.9(d)(1)
Brian Park vs City of Gardena
WCAB NO.: ADJ1460951

2.B CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Gov. Code Section 54956.9(d)(1)
Juan Bareno vs City of Gardena
WCAB NO.: ADJ14862884

2.C CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Gov. Code Section 54956.9(d)(1)
David Brock vs City of Gardena
WCAB NO.: ADJ17330020

2.D CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 15106 Nader Place/15106 Daphne Ave, Gardena, CA; APN: 4064-023-024
Agency Negotiator: Clint Osorio, City Manager and Greg S. Tsujiuchi, Director of Community Development
Negotiating Parties: Saturo Toga, Eiko Onagi and Bryant Hoover, Thompson Team Real Estate.
Under Negotiation: Price and Terms of Payment

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

3. PLEDGE OF ALLEGIANCE

4. **INVOCATION**

J. Mark Schwanz
Church of the Servant King

5. **PRESENTATIONS**

5.A Boards & Commissions Presentation - Gardena Economic Business Advisory (GEBAC)

5.B Gardena Events Video Presentation

6. **PROCLAMATIONS**

6.A "Gardena Red Ribbon Week," October 23 through October 31, 2023 - **to be accepted by Melissa Loza and Traci Saruwatari**
[Proclamation - Red Ribbon Week 2023.pdf](#)

6.B *Lights on Afterschool* - October 26, 2023 - **to be accepted by Kim Richards and Diana Medel**
[Proclamation - B&G Lights On Afterschool 2023.pdf](#)

7. **APPOINTMENTS**

7.A [Greater Los Angeles County Vector Control District Board of Trustees Appointment](#)

Staff Recommendation: Consider and discuss a full two-year or four-year term appointment to the Greater Los Angeles County Vector Control District Board of Trustees

[Greater LA County Vector Control District Letter.pdf](#)

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC - Roll Call Vote Required On The 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.

PUBLIC COMMENT ON CONSENT CALENDAR

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only

CONTACT: CITY CLERK

8.B Approve Minutes:

Regular Meeting of the City Council, October 10, 2023

CONTACT: CITY CLERK

[10102023 REGULAR Minutes CC Meeting - FINAL.pdf](#)

- 8.C Approval of Warrants/Payroll Register, October 24, 2023
CONTACT: CITY TREASURER
[Warrant-Payroll Register 10-24-23.pdf](#)
- 8.D Monthly Investment Portfolio, September 2023
CONTACT: CITY TREASURER
[September 2023 Investment Report.pdf](#)
- 8.E Personnel Report P-2023-17 10-24-23
CONTACT: HUMAN RESOURCES
[PERS RPT P-2023-17 10-24-23.pdf](#)
- 8.F Authorize Agreements between South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) on behalf of the City of Inglewood, and the City of Gardena through June 30, 2024. Authorize the agreement between the Workforce Development Aging and Community Services and the City of Gardena run by the SBWIB, Inc., for the period ending June 30, 2027.
CONTACT: ADMINISTRATIVE SERVICES
[TSE PWE worksite agreement.docx](#)
[City of Gardena LA County WDACS-Youth@Work Worksite Agreement.docx](#)
- 8.G [Second Reading and Adoption of ORDINANCE NO. 1856](#). Amending Chapters 18.04 and 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.
CONTACT: COMMUNITY DEVELOPMENT
[Ordinance No. 1856 \(ADU\) FINAL.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

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

- 10.A [October 17, 2023 - Meeting Cancelled](#)
[2023_10_17 CANCELLATION.pdf](#)

11. **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, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

12. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 12.A [Approve and authorize the City Manager to execute the Authorization to Order \(ATO\) forms with the California Network and Telecommunications \(CALNET\) Program Cellular and Data Services through June 30, 2025](#)

Staff Recommendation: Approve and authorize the City Manager to execute the ATO forms

[Exhibit A - ATT CalNet NextGen ATO Legacy.pdf](#)

[Exhibit B - ATT CalNet NextGen DNCS.pdf](#)

[Exhibit C - Verizon CalNet-19.1-ATO.pdf](#)

[Exhibit D - Charter Communications CalNet-DNCS-Group-I-ATO.pdf](#)

[Exhibit E - ATT CalNet -19.1-ATO.pdf](#)

13. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 13.A [Discussion on Eligible CDBG Funded Activities](#)

Staff Recommendation: No Action Needed

- 13.B [Consideration of the Gardena Economic Business Advisory Commission \(GEBAC\)'s recommendations on the use of grant funds for the revitalization of Gardena Boulevard.](#)

Staff Recommendation: 1) Review the Gardena Economic Business Advisory Commission (GEBAC)'s recommendation on the use of grant funds for the revitalization of Gardena Boulevard, which prioritizes the acquisition of the vacant lot on 1112 W. Gardena Boulevard; and 2) Provide any additional direction to City Staff.

[Staff Report - Gardena Blvd Revitalization Grant.pdf](#)

[GEBAC Gardena Blvd Revitalization Memo.pdf](#)

14. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

15. **DEPARTMENTAL ITEMS - POLICE**

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 16.A [Authorize the Contract Renewal Services with SmartCover Systems, Inc. in the amount of \\$63,570 to provide Active Site Management \(ASM\) and Warranty Coverage for a Two-Year Term](#)

Staff Recommendation: Authorize the Purchase

[SMARTCOVER_CONSULTANT_AGREEMENT_102423__Signed_by_SC.pdf](#)

[Quote 7596.pdf](#)

[SmartCover - Brochure.pdf](#)

[Sole Source Letter.pdf](#)

- 16.B [Authorization to Purchase One \(1\) Electric Vehicle from Enterprise Fleet Management in the amount of \\$57,252 for the Public Works Department](#)

Staff Recommendation: Approve Purchase

[2023 Tesla Model Y Purchase Quote.pdf](#)

17. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**
18. **DEPARTMENTAL ITEMS - TRANSPORTATION**
19. **COUNCIL ITEMS**
20. **COUNCIL DIRECTIVES**
21. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**
22. **COUNCIL REMARKS**

1. MAYOR PRO TEM HENDERSON
2. COUNCIL MEMBER FRANCIS
3. COUNCIL MEMBER TANAKA
4. MAYOR CERDA
5. COUNCIL MEMBER LOVE

23. **ANNOUNCEMENT(S)**

24. **REMEMBRANCES**

Mr. Tommie Herd, 81 years old, Tommie served the City of Gardena for 24 years as a bus operator in the Transportation Department.

25. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, November 14, 2023.

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 20th day of October 2023

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



PROCLAMATION

WHEREAS, the abuse of drugs, alcohol, and tobacco impedes the ability of youth and adults to lead healthy, productive lives; and

WHEREAS, California has led the nation in making expansive investments in prevention by launching the most ambitious prevention education programs statewide, advocating that communities and individuals continue prevention / education programs and activities to discourage the abuse of alcohol, tobacco, and other drugs; and

WHEREAS, the Center for Disease Control and Prevention (CDC) and the U.S. Food and Drug Administration (FDA) has issued information about recent outbreaks of lung disease, illness, and deaths associated with E-cigarette and vaping use; and

WHEREAS, the GARDENA DRUG AND ALCOHOL ABUSE PROGRAM (G-DAAP) coalition, in conjunction with the GARDENA HIGH SCHOOL TASK FORCE (HSTF) and AADAP, Inc., are coordinating Gardena's Red Ribbon Week Celebration to support year-round prevention education efforts - offering citizens the opportunity to demonstrate their support of healthy, drug-free lifestyles, and to develop an attitude of intolerance to the use of illegal drugs and the illegal use of legal drugs; and

WHEREAS, established in 1985, the National Red Ribbon Celebration will be observed again, in 2023, in communities across America throughout RED RIBBON WEEK, October 23-31, during which the citizens of Gardena will show their commitment to healthy, drug-free communities by wearing and displaying RED RIBBONS during this week-long campaign;

NOW, THEREFORE, I, Tasha Cerda, Mayor of the CITY OF GARDENA, CALIFORNIA, do hereby proclaim **OCTOBER 23 through 31, 2023**, to be

GARDENA NATIONAL RED RIBBON WEEK

and encourage all citizens of Gardena to participate in drug abuse prevention activities in conjunction with this important observance and to be pro-active within our homes, schools, neighborhoods, and Gardena community-wide to raise awareness and take action against the harm caused by alcohol, tobacco, marijuana, prescription drugs, and other related drug abuse that can deeply impact the lives of our young people in our community.

The City of Gardena is pleased to support the National Red Ribbon Week 2023 Celebration Theme:

⌘ "Be Kind to your Mind, Live Drug Free" ⌘

Tasha Cerda

MAYOR

Dated: 24th day of October, 2023



PROCLAMATION

WHEREAS, the citizens of the City of Gardena stand firmly committed to quality afterschool programs and opportunities; and

WHEREAS, afterschool programs provide critical support for the academic growth and well-being of youth and offer new experiences and opportunities that help young people learn and grow. Afterschool programs provide innovative, hands-on opportunities for youth to engage in learning and connect with caring adults and peers in a safe and supportive environment. These supports are all important today, in the wake of the pandemic; and

WHEREAS, the City of Gardena has provided significant leadership in community involvement in the education and well-being of youth, grounded in the principle that quality afterschool programs are key to helping our children become successful adults; and

WHEREAS, *Lights on Afterschool*, the national celebration of afterschool programs held this year on October 26th, 2023, promotes the importance of quality afterschool programs in the lives of children, families, and communities; and

WHEREAS, many afterschool programs across the country are facing operating challenges so severe that they are forced to consider closing their doors and turning off their lights.

WHEREAS, the City of Gardena is committed to investing in the health and safety of all young people by providing expanding learning opportunities that help our children learn and grow, while helping them develop the skills essential for success in life and work.

NOW, THEREFORE, I, Tasha Cerda, Mayor of the CITY OF GARDENA, CALIFORNIA, do hereby proclaim **OCTOBER 26th, 2023**, to be

LIGHTS ON AFTERSCHOOL DAY

and encourage all citizens of Gardena to enthusiastically endorse *Lights On Afterschool Day* and commit to engaging in innovative afterschool programs that ensure the lights stay on and the doors stay open for all children after school.

Tasha Cerda

MAYOR

Dated: 24th day of October, 2023



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 7.A
Section: APPOINTMENTS
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Greater Los Angeles County Vector Control District Board of Trustees Appointment

COUNCIL ACTION REQUIRED:

Staff Recommendation: Consider and discuss a full two-year or four-year term appointment to the Greater Los Angeles County Vector Control District Board of Trustees

RECOMMENDATION AND STAFF SUMMARY:

Council Member, Paulette C. Francis, was appointed to the Greater Los Angeles County Vector Control District on November 16, 2021, by the City Council; the term of office will expire on January 1, 2024.

Pursuant to the State Health and Safety Code, a representative must be appointed to serve a full two-year or four-year term commencing on January 1, 2024. The City representative should not be appointed on a yearly basis. Once appointed, the representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body. The Vector Control District does not accept or recognize the appointment of alternate representatives.

Board members do not get compensated but do receive an in-lieu travel expense of \$100 a month for attending each regularly scheduled board meeting, by the Vector Control District.

The meetings are held monthly on the second Thursday of each month at 7:00pm.

It is respectfully recommended that the City Council consider and discuss the appointment to the Greater Los Angeles County Vector Control District Board of Trustees for a two or four-year term of office commencing at noon on the first Monday of January 2024.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[Greater LA County Vector Control District Letter.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio". The signature is fluid and cursive, with a period at the end.

Clint Osorio, City Manager

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

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

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

PRESIDENT

Scott T. Kwong, San Marino

VICE PRESIDENT

Marilyn Sanabria, Huntington Park

SECRETARY-TREASURER

Ali Saleh, Bell

GENERAL MANAGER

Susanne Klueh

OCT 4 '23 AM 10:55

September 28, 2023

ARTESIA

Melissa Ramoso

BELL GARDENS

Pedro Aceituno

BELLFLOWER

Sonny R. Santa Ines

BURBANK

Dr. Jeff D. Wassem

CARSON

Jim Dear

CERRITOS

Mark W. Bollman

COMMERCE

Leonard Mendoza

CUDAHY

Daisy Lomeli

DIAMOND BAR

Ruth M. Low

DOWNEY

Robert Kiefer

GARDENA

Paulette C. Francis

GLENDALE

Steve Ryfle

HAWAIIAN GARDENS

Luis Roa

LA CAÑADA FLINTRIDGE

Leonard Pieroni

LA HABRA HEIGHTS

Catherine Houwen

LAKEWOOD

Steve Croft

LA MIRADA

John Lewis

LONG BEACH

Emily Holman

LOS ANGELES CITY

Steven Appleton

LOS ANGELES COUNTY

Steven A. Goldsworthy

LYNWOOD

Rita Soto

MAYWOOD

Jessica Torres

MONTEBELLO

Avik Cordeiro

NORWALK

Margarita L. Rios

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Gustavo V. Camacho

SAN FERNANDO

Sylvia Ballin

SANTA CLARITA

Heidi Heinrich

SANTA FE SPRINGS

William K. Rounds

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

VACANT

VERNON

Leticia Lopez

WHITTIER

Jessica Martinez

Mr. Clint Osorio
City Manager
1700 West 162 Street
Gardena, CA 90247

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Osorio:

This correspondence is to inform you that the term of office for Trustee Paulette Francis as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 1, 2024**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Francis or appointing a new trustee for a **2- or 4-year term** of office, commencing at noon on the first Monday of January (i.e., January 1, 2024). **Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4-year term commencing on January 1, 2024 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections **a** and **b** require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

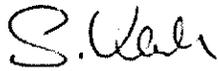
Representatives are expected to attend the district's general board meetings held monthly on the 2nd Thursday of the month.

Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 1, 2024, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Araceli Hernandez or Maria Weinbaum at 562-944-9656 ext. 504 or e-mail at ahernandez@GLAmosquito.org.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Kluh".

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Paulette Francis
Ms. Becky Romero

SHSC

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

MINUTES
Regular Meeting Notice of the
Gardena City Council
Tuesday, October 10, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:44 PM on Tuesday, October 10, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Paulette C. Francis and Council Member Wanda Love; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy H. Mato; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION - None

CITY ATTORNEY REPORT OUT OF CLOSED SESSION - None

3. PLEDGE OF ALLEGIANCE

Abby Childers, Daniel Kwak, and Sarah Tapia led the Pledge of Allegiance. All three 11th-grade students attend Pacific Lutheran Junior / Senior High School. Abby leads the praise band at school. Daniel is the Student Government Representative for his class and Sarah is actively involved in the Yearbook. All three students thanked all Members of the Council for having them tonight.

4. INVOCATION

Pastor Nathaniel Session, of Enlightened Ministry Bible Church, gave the Invocation.

5. PROCLAMATIONS

5.A Domestic Violence Awareness Month - October 2023 – ***was accepted by the Rainbow Services Community Engagement Team***

6. APPOINTMENTS – *No Appointments were made*

7. PRESENTATIONS

7.A Public Works Presentation of Second Quarter CIP Project Updates - ***Director of Public Works Allan Rigg led the PowerPoint presentation. Public Works Second Quarter Capital Improvements Project updates were given, including future projects.***

Mayor Cerda thanked Director Rigg for all the updates and constant communication, specifically for the Artesia/Normandie project. She also had questions about the demo phase percentage for the Rosecrans Community Center Project.

Council Member Francis asked if the underground vault in the Chase Building would be saved.

Council Member Love gave recognition to Kevin Kwak for going after and getting the grant of almost \$13 million.

Council Member Tanaka asked about the signal timing and lane occupancy.

Mayor Pro Tem Henderson thanked Public Works for the report and asked a question about the data that is in our GIS and security.

Director Rigg answered all of Council's questions.

7.B Gardena Events Video Presentation

8. CONSENT CALENDAR

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only
CONTACT: CITY CLERK

8.B Approve Minutes:
Amended Regular Meeting of the City Council, September 12, 2023
Regular Meeting of the City Council, September 26, 2023
CONTACT: CITY CLERK

8.C Approval of Warrants/Payroll Register, October 10, 2023
CONTACT: CITY TREASURER

October 10, 2023: Wire Transfer: 12552-12559; Pre-Pay: 173552-173554; Check Numbers: 173555-173724 for a total Warrants issued in the amount of \$3,031,050.62; Total Payroll Issued for October 6, 2023: \$1,774,442.50.

8.D Personnel Report P-2023-16 10-10-23
CONTACT: HUMAN RESOURCES

8.E Approve Amendment 2 and Authorize the City Manager to Execute the Amended Agreement by and Between City of Gardena and the Los Angeles County Metropolitan Transportation Authority for Net Toll Revenue Re-Investment Grant
CONTACT: TRANSPORTATION

It was moved by Council Member Francis, seconded by Mayor Cerda, and carried by the following roll call vote to Approve the Consent Calendar with the exceptions of Items 8.C and 8.E:

Ayes: Council Member Francis, Mayor Cerda, Mayor Pro Tem Henderson, Council Members Tanaka, and Love

Noes: None

Absent: None

9. EXCLUDED CONSENT CALENDAR

**8.C CITY TREASURER - Approval of Warrants/Payroll Register, October 10, 2023
- *Item pulled by Council Member Francis***

Council Member Francis stated she noticed there was a payment made to the Casino for the Economic Assistance Agreement in the amount of \$30,000 and wanted to know what year we were in the agreement and if we are obligated to provide economic assistance to the Casino; she also asked if the payments were made quarterly. City Manager Osorio explained how the agreement works and answered all questions.

It was moved by Council Member Francis, seconded by Council Member Love, and carried by the following roll call vote to Approve Item 8.C:

Ayes: Council Members Francis and Love, Mayor Pro Tem Henderson, Council Member Tanaka, and Mayor Cerda

Noes: None

Absent: None

8.E TRANSPORTATION - Approve Amendment 2 and Authorize the City Manager to Execute the Amended Agreement by and Between City of Gardena and the Los Angeles County Metropolitan Transportation Authority for Net Toll Revenue Re-Investment Grant – *Item pulled by Council Member Francis*

Council Member Francis asked for confirmation that to her understanding GTrans will be getting a million dollars for the amended agreement and the reasoning behind the amendment is to extend the time/deadline. City Manager Osorio answered all questions.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Henderson, and carried by the following roll call vote to Approve Item 8.E:

Ayes: Council Members Francis, Mayor Pro Tem Henderson, Council Members Tanaka and Love, and Mayor Cerda

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A OCTOBER 3, 2023 - *Meeting Cancelled*

11. ORAL COMMUNICATIONS

- 1) Wendi Huntzicker, expressed her concerns and wishes that Gardena could find funds to help enforce the no U-turn laws on Redondo Beach Blvd. Mayor Cerda asked that she speak to the Chief of Police on her way out.
- 2) Bryant Avila, accompanying him was his neighbor, Alex. Mr. Avila wanted to bring to the Council's attention the issue they are experiencing on Berendo and Redondo Beach Blvd where there have been multiple crashes; he is requesting camera installation and bumps on Berendo to stop the speeding. Alex, the neighbor also expressed his concerns and spoke of about all the tragedies in this area. Mayor Cerda asked them to speak to the Chief of Police to help.
- 3) Travis Hernandez, Interim Manager for the Masao W. Sato Library; he came to announce library events for the Gardena Mayme Dear and the Masao W. Sato Libraries.

11.A PUBLIC COMMENTS

- 1) Mina Semenza - noted for the record the three (3) public comment emails that were received. For the record there were two (2) public comment emails that came in under Oral Communications. The comments were posted on our website, the Council was provided copies and copies were put in the Public Review binder at the entrance of the Council Chamber.

12. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 12.A Approve Citywide Copier Contract with M&S Technology Group, LLC (Doing Business as Circle) for an estimated \$308,373 for the period December 1, 2023 through December 1, 2028

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions. There were no public speakers.

Mayor Pro Tem Henderson and Francis had questions regarding the new printers and the maintenance of the copiers. City Manager Osorio answered all questions.

It was moved by Mayor Pro Tem Henderson, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Proposal:

Ayes: Mayor Pro Tem Henderson, Council Members Tanaka, Francis and Love, and Mayor Cerda

Noes: None

Absent: None

13. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 13.A ORDINANCE NO. 1856, Amending Chapters 18.04 and 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17

ORDINANCE NO. 1856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTERS 18.04 AND 18.13 OF THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17

City Manager Osorio presented the Staff Report.

Senior Planner, Amanda Acuna gave the PowerPoint presentation and was available to answer any questions. Assistant City Attorney, Lisa Kranitz and Director of Community Development, Greg Tsujiuchi were present to answer any questions.

At 8:44 p.m., Mayor Cerda announced that the Public Hearing was open. She asked if anyone had asked to speak on this item and if the Council had any comments or questions.

Public speaker: Mariya Wrightsman, spoke in opposition to Ordinance No. 1856.

City Clerk Semenza added that we received one (1) public comment email that was given to all Council Members tonight and entered into the record.

Questions and comments were made by Council Members Francis and Tanaka regarding Ordinance No. 1856. Senior Planner Acuna answered all questions.

At 8:52 p.m., Mayor Cerda then announced that the Public Hearing was closed.

Ordinance No. 1856 was introduced by Council Member Francis.

It was moved by Council Member Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Introduce Ordinance No. 1856:

Ayes: Council Members Francis and Tanaka, Mayor Pro Tem Henderson, Council Member Love, and Mayor Cerda

Noes: None

Absent: None

- 14. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES – *No Items***
- 15. DEPARTMENTAL ITEMS – POLICE – *No Items***
- 16. DEPARTMENTAL ITEMS - PUBLIC WORKS – *No Items***

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – *No Items*

18. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items*

19. COUNCIL ITEMS

19.A Discuss and Consider the Revised City Council Policy Statement prohibiting the City from co-hosting any events with individual City Council Members

City Manager Osorio presented the Staff Report.

Mayor Cerda asked if anyone asked to speak on this item and if the Council had any comments or questions.

Public Speakers: Carrie Scott and Barbara Phillips spoke in opposition.

Mayor Cerda commented and answered their questions.

Tamara Williams spoke and voiced her concerns about properly educating everyone on what this subject is truly about.

Questions and comments were made by Council Member Love, Mayor Cerda, Council Members Francis and Tanaka, and Mayor Pro Tem Henderson.

City Manager Osorio itemized the proposed revisions that were noted as follows:

- (1) Removing the Brown Act language – all Members of the Council agreed.
- (2) Pertaining to Non-profits, the suggested phrase is as follows: If the event is co-hosted with a Non-Profit 501(c)(3) the Council Member names will not be listed – all Members of the Council agreed.

Mayor Cerda made a motion to adopt the revised City Council Policy Statement considering the removal of the Brown Act and adding the verbiage stated by City Manager Osorio as it relates to the Non-Profits and removing Council Members' names. City Manager Osorio clarified that it will be called just “Non-Profits”.

City Attorney Vasquez stated that the concern would be if all the Non-Profits that the city co-sponsors events with are 501(c). She believes that the intent of the Council is that it does not affect all Non-Profits.

Mayor Cerda paraphrased her motion to adopt the revision of the City Council Policy Statement, with the exception of the Brown Act and adding the verbiage Non-Profits and take off the individual names of the Council Members.

Council Member Francis then asked if we could add “Community Organizations” as a friendly amendment to Mayor Cerda’s motion.

Council Member Francis asked if we could add the language to the last sentence that reads “unless the Non-Profit or Community Organization chooses to include all five names.”

City Attorney Vasquez then stated for clarification to Madam Mayor's motion that you are trying to adopt the proposed policy statement with the exception of bullet point 4, as it pertains to bullet point 3 after the period, after it says social media, to include language that would state if the event is co-hosted with a Non-Profit or a Community Organization, Council Member names will not be listed, unless the Non-Profits or Community Organization chooses to include all five names. She then asked if that is your motion Madam Mayor.

Mayor Cerda then said that's not the motion she would like to make.

Council Member Love then stated this was never about Non-Profits; she then asked for clarification if a Non-Profit partners with the City, that the Non-Profit does not have to provide insurance.

City Attorney Vasquez stated if the event is being co-hosted with the City, the City's insurance is in place.

Mayor Cerda then asked City Attorney Vasquez for clarification of the motion.

City Attorney Vasquez clarified the motion.

Council Member Love asked do we have to include the Non-Profits and Community Organizations or if we could just keep it with the Council and the City, leave it the way it was originally written.

City Attorney Vasquez replied a lot of your City events are co-hosted with Community organizations, and Non-Profits on those flyers as you see, it names the organization and the City or Gardena; as it currently states, if you don't carve out language that the event is co-hosted with a Non-Profit or Community Organization, all Council Members names will be listed.

Council Member Francis then stated the way it's going, she is concerned about Non-Profits and Community Organizations.

Mayor Cerda then stated the best option is that City events include the City of Gardena.

It was moved by Mayor Cerda, seconded by Council Member Francis, and carried by the following roll call vote to Adopt the Adoption of the revised City Council Policy Statement taking off bullet point number 4 as it relates to the Brown Act; All event flyers must list the name City of Gardena only when Co-hosting as a Non-Profit or Community Organization:

Ayes: Mayor Cerda, Council Member Francis, Mayor Pro Tem Henderson and Council Member Tanaka

Noes: Council Member Love

Absent: None

20. COUNCIL DIRECTIVES

Council Member Francis

- 1) Asked staff to amend the Ordinance to include the Beautification Commission and Gardena Economic Business Advisory Commission (GEBAC) to receive compensation to commensurate with all other commissions with the exception of the Planning Commission and Youth Commission who receive different compensation - ***Council Member Love seconded it.***

Purpose – To equalize our policy.

Reason – To create inclusiveness.

Benefit – To make it fair to all boards and commissions.

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

- 1) Memo regarding an update on Council directive on the Neighborhood Resilience Initiative Grant. Basically, this is a long process, and we are currently working with the COG to determine several options.
- 2) City Manager Osorio wished Mayor Pro Tem Henderson, Director Rigg, and Assistant City Attorney Kranitz a Happy Birthday. He also wished Khoi a Happy Birthday.

Mayor Cerda wished Khoi Quach (city staff member) a special Happy Birthday.

22. COUNCIL REMARKS

- 1) COUNCIL MEMBER FRANCIS – Since the last Council Meeting, Council Member Francis attended the Youth Baseball Awards Banquet, Gardena Holly Park Homeowner’s Association, Al Muratsuchi’s Town Hall Meeting, and Peary Middle School’s Community Garden Grand Re-Opening, where she was also a speaker. She remarked how only two weeks prior, on Keep Gardena Beautiful Day, they filled up three bins with weeds and trees. Now the paths were clear, and sidewalks were visible with twenty-four community plots laid out. She described it as a wonderful event for the community and young people to work on gardening projects. She went on to share that when she first got on the Council, she had some concerns about the relationship and partnership between our Gardena Community of Schools. She spoke with former Superintendent Romero, Superintendent Spicer (?) and arranged a meeting with Chief Saffell and our school administration to get further clarification of relationships and how we can all work together. She referenced our mission statement to get young people involved to promote civic engagement and grow better participants in our community. She then reminded everyone that she, in collaboration with Senator Bradford, Assemblymember Tina McKinnor and Neighborhood Housing Services for Los Angeles County, will be hosting a Homeownership Fair on Saturday, October 14, 2023, from 9:00 a.m. to 1:00 p.m. at Rowley Park Auditorium. They will

be discussing how to straighten out your credit, how to get financial assistance through loans, down payment assistance for low to moderate income holders, available financing for ADUs and promoting Don't Move, Improve, which encourages people to improve their homes as opposed to relocating and buying a bigger property. She said she hopes to see everyone at the event. She closed her remarks by reiterating a statement she has said in previous council meetings, that she is aware there is a lot of scary stuff and craziness going on in our world but keep the faith. Remember better days are coming, even when it's hard to see or believe, better days are coming, it's been promised.

- 2) COUNCIL MEMBER TANAKA – Attended the Finance Committee Meeting and is overjoyed at how our finances are in our city right now. Attended the COG Board Meeting, where they have a travel network that's being put in place. Shared that the City of El Segundo will be the first to present said network on Wednesday, November 8, 2023, in El Segundo. He attended the Fur Baby Love Fest event, which he claimed is getting bigger and better every year. Was honored to attend Gardena High School's Career Day as a speaker and remarked that there are some really bright and awesome young students there. Attended the Police Department's Citizens Academy and commented on how they're fired up and ready to do work for our Police Department! He recommended that if anyone has a chance and would like to get involved in the Police Department and do stuff for our city, that's the place to start. He also was in attendance at the Police Department's Employee Recognition Day and gave thanks to the foundation POA for a great event. He congratulated all the sworn and non-sworn that received awards this year. He said it goes to show the excellent service our Police Department serves our community with, how everybody should be very proud of what our department does and how we continually set the example for other Police Departments, especially in the South Bay. He thanked our Chief and Police Department for assisting Manhattan Beach PD. They recently covered calls for them, which their Police Chief and City Council recognized our department for, while they recover from the loss of Officer Chad Swanson. Once again thanked our Chief and Police Department and remarked, "we love you." Attended the COG Steering Committee Meeting, for which he will be hosting a legislative meet and greet for on Thursday, October 12, 2023. On a side note, he wanted to wish a Happy Birthday to The Admiral, Captain Osorio's dad, as he turned 85 years old. He hopes to see everyone attending the K9 Breakfast, in support of our K9 program and Police Department, followed by the Harvest Festival immediately after. He shared that he promised Director Santin that he would wear pink for the council meeting in honor of Breast Cancer Awareness Month and encouraged people to support the cause and help out. Lastly, he asked we pray for Israel as there is a terrible war going on right now.
- 3) COUNCIL MEMBER LOVE – Attended the Fur Baby Love Fest and shared the same sentiment as Councilmember Tanaka, that every year the event gets larger. She suggested a possible name change for the event in the future seeing as how it's branching out to include birds and lizards. Commended the Recreation and Human Services Department for doing an amazing job hosting the event and bringing out all the vendors that supply the pets with all the resources they need. She attended the Fall Games at Freeman Park where she had the honor of meeting the Police Department from Pasco, Washington. The officers came down to Gardena to pick the brain of our Chief of Police and learn how we do district policing. She remarked on

how the Gardena Police Department did an amazing job, as always, hosting them. She said it speaks to our Police Department and what they do and how they're setting a trend and leading the pack on having another state's police department come down and find out how we are doing things and how they can do the same in Washington. She attended the Serra High School Homecoming Game and Peary Middle School Grand Opening of the garden. She was there on Keep Gardena Beautiful Day, along with Councilmember Francis, and said it was atrocious at that time. To go back weeks later and see it level and all raked up and be able to walk through was pretty amazing. They are so proud of the garden and excited to get it back up and running. She spoke to Mr. Vizthum about the tools and supplies they need because after the pandemic they lost a lot. She asked him to put together an Amazon Wish List so she can post it and see if the community can help in buying supplies. She knows firsthand the impact of the garden and lives that it's changed. She went on to share a story of how she took in two young homeless girls that worked at the garden through the Detours Program on 135th St. She was able to provide them with a place to stay for nine months, so the garden should not be discounted as being a place to just go plant and harvest at, but to recognize the work they do and the impact on the lives it has on the young kids coming up through the junior high system. She commended Ms. Ramirez and the staff at Peary Middle School for getting the garden started again and sees their passion for it. She attended the Second Time Around meeting where Congresswoman Waters brought Senator Barbara Lee to speak to the members of the Second Time Around Club. She apologized to the Police Department for not attending their Employee Recognition. In closing, she asked that we all pray for the family of fallen officer, Chad Swanson, and what's going on in Israel.

- 4) MAYOR CERDA – Attended the Finance Committee Meeting and she, along with councilmember Tanaka, would like to thank our committee for doing an amazing job. We'll hear later some of the great things that our city is doing to keep our numbers up high and be in a good place financially. Gave a special thanks to them and our City Treasurer, Guy Mato, for making sure we had an amazing finance meeting with all the good news. Attended a Conference of Mayors meetings that Second District Supervisor Holly Mitchell had, where mayors from neighboring cities addressed different things, they're doing in their prospective cities. Commented on how these meetings are always good because you get to share ideas, as she was able to share with them what we're doing in Gardena, and it's good to know our neighboring cities are doing some great things. Supervisor Mitchell also gave them an overview of what's going on in the Second District. Attended Fall Games and something that really stood out to her was that a couple people from neighboring cities were so thankful these kinds of events happen during the week because their cities don't have any and they're so appreciative of all the events we have. She gave kudos to the staff for putting these events on, as they benefit not only Gardena, but surrounding cities as well. Attended ICMA conference, Community Safety meeting where several different police agencies got together at the Nakaoka Community Center to talk about some of the issues as they related to the unincorporated part of LA. Our role in it is making sure that those issues of homelessness and RVs don't creep over into Gardena. A lot of good information came out as far as who businesses and residents can call if they see graffiti or any type of crime. Attended the Youth Baseball Parent wrap up meeting, where coaches and parents can share with our staff what works well and what doesn't and how we can always improve our park activities. She commended Recreation and Human Services for initiating these wrap up meetings now after every season.

Attended a ceremony at Mayor Karen Bass' house where they honored Nancy Pelosi for her work as being the former speaker of the house and said it was great to attend. Attended the candlelight vigil for Manhattan Beach PD officer Chad Swanson, who recently passed away in a car accident, along with Chief Saffell. Briefly attended the Town Hall Meeting with assemblymember Al Muratsuchi and later that same day attended the Game On event at the Nakaoka Community Center. Attended the Police Foundation Employee Recognition Luncheon and gave kudos to their department for all the great things that our officers and non-sworn in ones are doing. Said they are doing some amazing things to keep our community safe so a special thank you to them. Attended the Second Time Around Club's meeting and remarked on how Congresswoman Waters was there along with Congresswoman Barbara Lee. Attended the Gardena Carson YMCA charity golf tournament reception, a great non-profit doing amazing things in our community. Commended Public Works on all the great things they are doing, said she loves to brag about their department and tell everybody they are doing \$71 million in capital improvements, and she thanked them for doing a great job. Attended International City and County Managers Association conference with our City Manager. Gardena was 1 of 5 cities out of 15,000 that were recognized for all the great things we do. A few breakout sessions she attended were: Changing the Culture, Winning Atop a Workplace award, Engaged Employees versus Disengaged Employees and how to get disengaged employees back engaged again, Community Outreach versus Community Engagement and Leveraging Relationships to Revitalize your Downtown Areas. Talked about homelessness, short term rentals, ways of engaging residents as it relates to housing needs, neighborhood partnership models to build community and initiate projects. Stated there were 5 days of conferences and she tried to attend as many as she could as they all had great information.

- 5) MAYOR PRO TEM HENDERSON – Attended the Parks and Recreation Master Plan Workshop at the Nakaoka Community Center, his 101 interview with the parks consultant, where there was a great dialogue in regard to different things they'd like to see in our parks. Attended the Mobility 21 Expo, said he has now been immersed in the waters of transportation because of Mr. Ernie Crespo, so he will definitely look for some opportunities for us there. Thanked Mr. Allan Rigg for his presentation of highlighting and summarizing for our community all the capital improvement projects that we have, and he appreciates the leadership of the City Manager and Department Heads in regard to the prior plan development that we're working on because as we have tighter plans that allows us to secure funding for all the things that we have to do. Attended the swearing in of Independent Cities Association's new president, Councilman Richard Montgomery, out of the City of Manhattan Beach. He is his president elect so he'll be planning their next seminar in Santa Barbara in February. Said he's taking it back to the old school in regard to cities helping cities and wants to make sure that we're all observing best practices where they're applicable in our communities. Attended his SCAG Community and Economic Housing Development Committee as well as his Regional Council Meeting. In that meeting there's an opportunity for communities out of the six counties to secure funding for innovation and housing, he had a robust discussion about that, said there's also a few communities that really have some interesting approaches to housing, so they voted to support them with funding. Attended Al Muratsuchi's Town Hall Meeting at the Nakaoka Community Center. He, along with Councilmember Francis, Mayor Cerda,

Chief Saffell and our City Manager were all in attendance to answer questions in regard to our local community, so he wanted to thank them all for that. Attended Gardena Police Department's Employee Recognition, described it as a great event to be an active participant at. Talked about community policing and making sure that there's always going to be equity. One thing he noticed about our police force is that it's diverse as far as ethnicity and demographics, so we want to continue that. Gave kudos to Chief Saffell for that and making sure we uphold our morals in regard to making sure everybody's involved. Attended a few community visits and business visits just to see what we could do better. Got some feedback that he will share at a later date and time in regard to how we can still work to move Gardena forward as a collective. He concluded by reminding everyone to continue to pray for one another, right now society really seems like it's off the rails and we have conflicts all over the world and we don't want to have community conflict so let's just stay prayerful for one another.

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

- 1) City of Gardena Helping Hands Program beginning, Monday, October 9, 2023, through Friday, December 11, 2023. Embrace the spirit of giving by supporting the City's Helping Hands Program by donating NEW unwrapped toys, books, art supplies, board games, sports equipment & gift cards! Don't have time to shop? Monetary donations are accepted and welcomed via www.cityofgardena.org/events. For more information contact the Nakaoka Community Center.
- 2) Memory Loss & Alzheimer's: Let's Talk – Join us for an Informative Session on Thursday, October 12, 2023; 3 pm – 4 pm at the Nakaoka Community Center. Topics Covered: Understanding Alzheimer's Disease; Causes of Memory Loss; Differentiating Normal Aging from Dementia; What to Do When You Visit the Doctor.
- 3) Los Angeles Lakers vs. Golden State Warriors, Friday, October 13, 2023, Depart from City Hall: \$35 Residents; \$45 Non-Residents.
- 4) Journey of Hope, Friday, October 13, 2023, 6 pm – 8 pm at the Nakaoka Community Center. The City of Gardena in partnership with Rainbow Services is hosting an empowering event to learn about domestic violence prevention and honor those in our community impacted by domestic violence.
- 5) 23rd Annual Pancake Breakfast on Saturday, October 14, 2023, 7:00 am – 10:00 am at the Nakaoka Community Center, the price is \$6.00. Immediately following:
- 6) Harvest Festival, Saturday, October 14, 2023, 10:00 am – 2:00 pm at City Hall Complex. On this same day is the Home Buyer Fair which will be at Rowley Park at 9:00 am – 1:00 pm, providing a variety of home-buying services.
- 7) Hands-Only CPR Training, Friday, October 20, 2023, at the Nakaoka Community Center from 11 am – 12 noon. Register online at www.cityofgardena.org/events or call the Senior Bureau to reserve your spot.
- 8) Halloween Spooktacular Dance, Friday, October 20, 2023; 6:30 pm – 9:00 pm at the Nakaoka Community Center. Music, Costume Contest, Refreshments & More.
- 9) Fall Carnival 2023, Rides, Games, Food: Friday, October 20, 2023: 5:00 pm – 10:00 pm; Saturday, October 21, 2023: 2:00 pm – 10:00 pm; Sunday, October 22, 2023: 2:00 pm – 10:00 pm., at Mas Fukai Park. Carnival Pre-Sale Option and One-Day Unlimited Rides Wristband – vary prices.

24. REMEMBRANCES

Officer Chad Swanson, age 35; Officer Swanson worked with the Manhattan Beach Police Department and was a beloved father and husband.

Deputy Ryan Clinkunbroomer, age 30; Deputy Clinkunbroomer worked with the Los Angeles County Sheriff's Department.

Joshua Pharr, age 11; Joshua was part of the City of Gardena's After School Program. Joshua was tragically killed in a car accident.

Senator Dianne Feinstein, age 90; first elected to the U.S. Senate from California in 1992.

Mrs. Joy Nanette Bull, 56 years old, the beloved daughter of Rev. John E. Ward, Sr. Pastor of First Southern Baptist Church of Gardena, and of Mrs. Nancy L. Ward, former Executive Office Assistant who retired from the City of Gardena in December 2021.

25. ADJOURNMENT

At 10:38 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, October 24, 2023.

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

APPROVED:

Tasha Cerda, Mayor

By: _____
Becky Romero, Deputy City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: October 19, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

October 24, 2023 TOTAL WARRANTS ISSUED: \$2,384,678.04

Wire Transfer: 12560-12566
Prepay:
Check Numbers: 173725-173887
Checks Voided:

Total Pages of Register: 19

October 20, 2023 TOTAL PAYROLL ISSUED: \$2,330,705.17



Guy Mato, City Treasurer

Voucher List
 CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12560	9/29/2023	112326 LWP CLAIMS SOLUTIONS INC.	092923		WORKER'S COMP CLAIMS	6,316.27
					Total :	6,316.27
12561	10/4/2023	112401 PINNACLE CLAIMS MANAGEMENT INC	100423		HEALTH INSURANCE CLAIMS	52,041.64
					Total :	52,041.64
12562	10/5/2023	112441 ANTHEM BLUE CROSS LIFE &, HEALTH INSUF	365998686170		HEALTH INSURANCE CLAIMS	20,029.34
					Total :	20,029.34
12563	10/6/2023	111016 KAISER FOUNDATION HEALTH PLAN	OCTOBER 2023		HEALTH INSURANCE	342,818.17
					Total :	342,818.17
12564	10/6/2023	419630 U.S. BANK	2389021		2014 LEASE REVENUE REFUNDING BC	217,899.33
					Total :	217,899.33
12565	10/6/2023	419630 U.S. BANK	2389020		2021 LEASE REVENUE BONDS	238,000.00
					Total :	238,000.00
12566	10/10/2023	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4799		HEALTH INSURANCE CLAIMS	731.31
					Total :	731.31
173725	10/24/2023	104606 2 BROTHERS TIRES & WHEELS	27247 27281 27288		PD VEHICLE TIRE SERVICES PD VEHICLE TIRE SERVICES PD VEHICLE TIRE SERVICES	222.00 88.00 20.00
					Total :	330.00
173726	10/24/2023	101748 AFTERMARKET PARTS COMPANY LLC, THE	83128462 83159128 83161924 83162143 83163531 83167547 83167548 83169386	037-10275 037-10275 037-10275 037-10275 037-10275 037-10275 037-10275 037-10275	GTRANS AUTO PARTS GTRANS AUTO PARTS	1,135.24 930.38 1,367.20 1,216.54 506.47 1,549.73 442.41 731.38
					Total :	7,879.35
173727	10/24/2023	112639 ALL GREEN ELECTRONICS, RECYCLING, LLC	4015088		DATA DESTRUCTION SERVICES	1,290.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173727	10/24/2023	112639	112639 ALL GREEN ELECTRONICS, RECYCLING (Continued)			Total : 1,290.00
173728	10/24/2023	112667	ANDERSON, JESSICA	10/02-10/04	ADA COMPLIANCE TRAINING	100.00
						Total : 100.00
173729	10/24/2023	101628	AQUA-FLO SUPPLY	SI2192600	PARK MAINT SUPPLIES	192.61
				SI2192601	PARK MAINT SUPPLIES	96.22
						Total : 288.83
173730	10/24/2023	104687	AT&T	20677511	TELEPHONE	202.68
						Total : 202.68
173731	10/24/2023	616090	AT&T	3103232408	10/01/23 TELEPHONE	4,637.32
						Total : 4,637.32
173732	10/24/2023	111170	AT&T FIRSTNET	287290395417X101023	023-01492 PD CELL PHONE ACCT #287290395417	389.14
				287290395417X7102023	PD CELL PHONE ACCT #287290395417	388.29
				287290395417X8102023	023-01492 PD CELL PHONE ACCT #287290395417	388.00
				287290395417X9102023	023-01492 PD CELL PHONE ACCT #287290395417	388.53
				287290885074X101023	023-01492 CITYWIDE CELL PHONE ACCT #287290	1,660.47
				287293420631X101023	023-01492 PD CELL PHONE ACCT #287293420631	148.99
				287295242065X101023	023-01492 PD CELL PHONE ACCT #287295242065	262.47
				287295242065X8102023	023-01492 PD CELL PHONE ACCT #287295242065	261.06
				287295242065X9102023	023-01492 PD CELL PHONE ACCT #287295242065	261.06
				287298156560X101023	023-01492 CITYWIDE CELL PHONE ACCT #287298	1,765.85
				287303490376X101023	023-01492 BUS CELL PHONE ACCT #28730349037	1,557.63
				287324972943X101023	023-01492 GTRANS CELL PHONE ACCT #2873249	50.78
						Total : 7,522.27
173733	10/24/2023	100474	AT&T LONG DISTANCE	101223	TELEPHONE	110.75
						Total : 110.75
173734	10/24/2023	100964	AT&T MOBILITY	287275680401X090123	PD CELL PHONE ACCT #287275680401	147.67
				287275680401X100123	PD CELL PHONE ACCT #287275680401	147.67
				828667974X10162023	CM CELL PHONE ACCT #828667974	86.46
				835577878X09012023	PD CELL PHONE ACCT #835577878	645.18
				835577878X10012023	PD CELL PHONE ACCT #835577878	645.18

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173734	10/24/2023	100964 100964 AT&T MOBILITY			(Continued)	Total : 1,672.16
173735	10/24/2023	102880 AUTOPLEX, INC.	15223		2019 FORD F-250 SERVICE & REPAIR	774.71
					Total :	774.71
173736	10/24/2023	110686 AZTECH ELEVATOR COMPANY	AZ18057	024-00958	ELEVATOR MAINTENANCE - NCC	285.00
			AZ18058	037-10244	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ18059	024-00958	ELEVATOR MAINTENANCE - PW	285.00
			AZ18060	024-00958	ELEVATOR MAINTENANCE - NCC	100.00
			AZ18061	024-00958	ELEVATOR MAINTENANCE - CH	100.00
			AZ18062	037-10244	ELEVATOR MAINTENANCE - GTRANS M	83.33
					Total :	1,138.33
173737	10/24/2023	109447 BARON BAG & SUPPLY	0000199848		STREET MAINT SUPPLIES	937.13
					Total :	937.13
173738	10/24/2023	102400 BAYSIDE MEDICAL CENTER	00159410		BLOOD DRAW	254.40
					Total :	254.40
173739	10/24/2023	102035 BD WHITE TOP SOIL CO., INC.	89286		PARK MAINT SUPPLIES	40.79
			89303		PARK MAINT SUPPLIES	121.28
			89307		STREET MAINT SUPPLIES	163.17
			89396		TREE PROGRAM SUPPLIES	122.38
			89516		PARK MAINT SUPPLIES	121.28
					Total :	568.90
173740	10/24/2023	103641 BECNEL UNIFORMS	62281		BUS UNIFORM SUPPLIES	545.22
			62374		BUS UNIFORM SUPPLIES	545.22
					Total :	1,090.44
173741	10/24/2023	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	957972		HONEY BEE NEST REMOVAL - 2145 W	124.00
					Total :	124.00
173742	10/24/2023	104669 BEERLING, NICK	092823		EDUCATIONAL REIMBURSEMENT	1,390.50
					Total :	1,390.50
173743	10/24/2023	111709 BELTRAN, ARMANDO	GEPCO 2023		GEPCO LOAN	2,000.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173743	10/24/2023	111709 111709 BELTRAN, ARMANDO	(Continued)			Total : 2,000.00
173744	10/24/2023	109749 BEVERLY BOY PRODUCTIONS, INC	1937	034-00600	VIDEOGRAPHER SERVICES - JAZZ FE	1,500.00 Total : 1,500.00
173745	10/24/2023	110675 BGB DESIGN GROUP, INC	104274	024-00968	ROWLEY PARK BB COURT REHAB, JN	12,403.80 Total : 12,403.80
173746	10/24/2023	102331 BLUE DIAMOND MATERIALS	3377800		STREET MAINT SUPPLIES	240.48 Total : 240.48
173747	10/24/2023	112184 BONFIRELA PRODUCTIONS	1724	037-10258	LINE 7X DIGITAL DISPLAY MARKETING	7,250.00 Total : 7,250.00
173748	10/24/2023	111902 BPR CONSULTING GROUP LLC	966	032-00144	CONSULTING SERVICES - AUGUST 202	63,280.11 Total : 63,280.11
173749	10/24/2023	102383 BROCK, DAVID	09/25-09/29.		ICI MGMT TRAINING	250.00 Total : 250.00
173750	10/24/2023	105008 CALIFORNIA BUILDING STANDARDS, COMMIS JUL-SEP 2023			BUILDING STANDARDS ADMIN SPECIA	3,028.50 Total : 3,028.50
173751	10/24/2023	103029 CALIFORNIA FENCE & SUPPLY	202374C	024-00963	ROWLEY PARK FENCING REPLACEME	41,462.00 Total : 41,462.00
173752	10/24/2023	103029 CALIFORNIA FENCE & SUPPLY	202360IR	024-00935	CITY HALL PARKING GATES & FENCES	24,390.00 Total : 24,390.00
173753	10/24/2023	110313 CALTIP	94-2023-SEPTEMBER	037-10245	INSURANCE CLAIMS DEDUCTIBLE - SE	22,429.60 Total : 22,429.60
173754	10/24/2023	823003 CARL WARREN & COMPANY	CWC-2036912 SEPTEMBER 2023		CLAIMS MANAGEMENT CLAIMS MANAGEMENT	85.00 4,719.00 Total : 4,804.00
173755	10/24/2023	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF 44109			LEGAL SERVICES	180.00 Total : 180.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173756	10/24/2023	303331 CDTFA	JUL-SEP 2023		UNDERGROUND STORAGE TANK MAIN	1,657.00
					Total :	1,657.00
173757	10/24/2023	111966 CELEDON'S EXERCISE EQUIPMENT, SERVICE 3129			GTRANS FITNESS EQUIPMENT MAINT	350.00
					Total :	350.00
173758	10/24/2023	110605 CHANDLER ASSET MANAGEMENT	2309GARDENA	013-00031	INVESTMENT MGMT SERVICES - SEPT	2,496.23
					Total :	2,496.23
173759	10/24/2023	108378 CHARLES E. THOMAS COMPANY INC.	101606	037-10273	REPLACED GASOLINE FUEL FILTERS	759.06
			104212	037-10246	DESIGNATED OPERATOR SERVICES	210.83
					Total :	969.89
173760	10/24/2023	110215 CLEVER DEVICES LTD	PI00014767	037-09906	PURCHASE AND INSTALLATION OF GR	7,306.79
			PI00014768	037-09906	PURCHASE AND INSTALLATION OF GR	9,438.00
					Total :	16,744.79
173761	10/24/2023	102388 COPYLAND, INC.	83969	037-10278	GTRANS - 5.5X8.5 STATEMENT OF SHC	1,037.37
					Total :	1,037.37
173762	10/24/2023	103353 CRM COMPANY, LLC.	LA23591		SCRAP TIRE DISPOSAL FEE	69.50
			LA23624		SCRAP TIRE DISPOSAL FEE	69.50
			LA23633		SCRAP TIRE DISPOSAL FEE	69.50
					Total :	208.50
173763	10/24/2023	104736 D&R OFFICE WORKS, INC.	0128906	034-00622	NCC OFFICE FURNITURE	6,138.13
					Total :	6,138.13
173764	10/24/2023	102228 DAILY BREEZE	0011623368		NOTICE REQUESTING FOR BIDS	299.01
					Total :	299.01
173765	10/24/2023	104222 DELL MARKETING L.P.	10699218014	023-01477	BACKUP UPS FOR SERVER ROOM	5,794.02
					Total :	5,794.02
173766	10/24/2023	104310 DEPARTMENT OF CONSERVATION	JUL-SEP 2023		STRONG MOTION INSTRUMENTATION	10,957.26
					Total :	10,957.26
173767	10/24/2023	103241 DP STAR AUTOMOTIVE, INC.	69691		SMOG INSPECTIONS - 2007 CHEVY 250	50.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173767	10/24/2023	103241 DP STAR AUTOMOTIVE, INC.	(Continued) 69711 69793		SMOG INSPECTIONS - 2013 FORD F350 SMOG INSPECTIONS -2013 FORD F350	50.00 50.00
Total :						150.00
173768	10/24/2023	109416 E S SPORTS	11790 11791 11792		CUSTOM GRAPHICS FOR UNIT PE-9 CUSTOM GRAPHICS FOR UNIT P16 CUSTOM GRAPHICS FOR UNIT V-1	427.80 47.00 105.00
Total :						579.80
173769	10/24/2023	105418 EMPIRE CLEANING SUPPLY	S6077250		CUSTODIAL SUPPLIES	793.26
Total :						793.26
173770	10/24/2023	105778 ENNIS PAINT, INC.	452569		SIGNS/SIGNALS SUPPLIES	1,306.46
Total :						1,306.46
173771	10/24/2023	106459 ENTERPRISE FM TRUST	FBN4851307 FBN4857616	023-01487 023-01487	ENTERPRISE LEASE - OCTOBER 2023 ENTERPRISE LEASE - OCTOBER 2023	6,824.60 5,609.46
Total :						12,434.06
173772	10/24/2023	100898 ESPINOZA, JOSE	100923		EMPLOYEE SPOT-ON RECOGNITION	200.00
Total :						200.00
173773	10/24/2023	112200 ESTRADA, PRISCILLA	09/25-09/27		ANNUAL JAIL TRAINING - PER DIEM	150.00
Total :						150.00
173774	10/24/2023	105650 EWING IRRIGATION PRODUCTS	20688435 20689406 20744402 20783729		PARK MAINT SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES PARK MAINT SUPPLIES	1,485.01 37.90 167.01 25.53
Total :						1,715.45
173775	10/24/2023	105539 FACTORY MOTOR PARTS CO.	109-900830 12-5554471		PW AUTO PARTS PW AUTO PARTS	518.70 186.10
Total :						704.80
173776	10/24/2023	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2503802309		DRUG TEST/ADMIN FEE	530.29

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173776	10/24/2023	103083 103083 FIRST ADVANTAGE LNS OCC HEALTH, S	(Continued)			Total : 530.29
173777	10/24/2023	106465 FOX FIRST AID & SAFETY INC	71167 71168		PARK MAINT SUPPLIES STREET MAINT SUPPLIES	72.77 105.84 Total : 178.61
173778	10/24/2023	107030 GARDENA AUTO PARTS	172786		PW AUTO PARTS	35.17 Total : 35.17
173779	10/24/2023	107011 GARDENA VALLEY NEWS, INC.	00134465 00134883 00135247		PUBLIC NOTICE - JAG GRANT NOTICE OF REQUEST FOR PROPOSAL NOTICE OF PUBLIC HEARING	168.32 100.00 210.00 Total : 478.32
173780	10/24/2023	619005 GAS COMPANY, THE	10022023 100623		GAS CNG FUEL	22.11 1,176.53 Total : 1,198.64
173781	10/24/2023	111964 GCAP SERVICES, INC.	17 18	037-10116 037-10116	CNG PROJECT LABOR COMPLIANCE A CNG PROJECT LABOR COMPLIANCE A	403.75 501.25 Total : 905.00
173782	10/24/2023	106470 GILLIG LLC	41074715	037-10270	GTRANS AUTO PARTS	951.63 Total : 951.63
173783	10/24/2023	111798 GOBBLE, SCOTT	10012023 100123	024-00875 024-00875	GARDENA BLVD DECORATIVE LIGHTIN COMMUNITY AQUATIC CENTER PROJE	1,350.00 1,312.50 Total : 2,662.50
173784	10/24/2023	619004 GOLDEN STATE WATER CO.	100523		WATER	12,074.93 Total : 12,074.93
173785	10/24/2023	112502 GORDON, CHRISTOPHER	09/24-09/27		IMSA SAFETY TRAINING	100.00 Total : 100.00
173786	10/24/2023	107513 GRAINGER	9821430346 9840418975 9853143650		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	-11.60 1,217.74 310.43

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173786	10/24/2023	107513 GRAINGER	(Continued)			
			9855445459		BUS FACILITY SUPPLIES	38.04
			9855445467		BUS FACILITY SUPPLIES	290.72
			9855445475		BUS FACILITY SUPPLIES	67.87
			9858508501		BUS FACILITY SUPPLIES	85.60
			9862280956		BUS FACILITY SUPPLIES	71.82
			9862847432		BUS FACILITY SUPPLIES	9.50
			9862847440		BUS FACILITY SUPPLIES	139.31
			9862890572		BUS FACILITY SUPPLIES	13.78
			9863246725		BUS FACILITY SUPPLIES	78.20
					Total :	2,311.41
173787	10/24/2023	112374 GRIFFIN STRUCTURES, INC.	GSI-GCASC-09	024-00910	AQUATIC & SENIOR CENTER PROJECT	5,908.50
					Total :	5,908.50
173788	10/24/2023	112665 GUNAWAN, RETA	PERMIT #50021-0898		PERMIT DEPOSIT REFUND - 15326 DAF	10,000.00
					Total :	10,000.00
173789	10/24/2023	112611 GUNNER CONCRETE	O-0011654		STREET MAINT SUPPLIES	624.07
					Total :	624.07
173790	10/24/2023	110489 GYPSY SERVICES	16792		CANDLELIGHT ENTERTAINMENT SERV	450.00
					Total :	450.00
173791	10/24/2023	112076 HERNANDEZ, ROSA	022 10/11/23		INTERN SERVICES - 09/28-10/11/23	1,386.00
					Total :	1,386.00
173792	10/24/2023	108434 HOME DEPOT CREDIT SERVICES	0546622		PD PROGRAM SUPPLIES	60.16
			4041699		PD PROGRAM SUPPLIES	146.36
			4257004		GTRANS MAINT SUPPLIES	456.44
			5041519		PD PROGRAM SUPPLIES	289.08
			6613133		REC PROGRAM SUPPLIES	22.78
			7504966		REC PROGRAM SUPPLIES	1,189.04
			7970322		GTRANS MAINT SUPPLIES	636.09
			9902269		PD PROGRAM SUPPLIES	95.75
					Total :	2,895.70
173793	10/24/2023	109667 I.D. SYSTEMS & SUPPLIES CO.	45472		PD PROGRAM SUPPLIES	366.83

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173793	10/24/2023	109667 109667 I.D. SYSTEMS & SUPPLIES CO.	(Continued)			Total : 366.83
173794	10/24/2023	111593 INTER-CON SECURITY SYSTEMS INC	BD0268010		FWB SECURITY SERVICES - SEPTEMB	1,530.90
						Total : 1,530.90
173795	10/24/2023	210100 JALOMO, JEFF R.	100923		EMPLOYEE SPOT-ON RECOGNITION	200.00
						Total : 200.00
173796	10/24/2023	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0311133		2012 FORD F350 #1384708 OIL & FILTEI	97.30
						Total : 97.30
173797	10/24/2023	112653 JB3D	43762	035-01291	PD SWAT WALL PROJECT	2,531.81
						Total : 2,531.81
173798	10/24/2023	112663 JOYOUS BALANCED LIVING	BL #38667		REFUND - PENALTIES DISMISSED	150.00
						Total : 150.00
173799	10/24/2023	211429 KEMP, TAMARA	SEP-OCT 2023		DANCE INSTRUCTOR	1,800.00
						Total : 1,800.00
173800	10/24/2023	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	23091101157 23091101506	024-00988 024-00988	INDUSTRIAL WASTE SERVICES TRAFFIC SIGNAL MAINT-HIGHWAY SAF	8,337.02 5,046.90
						Total : 13,383.92
173801	10/24/2023	112614 LAX AUTO REPAIR	18935		2021 FORD INTRCPTR #1615789 OIL &	70.00
						Total : 70.00
173802	10/24/2023	109517 LOAD N' GO BUILDING MATERIALS	27848 27850 27910 27923 27924 27925 27927 27937		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	63.26 31.53 60.08 396.79 59.69 -15.44 14.85 396.79
						Total : 1,007.55
173803	10/24/2023	109563 LUCKY LADY CASINO	0850000212		ECONOMIC ASSISTANCE - SEPTEMBEI	32,830.62

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173803	10/24/2023	109563 109563 LUCKY LADY CASINO	(Continued)			Total : 32,830.62
173804	10/24/2023	112615 LU'S LIGHTHOUSE, INC.	01250949	037-10271	GTRANS SHOP SUPPLIES	609.27
						Total : 609.27
173805	10/24/2023	113301 M & K METAL CO.	345868		BLDG MAINT SUPPLIES	118.19
						Total : 118.19
173806	10/24/2023	105082 MAJESTIC LIGHTING, INC.	ML86129 ML86191 ML86213		GTRANS MAINT SUPPLIES GTRANS MAINT SUPPLIES GTRANS MAINT SUPPLIES	186.32 1,150.26 184.65
						Total : 1,521.23
173807	10/24/2023	113036 MANERI SIGN CO., INC.	40015034		SIGN - 24"X29" COMMUNITY DEVELOPI	137.81
						Total : 137.81
173808	10/24/2023	813030 MANNING & KASS	786721		LEGAL SERVICES	14,189.35
						Total : 14,189.35
173809	10/24/2023	110306 MARIPOSA LANDSCAPES, INC	104586	024-00984	MEDIAN LANDSCAPE MAINTENANCE	8,864.00
						Total : 8,864.00
173810	10/24/2023	113064 MCMASTER-CARR SUPPLY COMPANY	15183286		PW SHOP SUPPLIES	541.61
						Total : 541.61
173811	10/24/2023	113299 MERRIMAC ENERGY GROUP	2227321	024-00964	87 OCTANE REGULAR UNLEADED FUE	27,263.24
						Total : 27,263.24
173812	10/24/2023	109331 MGT OF AMERICA CONSULTING, LLC	53700	023-01434	SB 90 CLAIMS SERVICES	1,725.00
						Total : 1,725.00
173813	10/24/2023	111604 MICRO ELECTRONICS, INC	12713540	023-01483	COMPUTER REPLACEMENT PARTS	727.26
						Total : 727.26
173814	10/24/2023	113295 MUNISERVICES, LLC	INV06-017279 INV06-017280		UUT CELLULAR COMPLIANCE SERVICI UUT WIRED COMPLIANCE SERVICES	162.10 191.52
						Total : 353.62

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173815	10/24/2023	110573 MURILLO, ERNESTO	GEPCO 2023		GEPCO LOAN	2,000.00
Total :						2,000.00
173816	10/24/2023	111785 NOBEL SYSTEMS, INC	15770	024-00977	SEWER PLANS GIS SYSTEM	24,136.00
Total :						24,136.00
173817	10/24/2023	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	80595420	023-01486	RANDOM TESTS	468.00
			80596211	023-01486	RANDOM TESTS	102.00
			80668663	023-01486	RANDOM TESTS	322.00
			80670549	023-01486	RANDOM TESTS	276.00
Total :						1,168.00
173818	10/24/2023	115168 OFFICE DEPOT	329437086		REC OFFICE SUPPLIES	30.86
			329525826		REC OFFICE SUPPLIES	33.06
			332257772		HR OFFICE SUPPLIES	131.18
			332799914		REC OFFICE SUPPLIES	-35.27
			332956858		PD OFFICE SUPPLIES	24.24
			332956982		PD OFFICE SUPPLIES	47.87
			333724448		REC OFFICE SUPPLIES	63.48
			334523061		BUS OFFICE SUPPLIES	52.83
			334564049		PD OFFICE SUPPLIES	201.70
			334572660		BUS OFFICE SUPPLIES	316.86
			334603950		PD OFFICE SUPPLIES	13.10
			335257352		PD OFFICE SUPPLIES	53.32
			335261261		PD OFFICE SUPPLIES	15.41
			335539121		REC OFFICE SUPPLIES	52.68
			335704786		PD OFFICE SUPPLIES	229.04
			336320297		PD OFFICE SUPPLIES	359.39
			336320460		PD OFFICE SUPPLIES	324.11
			336519659		BUS OFFICE SUPPLIES	71.09
			336599753		PD OFFICE SUPPLIES	62.54
Total :						2,047.49
173819	10/24/2023	108921 OMEGA POLYGRAPH	01947	035-01289	PRE-EMPLOYMENT POLYGRAPH EXAM	5,775.00
Total :						5,775.00
173820	10/24/2023	111676 ONYX PAVING COMPANY INC.	23-057-3	024-00974	LOCAL STREETS IMPROVEMENT PRO.	498,268.66

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173820	10/24/2023	111676 111676 ONYX PAVING COMPANY INC.	(Continued)			Total : 498,268.66
173821	10/24/2023	111358 O'REILLY AUTO PARTS	373244		PW AUTO PARTS	379.68
			373350		PW AUTO PARTS	945.14
			373954		PW AUTO PARTS	29.30
			374396		PW AUTO PARTS	-29.30
					Total :	1,324.82
173822	10/24/2023	115810 ORKIN PEST CONTROL	250681282		PEST CONTROL - ACCT #27336703	283.99
			250682079		PEST CONTROL - ACCT #27336703	228.99
					Total :	512.98
173823	10/24/2023	112666 OROZCO, JAIME	09/24-09/27		IMSA SAFETY TRAINING	611.85
					Total :	611.85
173824	10/24/2023	111954 PAN PACIFIC ENVIRONMENTAL GRP	23-1104		STORMWATER DRAIN CLEANING SER\	1,185.00
					Total :	1,185.00
173825	10/24/2023	110403 PENN RECORDS MANAGEMENT	0138345		OFF-SITE STORAGE SERVICES - SEPT	61.75
					Total :	61.75
173826	10/24/2023	111883 PROJECT PARTNERS, INC.	11423	024-00890	PROJECT MANAGEMENT SERVICES	12,100.00
					Total :	12,100.00
173827	10/24/2023	106092 PRUDENTIAL OVERALL SUPPLY	42872231	034-00617	CUSTODIAL SUPPLIES	1,759.28
			42872232	024-00991	UNIFORM & SUPPLY RENTAL	127.70
			42872232 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42872233	034-00616	UNIFORM & SUPPLY RENTAL	41.46
			42872234	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42872235	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42872236	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42872237	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42872238	034-00616	SUPPLY RENTAL - MATS - HS	11.60
			42874197	034-00617	CUSTODIAL SUPPLIES	228.59
			42874198	024-00991	UNIFORM & SUPPLY RENTAL	129.38
			42874198 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42874199	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42874201	034-00616	UNIFORM & SUPPLY RENTAL	41.46

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173827	10/24/2023	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42875994	024-00991	UNIFORM & SUPPLY RENTAL	129.38
			42875994 BAL	034-00616	SUPPLY RENTAL - MATS - PW	15.00
			42875995	034-00616	UNIFORM & SUPPLY RENTAL	39.77
			42875996	034-00616	SUPPLY RENTAL - MATS - GTRANS	50.10
			42875997	034-00616	SUPPLY RENTAL - MATS - NCC	13.65
			42875998	034-00616	SUPPLY RENTAL - MATS - CH	19.00
			42875999	034-00616	SUPPLY RENTAL - MATS - PD	91.60
			42876000	034-00616	SUPPLY RENTAL - MATS - HS	11.60
					Total :	2,964.02
173828	10/24/2023	107419 PULSAR	29361	037-10229	DESIGN AND BRANDING OF NEW ON-L	3,154.25
					Total :	3,154.25
173829	10/24/2023	102283 QUICK COLOR PRINTING	16075		JAZZ FESTIVAL BANNERS	1,857.71
			16089		FWB BANNERS	970.20
					Total :	2,827.91
173830	10/24/2023	112668 RAO, SARA	10/02-10/04		CALPERS EDUCATIONAL FORUM 2023	174.63
					Total :	174.63
173831	10/24/2023	103072 REACH	1023128		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
173832	10/24/2023	104007 REYNAGA, RICHARD	09/25-09/29		SWAT TEAM LEADER TRAINING - PER I	250.00
					Total :	250.00
173833	10/24/2023	118476 RICOH USA, INC.	0932154836	023-01479	RICOH MPC3503 COPIER LEASE - FCC	219.45
			5068175964		RICOH MPC3300SPF COPIER USAGE C	221.74
			5068176233		RICOH MPC3300SPF USAGE CHARGE\$	222.23
			9032154227	023-01479	RICOH DD6650P COPIER LEASE - PRIN	869.13
			9032154320	023-01479	RICOH PRO8100SE COPIER BASE LEA	380.97
			9032154405	023-01479	RICOH MPC3503 COPIER LEASE - ADM	1,012.76
			9032154542	023-01479	RICOH MPC3503 COPIER LEASE - HS	1,114.52
			9032154544	023-01479	RICOH MPC3503 COPIER LEASE - SR. I	1,228.41
			9032154763	023-01479	RICOH MPC3503 COPIER LEASE - GTR	1,511.88
			9032181073		RICOH COPIER USAGE CHARGES - VA	889.95

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173833	10/24/2023	118476 RICOH USA, INC.	118476		(Continued)	Total : 7,671.04
173834	10/24/2023	112433 RIGHTWAY HEALTHCARE, INC	INV14682	023-01485	HEALTHCARE NAVIGATION SERVICES	1,829.75
					Total :	1,829.75
173835	10/24/2023	106263 RISK MANAGEMENT PROFESSIONALS, INC.	230409	024-00882	LOCAL HAZARD MITIGATION PLAN UPI	1,295.00
					Total :	1,295.00
173836	10/24/2023	100387 RIVERA, ALEXANDER J.	100923		EMPLOYEE SPOT-ON RECOGNITION	250.00
					Total :	250.00
173837	10/24/2023	100585 RKA CONSULTING GROUP	33949		ENGINEERING & SURVEYING SERVICE	1,120.00
					Total :	1,120.00
173838	10/24/2023	107551 RUIZ CONCRETE & PAVING INC	100923 #1	024-00999	ARTERIAL IMPROVEMENT PROJECT JH	167,354.37
					Total :	167,354.37
173839	10/24/2023	119126 S.B.R.P.C.A.	04390		CD AUTO PARTS	573.66
					Total :	573.66
173840	10/24/2023	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC 258			PD PROGRAM SUPPLIES	31.42
					Total :	31.42
173841	10/24/2023	119015 SAFETY-KLEEN CORPORATION	92681814		SERVICE AQUEOUS PARTS WASHER	397.03
					Total :	397.03
173842	10/24/2023	112327 SAMI'S REFEREES LLC	09/01-09/30/23 BAL		SPORT REFEREE SERVICES	480.00
					Total :	480.00
173843	10/24/2023	119016 SAM'S CLUB	0335 10/04/23 6986		PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES	113.67 86.11
					Total :	199.78
173844	10/24/2023	105934 SANTIN, STEPHANY	092823		MGMT ANNUAL HEALTH BENEFIT	500.00
					Total :	500.00
173845	10/24/2023	105685 SCHNUR, DIANA	100923		EMPLOYEE SPOT-ON RECOGNITION	500.00
					Total :	500.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173846	10/24/2023	105685 SCHNUR, DIANA	10/02-10/04		ADA COMPLIANCE TRAINING	100.00
Total :						100.00
173847	10/24/2023	108654 SECTRAN SECURITY INC.	23070820 23072188		ARMORED TRANSPORTATION SERVICE ARMORED TRANSPORTATION SERVICE	792.68 1,834.88
Total :						2,627.56
173848	10/24/2023	110731 SHAW HR CONSULTING, INC	009404		PROFESSIONAL SERVICES	77.50
Total :						77.50
173849	10/24/2023	119233 SHERWIN-WILLIAMS CO.	4770-6		STREET MAINT SUPPLIES	286.37
Total :						286.37
173850	10/24/2023	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8095950 8095961	035-01282 035-01282	2018 FORD INTRCPTR #1554676 BATTE 2014 FORD INTRCPTR #1442350 BATTE	292.78 318.20
Total :						610.98
173851	10/24/2023	119378 SMARDAN SUPPLY CO.	S4011744		BLDG MAINT SUPPLIES	129.44
Total :						129.44
173852	10/24/2023	119447 SOUTH BAY FORD	457458		PW AUTO PARTS	1,320.09
Total :						1,320.09
173853	10/24/2023	318010 SOUTHERN CALIFORNIA ASSOC., OF GOVER	SCAG FY24 0062		ANNUAL DUES ASSESSMENT	7,397.00
Total :						7,397.00
173854	10/24/2023	619003 SOUTHERN CALIFORNIA EDISON	101223		LIGHT & POWER	111,887.85
Total :						111,887.85
173855	10/24/2023	108238 SPARKLETTS	15638236 100623		DRINKING WATER FILTRATION SYSTEM	43.00
Total :						43.00
173856	10/24/2023	104126 SPECTRUM	0027122101123		CABLE & BACKUP INTERNET SERVICE	4,133.43
Total :						4,133.43
173857	10/24/2023	119548 ST. JOHN LUTHERAN CHURCH	NOVEMBER 2023		SENIOR CITIZENS DAY CARE	1,100.00
Total :						1,100.00

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173858	10/24/2023	119594 STANLEY PEST CONTROL	COG 0923 COG 0923-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE -2320 W 149	1,304.00 117.00 Total : 1,421.00
173859	10/24/2023	119010 STAPLES ADVANTAGE	3546895228 3546895229 3549611034		PW OFFICE SUPPLIES PW OFFICE SUPPLIES REC OFFICE SUPPLIES	-16.09 16.09 14.18 Total : 14.18
173860	10/24/2023	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS INC	02032763		PARK MAINT SUPPLIES	1,871.99 Total : 1,871.99
173861	10/24/2023	219620 SWEENEY, NIKKI	669		REIMBURSEMENT - EMPLOYEE RECO	122.38 Total : 122.38
173862	10/24/2023	112505 T Y LIN INTERNATIONAL	102310000 102310001	037-10235 037-10236	SOMPIS PROJECT MANAGEMENT GRID PROJECT MANAGEMENT	1,952.17 780.87 Total : 2,733.04
173863	10/24/2023	100609 TANK SPECIALISTS OF CALIFORNIA	33037		CERTIFIED DESIGNATED OPERATOR S	198.00 Total : 198.00
173864	10/24/2023	107928 TELECOM LAW FIRM, P.C.	15712 15735	032-00147	PROFESSIONAL SERVICES - EFR #4-23 PROFESSIONAL SERVICES - EFR# 5-2	208.80 2,676.00 Total : 2,884.80
173865	10/24/2023	111990 TOWNSEND PUBLIC AFFAIRS, INC	20561	023-01481	CONSULTING SERVICES - OCTOBER 21	7,000.00 Total : 7,000.00
173866	10/24/2023	111481 TRIO COMMUNITY MEALS, LLC	INV2230035177 INV2230035691	034-00584 034-00584	SENIOR FEEDING PROGRAM SENIOR FEEDING PROGRAM	6,855.42 7,377.42 Total : 14,232.84
173867	10/24/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	NOLAN 09/22/23 SANTIN 09/22/23 SWEENEY 09/22/23	 034-00623 034-00624	CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23	5,454.48 20,508.94 6,054.05

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173867	10/24/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)	034-00625		
					Total :	32,017.47
173868	10/24/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FINANCE 09/22/23 HR 09/22/23 PD TRAINING 09/22/23 RECREATION 09/22/23 ROMERO 09/22/23		CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23	9,620.15 5,727.29 2,308.60 15,400.77 1,709.46
					Total :	34,766.27
173869	10/24/2023	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	PD TRAINING2 9/22/23 PD TRAINING3 9/22/23 PD TRAINING4 9/22/23		CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23 CAL CARD STATEMENT 08/23-09/22/23	2,923.53 3,067.33 6,145.07
					Total :	12,135.93
173870	10/24/2023	104692 ULINE	167235030 168989901 169459315		BUS SHOP SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES	75.02 243.85 1,180.02
					Total :	1,498.89
173871	10/24/2023	112643 ULTIMATE CONSTRUCTION	PERMIT #17867		PERMIT DEPOSIT REFUND - 1855 W 13	10,000.00
					Total :	10,000.00
173872	10/24/2023	112671 ULTIMATE WINDOW AND DOOR, LLC.	GAR-03	020-00049	CM OFFICE BATHROOM REMODEL/REI	8,000.00
					Total :	8,000.00
173873	10/24/2023	112671 ULTIMATE WINDOW AND DOOR, LLC.	GAR-02	020-00049	CM OFFICE BATHROOM REMODEL/REI	7,500.00
					Total :	7,500.00
173874	10/24/2023	112671 ULTIMATE WINDOW AND DOOR, LLC.	GAR-01	020-00049	CM OFFICE BATHROOM REMODEL/REI	6,000.00
					Total :	6,000.00
173875	10/24/2023	112671 ULTIMATE WINDOW AND DOOR, LLC.	GAR-04	020-00049	CM OFFICE BATHROOM REMODEL/REI	4,000.00
					Total :	4,000.00
173876	10/24/2023	121275 UNDERGROUND SERVICE ALERT, OF SC	23-240994 920230283		STATE REGULATORY COSTS - BILLABL NEW TICKETS	55.67 277.75

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173876	10/24/2023	121275	121275 UNDERGROUND SERVICE ALERT, OF SC (Continued)			Total : 333.42
173877	10/24/2023	103227	UNIPLAN ENGINEERING, INC.	800154-03	024-00981	DESIGN & CMI SERVICES-LOCAL STRE Total : 28,950.00 28,950.00
173878	10/24/2023	111957	URTIAGA, KARLA	09/25-09/27		ANNUAL JAIL TRAINING - PER DIEM Total : 150.00 150.00
173879	10/24/2023	111843	VERITONE	514189	035-01290	SOFTWARE FOR TRAFFIC DATA Total : 8,700.00 8,700.00
173880	10/24/2023	122050	VERIZON WIRELESS	9944866376		REC CELL PHONE SERVICE Total : 1,162.33 1,162.33
173881	10/24/2023	105259	VINI'S PARTY RENTALS	831629	034-00620	RENTAL - 2023 FWB CHAIRS & BANQUET Total : 2,396.16 2,396.16
173882	10/24/2023	122435	VISTA PAINT CORPORATION	2023-168993-00 2023-178864-00 2023-185127-00		GTRANS FACILITY PAINT GTRANS FACILITY PAINT STREET MAINT SUPPLIES Total : 216.41 271.84 992.25 1,480.50
173883	10/24/2023	100107	WAYNE ELECTRIC CO.	211118		GTRANS AUTO PARTS Total : 512.66 512.66
173884	10/24/2023	110370	WESTERN COLLISION CENTER, INC	1129	035-01280	2018 FORD EXPLR #1554676 BODY REPAIR Total : 10,673.60 10,673.60
173885	10/24/2023	119387	WEX BANK	92410663		FUEL PURCHASES Total : 203.45 203.45
173886	10/24/2023	125001	YAMADA COMPANY, INC.	83452 83547		PARK MAINT SUPPLIES TREE PROGRAM SUPPLIES Total : 48.13 28.74 76.87
173887	10/24/2023	109768	ZEBRA	Z24-28	037-10289	GTRANS MEMBERSHIP DUES Total : 3,500.00 3,500.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
170		Vouchers for bank code : usb				Bank total : 2,384,678.04
170		Vouchers in this report				Total vouchers : 2,384,678.04

CITY OF GARDENA



INVESTMENT REPORT

September 2023

Prepared by Danny Rodriguez, Deputy City Treasurer
Reviewed by Ray Beeman, Director of Administrative Services



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

SEPTEMBER 1, 2023 THROUGH SEPTEMBER 30, 2023

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 CHARACTERISTICS

Average Modified Duration	0.63
Average Coupon	4.21%
Average Purchase YTM	4.18%
Average Market YTM	5.22%
Average S&P/Moody Rating	AAA/Aa1
Average Final Maturity	0.77 yrs
Average Life	0.68 yrs

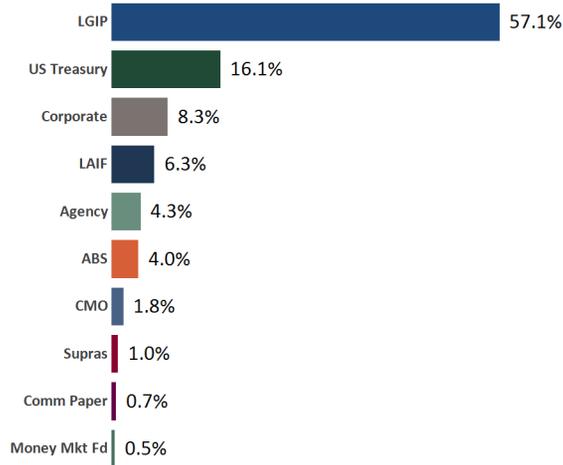
ACCOUNT SUMMARY

	Beg. Values as of 8/31/23	End Values as of 9/30/23
Market Value	84,861,909	85,097,504
Accrued Interest	213,208	165,642
Total Market Value	85,075,117	85,263,147
Income Earned	291,305	289,228
Cont/WD		
Par	80,095,428	80,429,010
Book Value	86,094,556	86,420,993
Cost Value	86,276,304	86,585,891

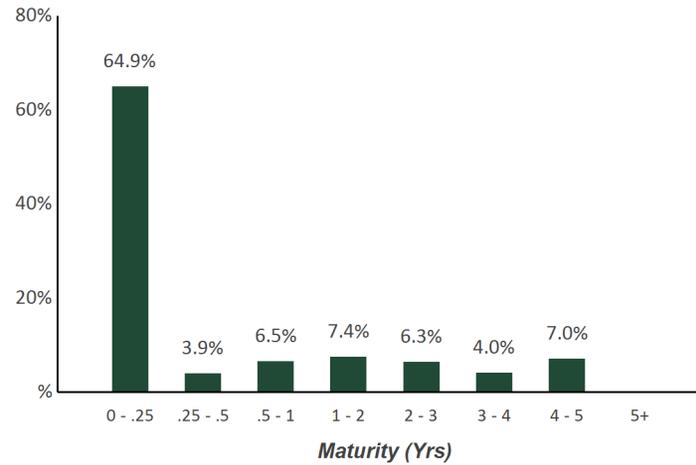
TOP ISSUERS

CAMP	49.4%
Government of United States	16.1%
CalTrust	7.7%
Local Agency Investment Fund	6.3%
Federal Home Loan Bank	2.2%
Federal Home Loan Mortgage Corp	2.2%
Federal Farm Credit Bank	1.3%
John Deere ABS	1.0%
Total	86.2%

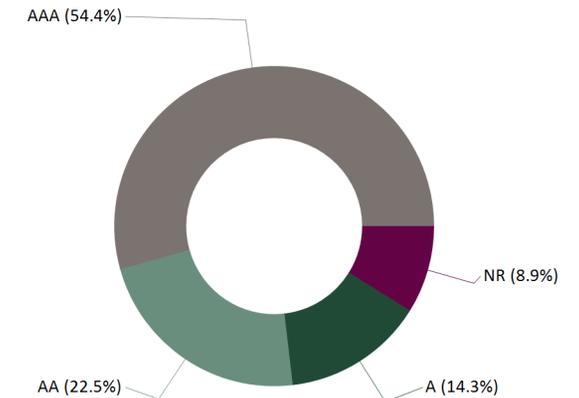
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of September 30, 2023



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									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	10,100.81	09/22/2020 0.38%	10,099.32 10,100.75	99.16 6.01%	10,016.27 1.35	0.01% (84.48)	NR / AAA AAA	1.05 0.15
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	31,344.04	06/22/2021 0.40%	31,341.68 31,343.77	99.15 5.55%	31,076.86 5.57	0.04% (266.91)	NR / AAA AAA	1.13 0.16
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	9,488.31	09/08/2021 0.34%	9,487.34 9,488.21	99.43 5.99%	9,434.44 0.52	0.01% (53.77)	Aaa / NR AAA	1.24 0.10
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	5,961.24	10/06/2020 0.36%	5,960.13 5,960.90	99.47 6.23%	5,929.64 0.93	0.01% (31.26)	NR / AAA AAA	1.30 0.09
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	811.97	08/04/2020 0.48%	811.80 811.92	99.80 4.84%	810.32 0.12	0.00% (1.60)	Aaa / NR AAA	1.39 0.05
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	45,832.70	01/11/2022 1.11%	45,825.85 45,831.19	98.83 6.13%	45,294.85 8.40	0.05% (536.34)	NR / AAA AAA	1.48 0.23
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	22,265.61	02/17/2021 0.27%	22,265.21 22,265.55	98.22 6.10%	21,869.24 1.67	0.03% (396.31)	Aaa / NR AAA	1.56 0.30
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	25,926.37	03/02/2021 0.37%	25,921.40 25,924.93	97.63 6.07%	25,311.86 4.15	0.03% (613.07)	Aaa / NR AAA	1.96 0.41
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	40,000.00	02/07/2023 5.22%	39,999.05 39,999.33	99.15 6.04%	39,661.92 34.40	0.05% (337.41)	Aaa / AAA AAA	2.16 1.03
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	72,856.84	11/16/2021 0.89%	72,841.48 72,850.24	96.10 6.44%	70,016.37 17.81	0.08% (2,833.87)	Aaa / NR AAA	2.31 0.70
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	51,681.92	07/13/2021 0.52%	51,677.31 51,680.08	96.59 5.88%	49,917.60 11.94	0.06% (1,762.48)	Aaa / NR AAA	2.46 0.64
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	56,222.83	11/09/2021 0.71%	56,221.64 56,222.33	96.20 6.20%	54,085.41 17.74	0.06% (2,136.92)	NR / AAA AAA	2.54 0.69
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	165,000.00	02/15/2022 1.89%	164,975.18 164,987.52	96.48 5.78%	159,187.22 137.87	0.19% (5,800.30)	Aaa / AAA NR	2.62 0.91
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	105,000.00	08/15/2022 3.76%	104,993.74 104,995.99	97.38 5.87%	102,245.12 141.43	0.12% (2,750.87)	NR / AAA AAA	2.81 1.25

Holdings Report

As of September 30, 2023



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									
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	300,000.00	01/05/2023 5.44%	292,136.72 294,457.18	97.56 5.95%	292,665.30 160.50	0.34% (1,791.88)	Aaa / AAA NR	2.90 0.90
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	115,000.00	04/07/2022 2.95%	114,997.31 114,998.52	97.35 5.57%	111,955.15 149.76	0.13% (3,043.37)	Aaa / AAA NR	2.96 1.01
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	130,000.00	03/10/2022 2.34%	129,971.24 129,983.92	96.82 6.16%	125,859.63 134.04	0.15% (4,124.29)	Aaa / NR AAA	2.96 0.83
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	75,000.00	08/08/2023 5.45%	74,991.01 74,991.49	99.60 5.67%	74,703.68 123.29	0.09% (287.81)	NR / AAA AAA	3.14 1.75
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	135,000.00	07/12/2022 3.77%	134,987.11 134,991.43	97.34 5.85%	131,412.78 224.40	0.15% (3,578.65)	Aaa / NR AAA	3.38 1.28
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	155,000.00	04/04/2023 4.63%	154,984.87 154,987.45	98.35 5.60%	152,441.11 315.51	0.18% (2,546.34)	NR / AAA AAA	3.54 1.69
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	90,000.00	07/06/2022 3.67%	89,999.38 89,999.62	97.51 5.63%	87,757.02 136.50	0.10% (2,242.60)	Aaa / NR AAA	3.55 1.28
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	70,000.00	02/16/2023 5.10%	69,986.99 69,989.46	98.99 5.69%	69,289.92 98.00	0.08% (699.54)	Aaa / NR AAA	3.56 1.72
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	185,000.00	05/17/2022 3.42%	184,959.08 184,977.71	96.51 5.72%	178,537.77 278.73	0.21% (6,439.94)	NR / AAA AAA	3.63 1.53
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	220,000.00	10/12/2022 5.15%	219,982.93 219,987.37	98.93 5.85%	217,649.96 497.69	0.26% (2,337.41)	Aaa / NR AAA	3.71 1.51
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	105,000.00	01/18/2023 4.56%	104,987.40 104,989.88	98.06 5.85%	102,960.80 210.47	0.12% (2,029.08)	NR / AAA AAA	4.13 1.50
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	115,000.00	04/04/2023 4.51%	114,996.84 114,997.28	97.76 5.76%	112,428.26 214.19	0.13% (2,569.02)	Aaa / AAA NR	4.38 1.80
02582JIZ4	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	125,000.00	06/07/2023 4.92%	124,988.91 124,990.04	98.75 5.44%	123,440.50 270.56	0.15% (1,549.54)	NR / AAA AAA	4.63 2.39
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	310,000.00	09/12/2023 5.55%	309,978.70 309,978.90	99.79 5.64%	309,356.75 566.27	0.36% (622.15)	Aaa / NR AAA	4.63 2.25
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	340,000.00	09/07/2023 5.23%	339,905.75 339,907.13	99.63 5.35%	338,748.12 779.73	0.40% (1,159.01)	NR / AAA AAA	4.96 2.66

Holdings Report

As of September 30, 2023



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									
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	340,000.00	09/12/2023 5.29%	339,984.80 339,984.97	99.80 5.36%	339,329.18 592.73	0.40% (655.79)	NR / AAA AAA	4.96 2.66
Total ABS		3,452,492.64	4.17%	3,444,260.17 3,446,675.06	5.72%	3,393,393.05 5,136.27	3.99% (53,282.01)	Aaa / AAA AAA	3.69 1.62
AGENCY									
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,990.10	99.51 5.13%	333,371.90 337.33	0.39% (1,618.20)	Aaa / AA+ AA+	0.10 0.10
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 351,033.45	99.62 5.37%	348,656.00 3,707.81	0.41% (2,377.45)	Aaa / AA+ AA+	0.19 0.19
3130AT3H8	FHLB Note 3.375% Due 3/8/2024	700,000.00	08/25/2022 3.46%	699,160.00 699,761.50	99.08 5.50%	693,579.60 1,509.38	0.82% (6,181.90)	Aaa / AA+ NR	0.44 0.43
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 157,001.83	98.08 5.68%	152,030.51 1,324.50	0.18% (4,971.32)	Aaa / AA+ NR	0.71 0.68
3133ENKS8	FFCB Note 1.125% Due 1/6/2025	750,000.00	Various 1.60%	740,054.10 745,633.54	94.84 5.39%	711,311.25 1,992.19	0.84% (34,322.29)	Aaa / AA+ AA+	1.27 1.22
3133ENPG9	FFCB Note 1.75% Due 2/14/2025	415,000.00	02/10/2022 1.84%	413,891.95 414,492.02	95.19 5.44%	395,022.32 948.16	0.46% (19,469.70)	Aaa / AA+ AA+	1.38 1.32
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,847.37	90.94 5.10%	318,282.65 700.00	0.37% (31,564.72)	Aaa / AA+ AA+	2.11 2.04
3130ATS57	FHLB Note 4.5% Due 3/10/2028	700,000.00	03/21/2023 3.99%	715,799.00 714,119.00	99.46 4.63%	696,232.60 1,837.50	0.82% (17,886.40)	Aaa / AA+ AA+	4.45 3.97
Total Agency		3,755,000.00	2.19%	3,793,035.50 3,766,878.81	5.23%	3,648,486.83 12,356.87	4.29% (118,391.98)	Aaa / AA+ AA+	1.57 1.45
CMO									
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	500,000.00	02/15/2023 4.92%	474,785.16 480,141.81	94.47 5.41%	472,348.50 1,143.75	0.56% (7,793.31)	NR / AAA NR	2.32 2.06
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	500,000.00	08/22/2023 4.95%	470,429.69 471,120.85	93.44 5.20%	467,197.50 1,435.00	0.55% (3,923.35)	NR / NR AAA	4.24 3.77
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	465,000.00	05/24/2023 4.34%	446,908.59 448,227.42	93.02 5.19%	432,565.32 259.63	0.51% (15,662.10)	NR / NR AAA	4.32 3.83

Holdings Report

As of September 30, 2023



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
CMO									
3137FJEH8	FHLMC K081 A2 3.9% Due 8/25/2028	155,000.00	09/15/2023 4.89%	148,436.72 148,476.81	95.10 5.03%	147,409.50 503.75	0.17% (1,067.31)	NR / NR AAA	4.91 4.32
Total CMO		1,620,000.00	4.76%	1,540,560.16 1,547,966.89	5.25%	1,519,520.82 3,342.13	1.79% (28,446.07)	NR / AAA AAA	3.73 3.31
COMMERCIAL PAPER									
62479LDC6	MUFG Bank Ltd Discount CP 5.66% Due 4/12/2024	600,000.00	07/25/2023 5.93%	575,284.67 581,699.34	96.95 5.93%	581,699.34 0.00	0.68% 0.00	P-1 / A-1 NR	0.53 0.52
Total Commercial Paper		600,000.00	5.93%	575,284.67 581,699.34	5.93%	581,699.34 0.00	0.68% 0.00	Aaa / AA NR	0.53 0.52
CORPORATE									
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 200,643.10	99.05 5.61%	198,102.60 878.47	0.23% (2,540.50)	Aaa / AAA NR	0.35 0.34
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	Various 1.53%	523,124.00 503,724.35	98.84 5.90%	494,199.50 902.78	0.58% (9,524.85)	A1 / A AA-	0.45 0.44
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,153.39	97.61 6.02%	239,138.87 66.36	0.28% (6,014.52)	A2 / A- A	0.47 0.45
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,961.21	96.90 5.63%	125,971.69 225.88	0.15% (3,989.52)	A1 / AA AA-	0.62 0.60
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	11/24/2021 1.07%	493,760.00 498,422.63	96.85 5.75%	484,246.50 1,038.89	0.57% (14,176.13)	A2 / A+ A	0.62 0.61
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	Various 0.66%	497,344.65 499,357.65	96.87 5.57%	484,353.00 837.51	0.57% (15,004.65)	A2 / A A+	0.63 0.61
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	12/06/2021 1.07%	295,710.00 298,786.90	96.42 5.67%	289,259.40 429.17	0.34% (9,527.50)	A1 / A+ A+	0.72 0.70

Holdings Report

As of September 30, 2023



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									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,995.32	96.11 5.72%	33,638.96 46.18	0.04% (1,356.36)	A2 / A+ NR	0.79 0.77
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,987.66	95.71 5.69%	76,566.00 57.78	0.09% (3,421.66)	A1 / A+ NR	0.86 0.83
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	500,000.00	Various 0.88%	524,067.75 507,327.35	96.13 5.98%	480,647.50 4,687.51	0.57% (26,679.85)	A1 / A AA-	1.09 1.04
69371RR57	Paccar Financial Corp Note 0.9% Due 11/8/2024	175,000.00	11/02/2021 0.90%	174,989.50 174,996.13	94.83 5.79%	165,956.35 625.63	0.20% (9,039.78)	A1 / A+ NR	1.11 1.07
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	Various 1.01%	531,052.10 504,515.19	98.69 6.43%	493,441.00 1,341.67	0.58% (11,074.19)	A1 / A- AA-	1.42 0.41
24422EWB1	John Deere Capital Corp Note 2.125% Due 3/7/2025	130,000.00	03/02/2022 2.14%	129,944.10 129,973.33	95.26 5.60%	123,841.51 184.17	0.15% (6,131.82)	A2 / A A+	1.44 1.38
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	95,000.00	04/27/2022 3.46%	94,974.35 94,985.96	96.22 5.80%	91,407.29 965.04	0.11% (3,578.67)	A2 / A- A	1.71 1.61
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	80,000.00	09/06/2022 3.92%	79,944.00 79,963.77	97.48 5.28%	77,983.44 190.67	0.09% (1,980.33)	Aa2 / AA AA	1.95 1.84
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	110,000.00	09/12/2022 4.01%	109,960.40 109,974.07	97.58 5.31%	107,342.73 195.56	0.13% (2,631.34)	A2 / A A	1.96 1.85
023135CN4	Amazon.com Inc Note 4.6% Due 12/1/2025	395,000.00	11/29/2022 4.60%	394,976.30 394,982.87	98.72 5.23%	389,960.99 6,056.67	0.46% (5,021.88)	A1 / AA AA-	2.17 2.01
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	90,000.00	02/02/2022 1.75%	90,000.00 90,000.00	94.37 6.16%	84,928.68 240.08	0.10% (5,071.32)	A1 / A AA-	2.36 1.30
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	400,000.00	05/09/2023 4.05%	391,672.00 392,840.70	95.55 5.25%	382,218.00 1,372.22	0.45% (10,622.70)	Aaa / AA+ NR	2.40 2.26
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	175,000.00	07/18/2022 4.68%	175,000.00 175,000.00	97.42 6.21%	170,479.93 1,683.14	0.20% (4,520.07)	A1 / A- A+	2.80 1.68
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	300,000.00	09/19/2023 5.61%	299,277.00 299,283.81	99.51 5.71%	298,544.10 1,980.15	0.35% (739.71)	Aa1 / A+ AA	2.88 2.61

Holdings Report

As of September 30, 2023



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									
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,955.20	89.16 5.03%	35,665.32 16.33	0.04% (4,289.88)	Aa2 / AA AA	2.97 2.85
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	450,000.00	10/05/2022 4.71%	436,909.50 439,713.49	94.59 5.68%	425,668.05 7,050.00	0.51% (14,045.44)	A2 / A+ A+	3.61 3.24
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	225,000.00	09/27/2022 4.70%	217,588.50 219,094.60	96.50 4.94%	217,114.20 543.13	0.26% (1,980.40)	Aa2 / AA AA	3.95 3.59
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	400,000.00	02/13/2023 4.44%	408,972.00 407,832.38	99.60 5.05%	398,409.20 2,530.00	0.47% (9,423.18)	A2 / A A	4.38 3.87
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	290,000.00	04/19/2023 4.17%	298,833.40 298,012.98	99.25 5.07%	287,818.91 863.96	0.34% (10,194.07)	Aa3 / A+ NR	4.44 3.93
74456QBU9	Public Service El & Gas Callable Note Cont 02/01/28 3.7% Due 5/1/2028	300,000.00	09/06/2023 5.10%	282,801.00 283,034.10	93.60 5.29%	280,811.40 4,625.00	0.33% (2,222.70)	A1 / A NR	4.59 4.07
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	90,000.00	05/08/2023 4.07%	89,927.10 89,932.57	96.23 4.97%	86,603.58 1,356.75	0.10% (3,328.99)	A1 / A+ NR	4.63 4.09
Total Corporate		7,235,000.00	2.63%	7,284,918.20 7,222,450.71	5.63%	7,024,318.70 40,990.70	8.29% (198,132.01)	A1 / A+ A+	2.00 1.73
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	5,346,263.84	Various 3.61%	5,346,263.84 5,346,263.84	1.00 3.61%	5,346,263.84 45,142.12	6.32% 0.00	NR / NR NR	0.00 0.00
Total LAIF		5,346,263.84	3.61%	5,346,263.84 5,346,263.84	3.61%	5,346,263.84 45,142.12	6.32% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	678,742.24	Various 3.94%	6,819,833.67 6,819,833.67	9.64 3.94%	6,543,075.15 0.00	7.67% (276,758.52)	NR / A+ NR	0.00 0.00



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
LOCAL GOV INVESTMENT POOL									
90CAMP\$00	California Asset Mgmt Program CAMP	42,137,198.14	Various 5.52%	42,137,198.14 42,137,198.14	1.00 5.52%	42,137,198.14 0.00	49.42% 0.00	NR / AAA NR	0.00 0.00
Total Local Gov Investment Pool		42,815,940.38	5.30%	48,957,031.81 48,957,031.81	5.31%	48,680,273.29 0.00	57.09% (276,758.52)	NR / AAA NR	0.00 0.00
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	434,313.37	Various 4.94%	434,313.37 434,313.37	1.00 4.94%	434,313.37 0.00	0.51% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		434,313.37	4.94%	434,313.37 434,313.37	4.94%	434,313.37 0.00	0.51% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,982.51	99.22 5.50%	163,710.03 145.52	0.19% (1,272.48)	Aaa / AAA AAA	0.15 0.15
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 227,334.38	98.56 5.65%	221,758.88 187.50	0.26% (5,575.50)	Aaa / AAA AAA	0.47 0.46
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,937.15	95.14 5.67%	247,359.32 28.89	0.29% (12,577.83)	Aaa / AAA NR	0.98 0.95
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 161,378.00	95.76 5.61%	153,223.04 1,008.33	0.18% (8,154.96)	Aaa / AAA NR	1.05 1.01
459058KW2	Intl. Bank Recon & Development Note 4.625% Due 8/1/2028	50,000.00	09/27/2023 4.77%	49,697.00 49,697.34	99.62 4.72%	49,809.20 32.12	0.06% 111.86	Aaa / AAA NR	4.84 4.28
Total Supranational		860,000.00	0.66%	879,190.35 863,329.38	5.56%	835,860.47 1,402.36	0.98% (27,468.91)	Aaa / AAA AAA	0.93 0.87
US TREASURY									
912828V80	US Treasury Note 2.25% Due 1/31/2024	750,000.00	Various 0.83%	776,144.53 753,502.14	98.96 5.41%	742,177.50 2,843.07	0.87% (11,324.64)	Aaa / AA+ AA+	0.34 0.33

Holdings Report

As of September 30, 2023



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
US TREASURY									
912828B66	US Treasury Note 2.75% Due 2/15/2024	750,000.00	02/15/2022 1.58%	767,255.86 753,242.87	99.00 5.45%	742,500.00 2,634.17	0.87% (10,742.87)	Aaa / AA+ AA+	0.38 0.37
912828W71	US Treasury Note 2.125% Due 3/31/2024	750,000.00	Various 0.67%	775,839.84 755,397.46	98.36 5.49%	737,724.75 43.55	0.87% (17,672.71)	Aaa / AA+ AA+	0.50 0.49
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,025.17	97.32 5.48%	486,582.00 865.78	0.57% (13,443.17)	Aaa / AA+ AA+	0.54 0.53
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	750,000.00	Various 1.11%	779,783.21 756,385.15	98.21 5.45%	736,552.50 7,082.20	0.87% (19,832.65)	Aaa / AA+ AA+	0.62 0.60
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63 399,502.09	96.41 5.49%	385,640.80 295.08	0.45% (13,861.29)	Aaa / AA+ AA+	0.71 0.69
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 300,962.72	96.98 5.50%	290,941.50 884.51	0.34% (10,021.22)	Aaa / AA+ AA+	0.84 0.81
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38 399,738.15	95.67 5.51%	382,687.60 191.58	0.45% (17,050.55)	Aaa / AA+ AA+	0.88 0.85
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	750,000.00	11/18/2021 0.83%	748,125.00 749,294.30	94.98 5.40%	712,383.00 2,124.66	0.84% (36,911.30)	Aaa / AA+ AA+	1.13 1.09
912828Z52	US Treasury Note 1.375% Due 1/31/2025	750,000.00	02/17/2022 1.71%	742,822.27 746,750.71	94.95 5.34%	712,148.25 1,737.43	0.84% (34,602.46)	Aaa / AA+ AA+	1.34 1.29
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26 349,591.06	93.18 5.29%	326,142.60 4.78	0.38% (23,448.46)	Aaa / AA+ AA+	1.50 1.46
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32 362,909.47	92.21 5.19%	336,569.79 306.66	0.40% (26,339.68)	Aaa / AA+ AA+	1.67 1.62
91282CEY3	US Treasury Note 3% Due 7/15/2025	550,000.00	06/23/2023 4.71%	531,845.70 534,193.66	96.37 5.15%	530,019.60 3,497.28	0.63% (4,174.06)	Aaa / AA+ AA+	1.79 1.70
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	750,000.00	Various 0.98%	800,092.78 774,881.67	95.73 5.11%	717,978.76 1,756.52	0.84% (56,902.91)	Aaa / AA+ AA+	1.92 1.83
91282CFP1	US Treasury Note 4.25% Due 10/15/2025	550,000.00	06/23/2023 4.59%	545,982.42 546,445.25	98.43 5.07%	541,384.80 10,793.37	0.65% (5,060.45)	Aaa / AA+ AA+	2.04 1.89
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	750,000.00	Various 0.88%	734,730.47 741,975.78	90.61 5.00%	679,541.25 945.19	0.80% (62,434.53)	Aaa / AA+ AA+	2.17 2.10
9128286L9	US Treasury Note 2.25% Due 3/31/2026	750,000.00	02/25/2022 1.91%	760,078.13 756,160.36	93.84 4.90%	703,828.50 46.11	0.83% (52,331.86)	Aaa / AA+ AA+	2.50 2.38

Holdings Report

As of September 30, 2023



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
US TREASURY									
912828R36	US Treasury Note 1.625% Due 5/15/2026	250,000.00	10/14/2021 0.99%	257,148.44 254,089.10	92.05 4.89%	230,136.75 1,534.48	0.27% (23,952.35)	Aaa / AA+ AA+	2.62 2.50
912828YG9	US Treasury Note 1.625% Due 9/30/2026	300,000.00	12/28/2021 1.24%	305,296.88 303,341.06	91.29 4.78%	273,855.60 13.32	0.32% (29,485.46)	Aaa / AA+ AA+	3.00 2.87
912828U24	US Treasury Note 2% Due 11/15/2026	625,000.00	03/29/2022 2.56%	609,912.11 614,819.47	91.98 4.79%	574,878.13 4,721.47	0.68% (39,941.34)	Aaa / AA+ AA+	3.13 2.95
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	750,000.00	Various 2.90%	736,449.21 740,162.73	92.89 4.73%	696,650.25 51.23	0.82% (43,512.48)	Aaa / AA+ AA+	3.50 3.29
912828X88	US Treasury Note 2.375% Due 5/15/2027	350,000.00	06/09/2022 3.09%	338,666.02 341,675.82	92.22 4.74%	322,765.80 3,139.78	0.38% (18,910.02)	Aaa / AA+ AA+	3.62 3.38
91282CFM8	US Treasury Note 4.125% Due 9/30/2027	570,000.00	10/26/2022 4.19%	568,419.14 568,717.03	97.92 4.70%	558,132.60 64.24	0.65% (10,584.43)	Aaa / AA+ AA+	4.00 3.64
9128283F5	US Treasury Note 2.25% Due 11/15/2027	800,000.00	12/20/2022 3.84%	743,625.00 752,569.41	90.95 4.69%	727,562.40 6,798.91	0.86% (25,007.01)	Aaa / AA+ AA+	4.13 3.83
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	500,000.00	05/25/2023 3.98%	497,890.63 498,051.34	96.92 4.68%	484,590.00 4,896.40	0.57% (13,461.34)	Aaa / AA+ AA+	4.25 3.83
Total US Treasury		14,310,000.00	1.89%	14,331,032.47 14,254,383.97	5.14%	13,633,374.73 57,271.77	16.06% (621,009.24)	Aaa / AA+ AA+	1.91 1.80
TOTAL PORTFOLIO		80,429,010.23	4.18%	86,585,890.54 86,420,993.18	5.22%	85,097,504.44 165,642.22	100.00% (1,323,488.74)	Aa1 / AAA AA+	0.77 0.63
TOTAL MARKET VALUE PLUS ACCRUED						85,263,146.66			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2023	31846V203	8,050.00	First American Govt Obligation Fund Class Y	1.000	4.94%	8,050.00	0.00	8,050.00	0.00
Purchase	09/01/2023	31846V203	657.45	First American Govt Obligation Fund Class Y	1.000	4.94%	657.45	0.00	657.45	0.00
Purchase	09/07/2023	31846V203	223,836.66	First American Govt Obligation Fund Class Y	1.000	4.94%	223,836.66	0.00	223,836.66	0.00
Purchase	09/07/2023	31846V203	1,381.25	First American Govt Obligation Fund Class Y	1.000	4.94%	1,381.25	0.00	1,381.25	0.00
Purchase	09/08/2023	31846V203	12,187.50	First American Govt Obligation Fund Class Y	1.000	4.94%	12,187.50	0.00	12,187.50	0.00
Purchase	09/08/2023	31846V203	300,000.00	First American Govt Obligation Fund Class Y	1.000	4.94%	300,000.00	0.00	300,000.00	0.00
Purchase	09/08/2023	74456QBU9	300,000.00	Public Service El & Gas Callable Note Cont 02/01/28 3.7% Due 5/1/2028	94.267	5.10%	282,801.00	3,915.83	286,716.83	0.00
Purchase	09/09/2023	31846V203	13,072.50	First American Govt Obligation Fund Class Y	1.000	4.94%	13,072.50	0.00	13,072.50	0.00
Purchase	09/10/2023	31846V203	15,750.00	First American Govt Obligation Fund Class Y	1.000	4.94%	15,750.00	0.00	15,750.00	0.00
Purchase	09/11/2023	31846V203	8,125.00	First American Govt Obligation Fund Class Y	1.000	4.94%	8,125.00	0.00	8,125.00	0.00
Purchase	09/12/2023	31846V203	5,031.25	First American Govt Obligation Fund Class Y	1.000	4.94%	5,031.25	0.00	5,031.25	0.00
Purchase	09/12/2023	31846V203	350,000.00	First American Govt Obligation Fund Class Y	1.000	4.94%	350,000.00	0.00	350,000.00	0.00
Purchase	09/14/2023	31846V203	226,007.33	First American Govt Obligation Fund Class Y	1.000	4.94%	226,007.33	0.00	226,007.33	0.00
Purchase	09/15/2023	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	99.972	5.23%	339,905.75	0.00	339,905.75	0.00
Purchase	09/15/2023	31846V203	2,200.00	First American Govt Obligation Fund Class Y	1.000	4.94%	2,200.00	0.00	2,200.00	0.00
Purchase	09/15/2023	31846V203	280.79	First American Govt Obligation Fund Class Y	1.000	4.94%	280.79	0.00	280.79	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/15/2023	31846V203	394.62	First American Govt Obligation Fund Class Y	1.000	4.94%	394.62	0.00	394.62	0.00
Purchase	09/15/2023	31846V203	933.17	First American Govt Obligation Fund Class Y	1.000	4.94%	933.17	0.00	933.17	0.00
Purchase	09/15/2023	31846V203	420.75	First American Govt Obligation Fund Class Y	1.000	4.94%	420.75	0.00	420.75	0.00
Purchase	09/15/2023	31846V203	522.63	First American Govt Obligation Fund Class Y	1.000	4.94%	522.63	0.00	522.63	0.00
Purchase	09/15/2023	31846V203	507.29	First American Govt Obligation Fund Class Y	1.000	4.94%	507.29	0.00	507.29	0.00
Purchase	09/15/2023	31846V203	258.50	First American Govt Obligation Fund Class Y	1.000	4.94%	258.50	0.00	258.50	0.00
Purchase	09/15/2023	31846V203	591.58	First American Govt Obligation Fund Class Y	1.000	4.94%	591.58	0.00	591.58	0.00
Purchase	09/15/2023	31846V203	251.33	First American Govt Obligation Fund Class Y	1.000	4.94%	251.33	0.00	251.33	0.00
Purchase	09/15/2023	31846V203	2,717.13	First American Govt Obligation Fund Class Y	1.000	4.94%	2,717.13	0.00	2,717.13	0.00
Purchase	09/15/2023	31846V203	2,734.84	First American Govt Obligation Fund Class Y	1.000	4.94%	2,734.84	0.00	2,734.84	0.00
Purchase	09/15/2023	31846V203	7,693.88	First American Govt Obligation Fund Class Y	1.000	4.94%	7,693.88	0.00	7,693.88	0.00
Purchase	09/15/2023	31846V203	2,636.30	First American Govt Obligation Fund Class Y	1.000	4.94%	2,636.30	0.00	2,636.30	0.00
Purchase	09/15/2023	31846V203	3,745.87	First American Govt Obligation Fund Class Y	1.000	4.94%	3,745.87	0.00	3,745.87	0.00
Purchase	09/15/2023	31846V203	275,120.92	First American Govt Obligation Fund Class Y	1.000	4.94%	275,120.92	0.00	275,120.92	0.00
Purchase	09/17/2023	31846V203	210.00	First American Govt Obligation Fund Class Y	1.000	4.94%	210.00	0.00	210.00	0.00
Purchase	09/18/2023	31846V203	918.75	First American Govt Obligation Fund Class Y	1.000	4.94%	918.75	0.00	918.75	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/18/2023	31846V203	273.00	First American Govt Obligation Fund Class Y	1.000	4.94%	273.00	0.00	273.00	0.00
Purchase	09/18/2023	31846V203	428.38	First American Govt Obligation Fund Class Y	1.000	4.94%	428.38	0.00	428.38	0.00
Purchase	09/18/2023	31846V203	326.37	First American Govt Obligation Fund Class Y	1.000	4.94%	326.37	0.00	326.37	0.00
Purchase	09/18/2023	31846V203	3,093.54	First American Govt Obligation Fund Class Y	1.000	4.94%	3,093.54	0.00	3,093.54	0.00
Purchase	09/19/2023	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	99.996	5.29%	339,984.80	0.00	339,984.80	0.00
Purchase	09/19/2023	31846V203	150,787.62	First American Govt Obligation Fund Class Y	1.000	4.94%	150,787.62	0.00	150,787.62	0.00
Purchase	09/19/2023	31846V203	2,812.50	First American Govt Obligation Fund Class Y	1.000	4.94%	2,812.50	0.00	2,812.50	0.00
Purchase	09/19/2023	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	99.993	5.55%	309,978.70	0.00	309,978.70	0.00
Purchase	09/20/2023	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	95.766	4.89%	148,436.72	319.04	148,755.76	0.00
Purchase	09/20/2023	31846V203	381.08	First American Govt Obligation Fund Class Y	1.000	4.94%	381.08	0.00	381.08	0.00
Purchase	09/20/2023	31846V203	4,434.04	First American Govt Obligation Fund Class Y	1.000	4.94%	4,434.04	0.00	4,434.04	0.00
Purchase	09/21/2023	06428CAA2	300,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	99.759	5.61%	299,277.00	1,519.65	300,796.65	0.00
Purchase	09/21/2023	31846V203	294.00	First American Govt Obligation Fund Class Y	1.000	4.94%	294.00	0.00	294.00	0.00
Purchase	09/21/2023	31846V203	3,290.85	First American Govt Obligation Fund Class Y	1.000	4.94%	3,290.85	0.00	3,290.85	0.00
Purchase	09/21/2023	31846V203	5,050.32	First American Govt Obligation Fund Class Y	1.000	4.94%	5,050.32	0.00	5,050.32	0.00
Purchase	09/23/2023	31846V203	650.00	First American Govt Obligation Fund Class Y	1.000	4.94%	650.00	0.00	650.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/25/2023	31846V203	172.00	First American Govt Obligation Fund Class Y	1.000	4.94%	172.00	0.00	172.00	0.00
Purchase	09/25/2023	31846V203	1,298.13	First American Govt Obligation Fund Class Y	1.000	4.94%	1,298.13	0.00	1,298.13	0.00
Purchase	09/25/2023	31846V203	802.50	First American Govt Obligation Fund Class Y	1.000	4.94%	802.50	0.00	802.50	0.00
Purchase	09/25/2023	31846V203	1,143.75	First American Govt Obligation Fund Class Y	1.000	4.94%	1,143.75	0.00	1,143.75	0.00
Purchase	09/25/2023	31846V203	1,435.00	First American Govt Obligation Fund Class Y	1.000	4.94%	1,435.00	0.00	1,435.00	0.00
Purchase	09/25/2023	31846V203	8,335.66	First American Govt Obligation Fund Class Y	1.000	4.94%	8,335.66	0.00	8,335.66	0.00
Purchase	09/25/2023	31846V203	4,629.72	First American Govt Obligation Fund Class Y	1.000	4.94%	4,629.72	0.00	4,629.72	0.00
Purchase	09/29/2023	459058KW2	50,000.00	Intl. Bank Recon & Development Note 4.625% Due 8/1/2028	99.394	4.77%	49,697.00	19.27	49,716.27	0.00
Purchase	09/30/2023	09CATR\$05	2,015.37	CalTrust Medium Term Fund	9.640	3.94%	19,428.15	0.00	19,428.15	0.00
Purchase	09/30/2023	31846V203	43,428.13	First American Govt Obligation Fund Class Y	1.000	4.94%	43,428.13	0.00	43,428.13	0.00
Purchase	09/30/2023	31846V203	375,000.00	First American Govt Obligation Fund Class Y	1.000	4.94%	375,000.00	0.00	375,000.00	0.00
Purchase	09/30/2023	90CAMP\$00	191,274.57	California Asset Mgmt Program CAMP	1.000	5.52%	191,274.57	0.00	191,274.57	0.00
Subtotal			4,062,593.82				4,055,087.57	5,773.79	4,060,861.36	0.00
Short Sale	09/15/2023	31846V203	-339,905.75	First American Govt Obligation Fund Class Y	1.000		-339,905.75	0.00	-339,905.75	0.00
Short Sale	09/19/2023	31846V203	-649,963.50	First American Govt Obligation Fund Class Y	1.000		-649,963.50	0.00	-649,963.50	0.00
Subtotal			-989,869.25				-989,869.25	0.00	-989,869.25	0.00
TOTAL ACQUISITIONS			3,072,724.57				3,065,218.32	5,773.79	3,070,992.11	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	09/15/2023	31846V203	-339,905.75	First American Govt Obligation Fund Class Y	1.000		-339,905.75	0.00	-339,905.75	0.00
Closing Purchase	09/19/2023	31846V203	-649,963.50	First American Govt Obligation Fund Class Y	1.000		-649,963.50	0.00	-649,963.50	0.00
Subtotal			-989,869.25				-989,869.25	0.00	-989,869.25	0.00
Sale	09/07/2023	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	99.434	0.25%	223,726.50	110.16	223,836.66	-1,243.61
Sale	09/08/2023	31846V203	286,716.83	First American Govt Obligation Fund Class Y	1.000	4.94%	286,716.83	0.00	286,716.83	0.00
Sale	09/14/2023	912828T26	225,000.00	US Treasury Note 1.375% Due 9/30/2023	99.820	1.46%	224,595.70	1,411.63	226,007.33	-436.79
Sale	09/15/2023	31846V203	339,905.75	First American Govt Obligation Fund Class Y	1.000	4.94%	339,905.75	0.00	339,905.75	0.00
Sale	09/19/2023	31846V203	649,963.50	First American Govt Obligation Fund Class Y	1.000	4.94%	649,963.50	0.00	649,963.50	0.00
Sale	09/19/2023	912828T26	150,000.00	US Treasury Note 1.375% Due 9/30/2023	99.879	1.46%	149,818.36	969.26	150,787.62	-196.54
Sale	09/20/2023	31846V203	148,755.76	First American Govt Obligation Fund Class Y	1.000	4.94%	148,755.76	0.00	148,755.76	0.00
Sale	09/21/2023	31846V203	300,796.65	First American Govt Obligation Fund Class Y	1.000	4.94%	300,796.65	0.00	300,796.65	0.00
Sale	09/29/2023	31846V203	49,716.27	First American Govt Obligation Fund Class Y	1.000	4.94%	49,716.27	0.00	49,716.27	0.00
Subtotal			2,375,854.76				2,373,995.32	2,491.05	2,376,486.37	-1,876.94
Paydown	09/15/2023	02582JJT8	0.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	100.000		0.00	522.63	522.63	0.00
Paydown	09/15/2023	02582JJZ4	0.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	100.000		0.00	507.29	507.29	0.00
Paydown	09/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	258.50	258.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/15/2023	448979AD6	0.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	100.000		0.00	591.58	591.58	0.00
Paydown	09/15/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	251.33	251.33	0.00
Paydown	09/15/2023	47788UAC6	2,708.54	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		2,708.54	8.59	2,717.13	0.00
Paydown	09/15/2023	47789QAC4	2,711.27	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		2,711.27	23.57	2,734.84	0.00
Paydown	09/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	420.75	420.75	0.00
Paydown	09/15/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	933.17	933.17	0.00
Paydown	09/15/2023	58769KAD6	7,680.87	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		7,680.87	13.01	7,693.88	0.00
Paydown	09/15/2023	58770AAC7	0.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	100.000		0.00	394.62	394.62	0.00
Paydown	09/15/2023	89236XAC0	2,633.79	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		2,633.79	2.51	2,636.30	0.00
Paydown	09/15/2023	89238FAD5	0.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	100.000		0.00	280.79	280.79	0.00
Paydown	09/15/2023	89238JAC9	3,710.41	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		3,710.41	35.46	3,745.87	0.00
Paydown	09/18/2023	362583AD8	0.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	100.000		0.00	428.38	428.38	0.00
Paydown	09/18/2023	36265WAD5	0.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	100.000		0.00	273.00	273.00	0.00
Paydown	09/18/2023	43813KAC6	3,089.47	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		3,089.47	4.07	3,093.54	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/18/2023	43815PAC3	0.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	100.000		0.00	326.37	326.37	0.00
Paydown	09/20/2023	379929AD4	0.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	100.000		0.00	381.08	381.08	0.00
Paydown	09/20/2023	92290BAA9	4,431.99	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		4,431.99	2.05	4,434.04	0.00
Paydown	09/21/2023	43813GAC5	3,285.10	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,285.10	5.75	3,290.85	0.00
Paydown	09/21/2023	43815GAC3	4,993.23	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		4,993.23	57.09	5,050.32	0.00
Paydown	09/21/2023	43815JAC7	0.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	100.000		0.00	294.00	294.00	0.00
Paydown	09/25/2023	05593AAC3	0.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	100.000		0.00	172.00	172.00	0.00
Paydown	09/25/2023	05601XAC3	8,286.05	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		8,286.05	49.61	8,335.66	0.00
Paydown	09/25/2023	05602RAD3	0.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	100.000		0.00	802.50	802.50	0.00
Paydown	09/25/2023	09690AAC7	4,625.84	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		4,625.84	3.88	4,629.72	0.00
Paydown	09/25/2023	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	100.000		0.00	1,143.75	1,143.75	0.00
Paydown	09/25/2023	3137FEBQ2	0.00	FHLMC K072 A2 3.444% Due 12/25/2027	100.000		0.00	1,435.00	1,435.00	0.00
Paydown	09/25/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	1,298.13	1,298.13	0.00
Subtotal			48,156.56				48,156.56	10,920.46	59,077.02	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Redemption	09/15/2023	06406RBC0	280,000.00	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	96.964	3.35%	271,499.20	3,621.72	275,120.92	-8,479.75
Subtotal			280,000.00				271,499.20	3,621.72	275,120.92	-8,479.75
Maturity	09/08/2023	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	100.000		300,000.00	0.00	300,000.00	0.00
Maturity	09/12/2023	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	100.000		350,000.00	0.00	350,000.00	0.00
Maturity	09/30/2023	912828T26	375,000.00	US Treasury Note 1.375% Due 9/30/2023	100.000		375,000.00	0.00	375,000.00	0.00
Subtotal			1,025,000.00				1,025,000.00	0.00	1,025,000.00	0.00
TOTAL DISPOSITIONS			2,739,142.07				2,728,781.83	17,033.23	2,745,815.06	-10,356.69
OTHER TRANSACTIONS										
Interest	09/01/2023	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.000		8,050.00	0.00	8,050.00	0.00
Interest	09/07/2023	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.000		1,381.25	0.00	1,381.25	0.00
Interest	09/08/2023	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	0.000		11,812.50	0.00	11,812.50	0.00
Interest	09/08/2023	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.000		375.00	0.00	375.00	0.00
Interest	09/09/2023	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.000		7,068.75	0.00	7,068.75	0.00
Interest	09/09/2023	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.000		1,560.00	0.00	1,560.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/09/2023	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.000		4,443.75	0.00	4,443.75	0.00
Interest	09/10/2023	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.000		15,750.00	0.00	15,750.00	0.00
Interest	09/11/2023	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.000		8,125.00	0.00	8,125.00	0.00
Interest	09/12/2023	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.000		5,031.25	0.00	5,031.25	0.00
Interest	09/15/2023	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.000		2,200.00	0.00	2,200.00	0.00
Interest	09/17/2023	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.000		210.00	0.00	210.00	0.00
Interest	09/18/2023	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.000		918.75	0.00	918.75	0.00
Interest	09/19/2023	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.000		2,812.50	0.00	2,812.50	0.00
Interest	09/23/2023	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.000		650.00	0.00	650.00	0.00
Interest	09/30/2023	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.000		8,437.50	0.00	8,437.50	0.00
Interest	09/30/2023	912828T26	375,000.00	US Treasury Note 1.375% Due 9/30/2023	0.000		2,578.13	0.00	2,578.13	0.00
Interest	09/30/2023	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	0.000		7,968.75	0.00	7,968.75	0.00
Interest	09/30/2023	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.000		2,437.50	0.00	2,437.50	0.00
Interest	09/30/2023	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.000		875.00	0.00	875.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/30/2023	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.000		9,375.00	0.00	9,375.00	0.00
Interest	09/30/2023	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.000		11,756.25	0.00	11,756.25	0.00
Subtotal			8,500,000.00				113,816.88	0.00	113,816.88	0.00
Dividend	09/01/2023	31846V203	135,864.25	First American Govt Obligation Fund Class Y	0.000		657.45	0.00	657.45	0.00
Dividend	09/30/2023	09CATR\$05	676,726.87	CalTrust Medium Term Fund	0.000		19,428.15	0.00	19,428.15	0.00
Dividend	09/30/2023	90CAMP\$00	41,945,923.57	California Asset Mgmt Program CAMP	0.000		191,274.57	0.00	191,274.57	0.00
Subtotal			42,758,514.69				211,360.17	0.00	211,360.17	0.00
TOTAL OTHER TRANSACTIONS			51,258,514.69				325,177.05	0.00	325,177.05	0.00

Income Earned

As of September 30, 2023



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						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,956.01 0.00 0.00 129,961.21	177.13 0.00 225.88 48.75	5.20 0.00 5.20 53.95	53.95
023135CN4	Amazon.com Inc Note 4.6% Due 12/01/2025	11/29/2022 12/01/2022 395,000.00	394,982.23 0.00 0.00 394,982.87	4,542.50 0.00 6,056.67 1,514.17	0.64 0.00 0.64 1,514.81	1,514.81
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027	05/17/2022 05/24/2022 185,000.00	184,976.58 0.00 0.00 184,977.71	278.73 522.63 278.73 522.63	1.13 0.00 1.13 523.76	523.76
02582JJZ4	American Express Credit Trust 2023-1 A 4.87% Due 05/15/2028	06/07/2023 06/14/2023 125,000.00	124,989.73 0.00 0.00 124,990.04	270.56 507.29 270.56 507.29	0.31 0.00 0.31 507.60	507.60
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 09/15/2028	09/12/2023 09/19/2023 340,000.00	0.00 339,984.80 0.00 339,984.97	0.00 0.00 592.73 592.73	0.17 0.00 0.17 592.90	592.90
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 02/23/2026	05/09/2023 05/11/2023 400,000.00	392,595.52 0.00 0.00 392,840.70	288.89 0.00 1,372.22 1,083.33	245.18 0.00 245.18 1,328.51	1,328.51
05593AAC3	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	02/07/2023 02/15/2023 40,000.00	39,999.29 0.00 0.00 39,999.33	34.40 172.00 34.40 172.00	0.04 0.00 0.04 172.04	172.04
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 45,832.70	54,116.66 0.00 8,286.05 45,831.19	9.92 49.61 8.40 48.09	0.58 0.00 0.58 48.67	48.67
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026	01/05/2023 01/09/2023 300,000.00	294,194.48 0.00 0.00 294,457.18	160.50 802.50 160.50 802.50	262.70 0.00 262.70 1,065.20	1,065.20

Income Earned

As of September 30, 2023



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
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 Due 04/25/2025	04/19/2022 04/26/2022 0.00	279,978.45 0.00 279,978.95 0.00	3,283.00 3,621.72 0.00 338.72	0.50 0.00 0.50 339.22	339.22
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 08/18/2026	09/19/2023 09/21/2023 300,000.00	0.00 299,277.00 0.00 299,283.81	0.00 (1,519.65) 1,980.15 460.50	6.81 0.00 6.81 467.31	467.31
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 9,488.31	14,113.95 0.00 4,625.84 9,488.21	0.78 3.88 0.52 3.62	0.10 0.00 0.10 3.72	3.72
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	Various Various 500,000.00	499,273.50 0.00 0.00 499,357.65	650.00 0.00 837.51 187.51	84.15 0.00 84.15 271.66	271.66
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 09/15/2028	09/07/2023 09/15/2023 340,000.00	0.00 339,905.75 0.00 339,907.13	0.00 0.00 779.73 779.73	1.38 0.00 1.38 781.11	781.11
24422EWB1	John Deere Capital Corp Note 2.125% Due 03/07/2025	03/02/2022 03/07/2022 130,000.00	129,971.79 0.00 0.00 129,973.33	1,335.21 1,381.25 184.17 230.21	1.54 0.00 1.54 231.75	231.75
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	351,489.38 0.00 0.00 351,033.45	2,723.44 0.00 3,707.81 984.37	0.00 455.93 (455.93) 528.44	528.44
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	157,235.50 0.00 0.00 157,001.83	953.14 0.00 1,324.50 371.36	0.00 233.67 (233.67) 137.69	137.69
3130AT3H8	FHLB Note 3.375% Due 03/08/2024	08/25/2022 08/26/2022 700,000.00	699,716.50 0.00 0.00 699,761.50	11,353.13 11,812.50 1,509.38 1,968.75	45.00 0.00 45.00 2,013.75	2,013.75

Income Earned

As of September 30, 2023



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
3130ATS57	FHLB Note 4.5% Due 03/10/2028	03/21/2023 03/22/2023 700,000.00	714,380.14 0.00 0.00 714,119.00	14,962.50 15,750.00 1,837.50 2,625.00	0.00 261.14 (261.14) 2,363.86	2,363.86
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	Various Various 750,000.00	745,350.62 0.00 0.00 745,633.54	1,289.07 0.00 1,992.19 703.12	282.92 0.00 282.92 986.04	986.04
3133ENPG9	FFCB Note 1.75% Due 02/14/2025	02/10/2022 02/15/2022 415,000.00	414,461.66 0.00 0.00 414,492.02	342.95 0.00 948.16 605.21	30.36 0.00 30.36 635.57	635.57
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,841.41 0.00 0.00 349,847.37	554.17 0.00 700.00 145.83	5.96 0.00 5.96 151.79	151.79
3135G0U43	FNMA Note Due 09/12/2023	09/25/2019 09/26/2019 0.00	350,126.97 0.00 350,000.00 0.00	4,723.78 5,031.25 0.00 307.47	0.00 126.97 (126.97) 180.50	180.50
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	02/15/2023 02/21/2023 500,000.00	479,417.93 0.00 0.00 480,141.81	1,143.75 1,143.75 1,143.75 1,143.75	723.88 0.00 723.88 1,867.63	1,867.63
3137EAEW5	FHLMC Note Due 09/08/2023	09/11/2020 09/14/2020 0.00	300,000.60 0.00 300,000.00 0.00	360.42 375.00 0.00 14.58	0.00 0.60 (0.60) 13.98	13.98
3137EAEY1	FHLMC Note Due 10/16/2023	10/14/2020 10/16/2020 0.00	224,965.51 0.00 224,970.11 0.00	105.47 110.16 0.00 4.69	4.60 0.00 4.60 9.29	9.29
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/03/2020 11/05/2020 335,000.00	334,981.84 0.00 0.00 334,990.10	267.53 0.00 337.33 69.80	8.26 0.00 8.26 78.06	78.06

Income Earned

As of September 30, 2023



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
3137FEBQ2	FHLMC K072 A2 3.444% Due 12/25/2027	08/22/2023 08/25/2023 500,000.00	470,560.45 0.00 0.00 471,120.85	1,435.00 1,435.00 1,435.00 1,435.00	560.40 0.00 560.40 1,995.40	1,995.40
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	05/24/2023 05/30/2023 465,000.00	447,908.35 0.00 0.00 448,227.42	259.63 1,298.13 259.63 1,298.13	319.07 0.00 319.07 1,617.20	1,617.20
3137FJEH8	FHLMC K081 A2 3.9% Due 08/25/2028	09/15/2023 09/20/2023 155,000.00	0.00 148,436.72 0.00 148,476.81	0.00 (319.04) 503.75 184.71	40.09 0.00 40.09 224.80	224.80
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.47% Due 02/16/2028	04/04/2023 04/12/2023 115,000.00	114,997.21 0.00 0.00 114,997.28	214.19 428.38 214.19 428.38	0.07 0.00 0.07 428.45	428.45
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.64% Due 04/16/2027	07/06/2022 07/13/2022 90,000.00	89,999.60 0.00 0.00 89,999.62	136.50 273.00 136.50 273.00	0.02 0.00 0.02 273.02	273.02
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	08/08/2023 08/16/2023 75,000.00	74,991.18 0.00 0.00 74,991.49	168.13 381.08 123.29 336.24	0.31 0.00 0.31 336.55	336.55
437076CR1	Home Depot Callable Note Cont 8/15/2025 4% Due 09/15/2025	09/12/2022 09/19/2022 110,000.00	109,972.98 0.00 0.00 109,974.07	2,028.89 2,200.00 195.56 366.67	1.09 0.00 1.09 367.76	367.76
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 22,265.61	25,550.63 0.00 3,285.10 22,265.55	1.92 5.75 1.67 5.50	0.02 0.00 0.02 5.52	5.52
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 10,100.81	13,190.15 0.00 3,089.47 10,100.75	1.76 4.07 1.35 3.66	0.07 0.00 0.07 3.73	3.73

Income Earned

As of September 30, 2023



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
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 165,000.00	164,986.88 0.00 0.00 164,987.52	137.87 258.50 137.87 258.50	0.64 0.00 0.64 259.14	259.14
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 72,856.84	77,842.61 0.00 4,993.23 72,850.24	19.03 57.09 17.81 55.87	0.86 0.00 0.86 56.73	56.73
43815JAC7	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 04/21/2027	02/16/2023 02/24/2023 70,000.00	69,989.12 0.00 0.00 69,989.46	98.00 294.00 98.00 294.00	0.34 0.00 0.34 294.34	294.34
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 07/20/2026	08/15/2022 08/24/2022 105,000.00	104,995.82 0.00 0.00 104,995.99	141.43 326.37 141.43 326.37	0.17 0.00 0.17 326.54	326.54
438516CJ3	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 02/15/2028	02/13/2023 02/15/2023 400,000.00	407,982.33 0.00 0.00 407,832.38	880.00 0.00 2,530.00 1,650.00	0.00 149.95 (149.95) 1,500.05	1,500.05
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 04/15/2027	04/04/2023 04/12/2023 155,000.00	154,987.00 0.00 0.00 154,987.45	315.51 591.58 315.51 591.58	0.45 0.00 0.45 592.03	592.03
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	259,931.89 0.00 0.00 259,937.15	570.56 650.00 28.89 108.33	5.26 0.00 5.26 113.59	113.59
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	227,746.34 0.00 0.00 227,334.38	2,531.25 2,812.50 187.50 468.75	0.00 411.96 (411.96) 56.79	56.79
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,972.79 0.00 0.00 164,982.51	111.15 0.00 145.52 34.37	9.72 0.00 9.72 44.09	44.09

Income Earned

As of September 30, 2023



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
459058KW2	Intl. Bank Recon & Development Note 4.625% Due 08/01/2028	09/27/2023 09/29/2023 50,000.00	0.00 49,697.00 0.00 49,697.34	0.00 (19.27) 32.12 12.85	0.34 0.00 0.34 13.19	13.19
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	161,486.51 0.00 0.00 161,378.00	825.00 0.00 1,008.33 183.33	0.00 108.51 (108.51) 74.82	74.82
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	Various Various 500,000.00	505,406.34 0.00 0.00 504,515.19	8,050.00 8,050.00 1,341.67 1,341.67	0.00 891.15 (891.15) 450.52	450.52
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 05/15/2028	09/12/2023 09/19/2023 310,000.00	0.00 309,978.70 0.00 309,978.90	0.00 0.00 566.27 566.27	0.20 0.00 0.20 566.47	566.47
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 130,000.00	129,983.25 0.00 0.00 129,983.92	134.04 251.33 134.04 251.33	0.67 0.00 0.67 252.00	252.00
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 25,926.37	28,633.20 0.00 2,708.54 25,924.93	4.58 8.59 4.15 8.16	0.27 0.00 0.27 8.43	8.43
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 51,681.92	54,391.15 0.00 2,711.27 51,680.08	12.57 23.57 11.94 22.94	0.20 0.00 0.20 23.14	23.14
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 135,000.00	134,991.14 0.00 0.00 134,991.43	224.40 420.75 224.40 420.75	0.29 0.00 0.29 421.04	421.04
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 220,000.00	219,986.98 0.00 0.00 219,987.37	497.69 933.17 497.69 933.17	0.39 0.00 0.39 933.56	933.56

Income Earned

As of September 30, 2023



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
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	04/19/2023 04/21/2023 290,000.00	298,163.97 0.00 0.00 298,012.98	6,754.58 7,068.75 863.96 1,178.13	0.00 150.99 (150.99) 1,027.14	1,027.14
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 31,344.04	39,024.48 0.00 7,680.87 31,343.77	6.94 13.01 5.57 11.64	0.16 0.00 0.16 11.80	11.80
58770AAC7	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	01/18/2023 01/25/2023 105,000.00	104,989.58 0.00 0.00 104,989.88	210.47 394.62 210.47 394.62	0.30 0.00 0.30 394.92	394.92
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/08/2023 05/17/2023 90,000.00	89,931.37 0.00 0.00 89,932.57	1,053.00 0.00 1,356.75 303.75	1.20 0.00 1.20 304.95	304.95
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	200,935.42 0.00 0.00 200,643.10	399.31 0.00 878.47 479.16	0.00 292.32 (292.32) 186.84	186.84
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 175,000.00	175,000.00 0.00 0.00 175,000.00	1,000.79 0.00 1,683.14 682.35	0.00 0.00 0.00 682.35	682.35
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	04/27/2022 05/04/2022 95,000.00	94,985.28 0.00 0.00 94,985.96	691.92 0.00 965.04 273.12	0.68 0.00 0.68 273.80	273.80
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	10/05/2022 10/07/2022 450,000.00	439,479.17 0.00 0.00 439,713.49	5,550.00 0.00 7,050.00 1,500.00	234.32 0.00 234.32 1,734.32	1,734.32
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,986.48 0.00 0.00 79,987.66	24.44 0.00 57.78 33.34	1.18 0.00 1.18 34.52	34.52

Income Earned

As of September 30, 2023



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
69371RR57	Paccar Financial Corp Note 0.9% Due 11/08/2024	11/02/2021 11/08/2021 175,000.00	174,995.84 0.00 0.00 174,996.13	494.38 0.00 625.63 131.25	0.29 0.00 0.29 131.54	131.54
74456QBU9	Public Service El & Gas Callable Note Cont 02/01/28 3.7% Due 05/01/2028	09/06/2023 09/08/2023 300,000.00	0.00 282,801.00 0.00 283,034.10	0.00 (3,915.83) 4,625.00 709.17	233.10 0.00 233.10 942.27	942.27
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 500,000.00	507,881.05 0.00 0.00 507,327.35	3,750.00 0.00 4,687.51 937.51	0.00 553.70 (553.70) 383.81	383.81
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 35,000.00	34,994.84 0.00 0.00 34,995.32	27.95 0.00 46.18 18.23	0.48 0.00 0.48 18.71	18.71
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 245,000.00	245,186.53 0.00 0.00 245,153.39	831.98 918.75 66.36 153.13	1.30 34.44 (33.14) 119.99	119.99
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	02/02/2022 02/07/2022 90,000.00	90,000.00 0.00 0.00 90,000.00	109.13 0.00 240.08 130.95	0.00 0.00 0.00 130.95	130.95
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 500,000.00	504,414.04 0.00 0.00 503,724.35	7,673.61 8,125.00 902.78 1,354.17	0.00 689.69 (689.69) 664.48	664.48
89236TJH9	Toyota Motor Credit Corp Note 0.5% Due 06/18/2024	12/06/2021 12/08/2021 300,000.00	298,647.46 0.00 0.00 298,786.90	304.17 0.00 429.17 125.00	139.44 0.00 139.44 264.44	264.44
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 5,961.24	8,594.51 0.00 2,633.79 5,960.90	1.34 2.51 0.93 2.10	0.18 0.00 0.18 2.28	2.28

Income Earned

As of September 30, 2023



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
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 09/15/2026	04/07/2022 04/13/2022 115,000.00	114,998.45 0.00 0.00 114,998.52	149.76 280.79 149.76 280.79	0.07 0.00 0.07 280.86	280.86
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 56,222.83	59,932.67 0.00 3,710.41 56,222.33	18.91 35.46 17.74 34.29	0.07 0.00 0.07 34.36	34.36
9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/20/2022 12/21/2022 800,000.00	751,624.58 0.00 0.00 752,569.41	5,331.52 0.00 6,798.91 1,467.39	944.83 0.00 944.83 2,412.22	2,412.22
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	Various Various 750,000.00	775,948.03 0.00 0.00 774,881.67	56.66 0.00 1,756.52 1,699.86	0.00 1,066.36 (1,066.36) 633.50	633.50
9128286L9	US Treasury Note 2.25% Due 03/31/2026	02/25/2022 02/28/2022 750,000.00	756,363.00 0.00 0.00 756,160.36	7,100.41 8,437.50 46.11 1,383.20	0.00 202.64 (202.64) 1,180.56	1,180.56
912828B66	US Treasury Note 2.75% Due 02/15/2024	02/15/2022 02/16/2022 750,000.00	753,952.99 0.00 0.00 753,242.87	952.79 0.00 2,634.17 1,681.38	0.00 710.12 (710.12) 971.26	971.26
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/14/2021 10/15/2021 250,000.00	254,217.28 0.00 0.00 254,089.10	1,203.29 0.00 1,534.48 331.19	0.00 128.18 (128.18) 203.01	203.01
912828T26	US Treasury Note Due 09/30/2023	01/17/2020 01/21/2020 0.00	750,196.28 0.00 750,047.39 0.00	4,339.13 4,959.02 0.00 619.89	96.78 245.67 (148.89) 471.00	471.00
912828U24	US Treasury Note 2% Due 11/15/2026	03/29/2022 03/30/2022 625,000.00	614,551.79 0.00 0.00 614,819.47	3,702.45 0.00 4,721.47 1,019.02	267.68 0.00 267.68 1,286.70	1,286.70

Income Earned

As of September 30, 2023



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	Various Various 750,000.00	754,363.31 0.00 0.00 753,502.14	1,467.39 0.00 2,843.07 1,375.68	0.00 861.17 (861.17) 514.51	514.51
912828W71	US Treasury Note 2.125% Due 03/31/2024	Various Various 750,000.00	756,287.15 0.00 0.00 755,397.46	6,705.95 7,968.75 43.55 1,306.35	0.00 889.69 (889.69) 416.66	416.66
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	Various Various 750,000.00	757,229.00 0.00 0.00 756,385.15	5,553.67 0.00 7,082.20 1,528.53	0.00 843.85 (843.85) 684.68	684.68
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/09/2022 06/10/2022 350,000.00	341,486.92 0.00 0.00 341,675.82	2,462.13 0.00 3,139.78 677.65	188.90 0.00 188.90 866.55	866.55
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	301,057.73 0.00 0.00 300,962.72	456.52 0.00 884.51 427.99	0.00 95.01 (95.01) 332.98	332.98
912828YG9	US Treasury Note 1.625% Due 09/30/2026	12/28/2021 12/29/2021 300,000.00	303,432.60 0.00 0.00 303,341.06	2,051.23 2,437.50 13.32 399.59	0.00 91.54 (91.54) 308.05	308.05
912828Z52	US Treasury Note 1.375% Due 01/31/2025	02/17/2022 02/18/2022 750,000.00	746,550.96 0.00 0.00 746,750.71	896.74 0.00 1,737.43 840.69	199.75 0.00 199.75 1,040.44	1,040.44
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,568.63 0.00 0.00 349,591.06	736.34 875.00 4.78 143.44	22.43 0.00 22.43 165.87	165.87
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	362,806.31 0.00 0.00 362,909.47	231.86 0.00 306.66 74.80	103.16 0.00 103.16 177.96	177.96

Income Earned

As of September 30, 2023



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
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 750,000.00	741,671.45 0.00 0.00 741,975.78	714.65 0.00 945.19 230.54	304.33 0.00 304.33 534.87	534.87
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	Various Various 500,000.00	500,029.01 0.00 0.00 500,025.17	712.09 0.00 865.78 153.69	4.89 8.73 (3.84) 149.85	149.85
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	399,444.19 0.00 0.00 399,502.09	213.11 0.00 295.08 81.97	57.90 0.00 57.90 139.87	139.87
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,713.52 0.00 0.00 399,738.15	69.29 0.00 191.58 122.29	24.63 0.00 24.63 146.92	146.92
91282CDH1	US Treasury Note 0.75% Due 11/15/2024	11/18/2021 11/19/2021 750,000.00	749,242.79 0.00 0.00 749,294.30	1,666.10 0.00 2,124.66 458.56	51.51 0.00 51.51 510.07	510.07
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	Various Various 750,000.00	739,931.63 0.00 0.00 740,162.73	7,889.34 9,375.00 51.23 1,536.89	231.10 0.00 231.10 1,767.99	1,767.99
91282CEY3	US Treasury Note 3% Due 07/15/2025	06/23/2023 06/26/2023 550,000.00	533,467.48 0.00 0.00 534,193.66	2,152.17 0.00 3,497.28 1,345.11	726.18 0.00 726.18 2,071.29	2,071.29
91282CFM8	US Treasury Note 4.125% Due 09/30/2027	10/26/2022 10/27/2022 570,000.00	568,690.67 0.00 0.00 568,717.03	9,893.24 11,756.25 64.24 1,927.25	26.36 0.00 26.36 1,953.61	1,953.61
91282CFP1	US Treasury Note 4.25% Due 10/15/2025	06/23/2023 06/26/2023 550,000.00	546,302.11 0.00 0.00 546,445.25	8,877.39 0.00 10,793.37 1,915.98	143.14 0.00 143.14 2,059.12	2,059.12

Income Earned

As of September 30, 2023



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
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	05/25/2023 05/26/2023 500,000.00	498,013.68 0.00 0.00 498,051.34	3,316.92 0.00 4,896.40 1,579.48	37.66 0.00 37.66 1,617.14	1,617.14
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 05/15/2024	11/24/2021 11/29/2021 500,000.00	498,214.16 0.00 0.00 498,422.63	809.72 0.00 1,038.89 229.17	208.47 0.00 208.47 437.64	437.64
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 811.97	5,243.60 0.00 4,431.99 811.92	0.75 2.05 0.12 1.42	0.31 0.00 0.31 1.73	1.73
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,953.96 0.00 0.00 39,955.20	191.33 210.00 16.33 35.00	1.24 0.00 1.24 36.24	36.24
931142EW9	Wal-Mart Stores Note 3.9% Due 09/09/2025	09/06/2022 09/09/2022 80,000.00	79,962.24 0.00 0.00 79,963.77	1,490.67 1,560.00 190.67 260.00	1.53 0.00 1.53 261.53	261.53
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	09/27/2022 09/29/2022 225,000.00	218,971.49 0.00 0.00 219,094.60	4,246.25 4,443.75 543.13 740.63	123.11 0.00 123.11 863.74	863.74
			31,287,229.83	183,153.85	7,031.01	
			1,770,080.97	125,076.32	9,503.98	
			1,953,153.01	120,500.10	(2,472.97)	
Total Fixed Income		31,232,492.64	31,101,684.82	62,422.57	59,949.60	59,949.60

CASH & EQUIVALENT						
31846V203	First American Govt Obligation Fund Class Y	Various Various 434,313.37	135,864.25 1,084,434.63 785,985.51 434,313.37	0.00 657.45 0.00 657.45	0.00 0.00 0.00 657.45	657.45

Income Earned

As of September 30, 2023



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
62479LDC6	MUFG Bank Ltd	07/25/2023	578,869.34	0.00	2,830.00	2,830.00
	Discount CP	07/25/2023	0.00	0.00	0.00	
	5.66% Due 04/12/2024	600,000.00	0.00	0.00	2,830.00	
			581,699.34	0.00	2,830.00	
			714,733.59	0.00	2,830.00	
			1,084,434.63	657.45	0.00	
			785,985.51	0.00	2,830.00	
Total Cash & Equivalent		1,034,313.37	1,016,012.71	657.45	3,487.45	3,487.45

LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	5,346,263.84	30,053.93	0.00	15,088.19
	State Pool	Various	0.00	0.00	0.00	
		5,346,263.84	0.00	45,142.12	0.00	
			5,346,263.84	15,088.19	15,088.19	
			5,346,263.84	30,053.93	0.00	
			0.00	0.00	0.00	
			0.00	45,142.12	0.00	
Total Local Agency Investment Fund		5,346,263.84	5,346,263.84	15,088.19	15,088.19	15,088.19

INVESTMENT POOL						
09CATR\$05	CalTrust	Various	6,800,405.52	0.00	0.00	19,428.15
	Medium Term Fund	Various	19,428.15	19,428.15	0.00	
		678,742.24	0.00	0.00	0.00	
			6,819,833.67	19,428.15	19,428.15	

Income Earned

As of September 30, 2023



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
90CAMP\$00	California Asset Mgmt Program CAMP	Various Various 42,137,198.14	41,945,923.57 191,274.57 0.00 42,137,198.14	0.00 191,274.57 0.00 191,274.57	0.00 0.00 0.00 191,274.57	191,274.57
			48,746,329.09	0.00	0.00	
			210,702.72	210,702.72	0.00	
			0.00	0.00	0.00	
Total Investment Pool		42,815,940.38	48,957,031.81	210,702.72	210,702.72	210,702.72
			86,094,556.35	213,207.78	9,861.01	
			3,065,218.32	336,436.49	9,503.98	
			2,739,138.52	165,642.22	357.03	
TOTAL PORTFOLIO		80,429,010.23	86,420,993.18	288,870.93	289,227.96	289,227.96

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
10/15/2023	Interest	91282CFP1	550,000.00	US Treasury Note 4.25% Due 10/15/2025	0.00	11,687.50	11,687.50
10/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,337.16	251.33	5,588.49
10/15/2023	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	383.64	1.74	385.38
10/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,911.71	258.50	8,170.21
10/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
10/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
10/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
10/15/2023	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,291.59	33.27	3,324.86
10/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
10/15/2023	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,284.26	1,284.26
10/15/2023	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,990.45	7.78	1,998.23
10/15/2023	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,868.98	22.40	2,891.38
10/15/2023	Paydown	58769KAD6	31,344.04	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,834.93	10.45	7,845.38
10/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
10/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	0.00	280.79	280.79
10/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2023	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
10/15/2023	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,226.91	1,226.91
10/16/2023	Dividend	90LAIF\$00	480,418,828.80	Local Agency Investment Fund State Pool	0.00	45,137.32	45,137.32
10/16/2023	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
10/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
10/18/2023	Paydown	43813KAC6	10,100.81	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	5,049.63	3.11	5,052.74
10/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
10/19/2023	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
10/19/2023	Paydown	3137FEBQ2	0.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
10/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
10/20/2023	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.61	0.32	47.93
10/21/2023	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,277.70	53.43	4,331.13
10/21/2023	Paydown	43813GAC5	22,265.61	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,708.69	5.01	3,713.70
10/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
10/25/2023	Paydown	05601XAC3	45,832.70	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,555.51	42.01	7,597.52
10/25/2023	Paydown	09690AAC7	9,488.31	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,162.01	2.61	3,164.62

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
10/25/2023	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
10/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
10/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	31,802.93	802.50	32,605.43
10/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
10/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
OCT 2023					85,222.54	76,770.18	161,992.72
11/01/2023	Interest	74456QBU9	300,000.00	Public Service EI & Gas Callable Note Cont 02/01/28 3.7% Due 5/1/2028	0.00	5,550.00	5,550.00
11/01/2023	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
11/06/2023	Maturity	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	335,000.00	418.75	335,418.75
11/07/2023	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/08/2023	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
11/10/2023	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
11/12/2023	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/15/2023	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
11/15/2023	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Interest	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	0.00	1,375.00	1,375.00
11/15/2023	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
11/15/2023	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
11/15/2023	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
11/15/2023	Interest	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	9,375.00	9,375.00
11/15/2023	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
11/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,946.40	246.10	8,192.50
11/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
11/15/2023	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,869.25	21.15	2,890.40
11/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
11/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,367.61	280.79	5,648.40
11/15/2023	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
11/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,344.01	241.01	5,585.02
11/15/2023	Paydown	58769KAD6	31,344.04	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,835.65	7.84	7,843.49
11/15/2023	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	382.23	1.63	383.86
11/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2023	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,991.10	7.18	1,998.28
11/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
11/15/2023	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
11/15/2023	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
11/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
11/15/2023	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,293.54	31.32	3,324.86
11/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
11/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
11/17/2023	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
11/17/2023	Interest	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	1,822.50	1,822.50
11/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
11/18/2023	Paydown	43813KAC6	10,100.81	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	5,051.18	1.56	5,052.74
11/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
11/20/2023	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.63	0.30	47.93
11/21/2023	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,278.70	50.29	4,328.99
11/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
11/21/2023	Paydown	43813GAC5	22,265.61	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,709.59	4.18	3,713.77

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/24/2023	Maturity	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	206.25	165,206.25
11/25/2023	Paydown	05601XAC3	45,832.70	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,588.62	35.09	7,623.71
11/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
11/25/2023	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
11/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
11/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	30,072.54	717.43	30,789.97
11/25/2023	Paydown	09690AAC7	9,488.31	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,162.77	1.74	3,164.51
11/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
11/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
11/30/2023	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
11/30/2023	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
NOV 2023					588,940.82	78,152.80	667,093.62
12/01/2023	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
12/06/2023	Call	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	1,916.67	201,916.67
12/08/2023	Maturity	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	350,000.00	5,906.25	355,906.25
12/14/2023	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2023	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2023	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
12/15/2023	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
12/15/2023	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
12/15/2023	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
12/15/2023	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
12/15/2023	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,991.75	6.58	1,998.33
12/15/2023	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,869.51	19.91	2,889.42
12/15/2023	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
12/15/2023	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,378.32	267.69	5,646.01
12/15/2023	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	7,981.22	233.66	8,214.88
12/15/2023	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
12/15/2023	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	380.81	1.52	382.33
12/15/2023	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,350.86	230.68	5,581.54
12/15/2023	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
12/15/2023	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
12/15/2023	Paydown	58769KAD6	31,344.04	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,836.37	5.22	7,841.59

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2023	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,295.49	29.37	3,324.86
12/16/2023	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
12/16/2023	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
12/18/2023	Interest	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	0.00	750.00	750.00
12/18/2023	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
12/20/2023	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
12/20/2023	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.65	0.28	47.93
12/21/2023	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,279.70	47.15	4,326.85
12/21/2023	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
12/21/2023	Paydown	43813GAC5	22,265.61	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,710.49	3.34	3,713.83
12/25/2023	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
12/25/2023	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
12/25/2023	Paydown	05601XAC3	45,832.70	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,621.89	28.13	7,650.02
12/25/2023	Paydown	09690AAC7	9,488.31	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	3,163.53	0.87	3,164.40
12/25/2023	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
12/25/2023	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	28,338.81	636.98	28,975.79
12/25/2023	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2023	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
12/31/2023	Interest	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	9,687.50	9,687.50
DEC 2023					632,246.40	47,163.87	679,410.27
01/06/2024	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
01/15/2024	Interest	91282CEY3	550,000.00	US Treasury Note 3% Due 7/15/2025	0.00	8,250.00	8,250.00
01/15/2024	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
01/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	379.38	1.40	380.78
01/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,016.21	221.15	8,237.36
01/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
01/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,869.77	18.67	2,888.44
01/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
01/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,389.07	254.55	5,643.62
01/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
01/15/2024	Paydown	58769KAD6	31,344.04	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	7,837.09	2.61	7,839.70
01/15/2024	Paydown	02582JJT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
01/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
01/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
01/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,357.73	220.34	5,578.07
01/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,992.39	5.99	1,998.38
01/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
01/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
01/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,297.44	27.42	3,324.86
01/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
01/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
01/17/2024	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
01/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
01/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.67	0.26	47.93
01/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
01/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,280.69	44.02	4,324.71
01/21/2024	Paydown	43813GAC5	22,265.61	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,711.38	2.51	3,713.89
01/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
01/25/2024	Paydown	05601XAC3	45,832.70	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,655.30	21.14	7,676.44
01/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
01/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
01/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
01/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	26,601.73	561.18	27,162.91
01/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
01/31/2024	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25
01/31/2024	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2024	Maturity	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	750,000.00	8,437.50	758,437.50
JAN 2024					827,435.85	48,212.45	875,648.30
02/01/2024	Interest	459058KW2	50,000.00	Intl. Bank Recon & Development Note 4.625% Due 8/1/2028	0.00	802.95	802.95
02/06/2024	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
02/09/2024	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2024	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
02/15/2024	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
02/15/2024	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
02/15/2024	Maturity	912828B66	750,000.00	US Treasury Note 2.75% Due 2/15/2024	750,000.00	10,312.50	760,312.50
02/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
02/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,993.04	5.39	1,998.43
02/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	0.00	420.75	420.75
02/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,299.39	25.47	3,324.86
02/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,870.04	17.42	2,887.46
02/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
02/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	377.93	1.29	379.22
02/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,399.83	241.40	5,641.23
02/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
02/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,051.35	208.59	8,259.94
02/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
02/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
02/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
02/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
02/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,364.60	209.98	5,574.58
02/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
02/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/18/2024	Call	808513BN4	150,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	150,000.00	468.75	150,468.75
02/18/2024	Interest	06428CAA2	300,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	8,289.00	8,289.00
02/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	0.00	326.38	326.38
02/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.69	0.24	47.93
02/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
02/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,281.69	40.88	4,322.57
02/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
02/21/2024	Paydown	43813GAC5	22,265.61	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,712.28	1.67	3,713.95
02/23/2024	Interest	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.00	6,500.00	6,500.00
02/25/2024	Paydown	05601XAC3	45,832.70	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,688.85	14.13	7,702.98
02/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
02/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
02/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	24,861.30	490.02	25,351.32
02/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
02/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
02/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
02/29/2024	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
FEB 2024					967,947.99	67,149.32	1,035,097.31
03/01/2024	Call	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	8,050.00	508,050.00
03/07/2024	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
03/08/2024	Maturity	3130AT3H8	700,000.00	FHLB Note 3.375% Due 3/8/2024	700,000.00	11,812.50	711,812.50
03/09/2024	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
03/09/2024	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
03/09/2024	Interest	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	7,068.75	7,068.75
03/10/2024	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
03/11/2024	Maturity	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	8,125.00	508,125.00
03/15/2024	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
03/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	376.47	1.18	377.65
03/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
03/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
03/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
03/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,086.64	195.98	8,282.62
03/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
03/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,496.86	420.75	5,917.61
03/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
03/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,301.34	23.52	3,324.86
03/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,371.49	199.61	5,571.10
03/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,870.29	16.18	2,886.47
03/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
03/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,410.62	228.21	5,638.83
03/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
03/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,993.69	4.79	1,998.48
03/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
03/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	0.00	273.00	273.00
03/17/2024	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
03/18/2024	Maturity	808513BN4	95,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	95,000.00	356.25	95,356.25
03/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,514.30	326.38	5,840.68
03/19/2024	Maturity	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	2,812.50	227,812.50
03/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
03/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.71	0.22	47.93

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,282.69	37.74	4,320.43
03/21/2024	Paydown	43813GAC5	22,265.61	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,713.17	0.84	3,714.01
03/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
03/23/2024	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
03/25/2024	Paydown	05601XAC3	45,832.70	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	7,722.55	7.08	7,729.63
03/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	23,117.51	423.51	23,541.02
03/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
03/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
03/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
03/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
03/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
03/31/2024	Interest	9128286L9	750,000.00	US Treasury Note 2.25% Due 3/31/2026	0.00	8,437.50	8,437.50
03/31/2024	Interest	912828YG9	300,000.00	US Treasury Note 1.625% Due 9/30/2026	0.00	2,437.50	2,437.50
03/31/2024	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
03/31/2024	Interest	91282CEF4	750,000.00	US Treasury Note 2.5% Due 3/31/2027	0.00	9,375.00	9,375.00
03/31/2024	Interest	91282CFM8	570,000.00	US Treasury Note 4.125% Due 9/30/2027	0.00	11,756.25	11,756.25
03/31/2024	Maturity	912828W71	750,000.00	US Treasury Note 2.125% Due 3/31/2024	750,000.00	7,968.75	757,968.75

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAR 2024					2,847,305.33	120,349.05	2,967,654.38
04/12/2024	Maturity	62479LDC6	600,000.00	MUFG Bank Ltd Discount CP 5.66% Due 4/12/2024	600,000.00	0.00	600,000.00
04/15/2024	Interest	91282CFP1	550,000.00	US Treasury Note 4.25% Due 10/15/2025	0.00	11,687.50	11,687.50
04/15/2024	Maturity	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	500,000.00	937.50	500,937.50
04/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
04/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
04/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
04/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,378.38	189.22	5,567.60
04/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
04/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
04/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
04/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,122.09	183.31	8,305.40
04/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
04/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,994.34	4.19	1,998.53
04/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,507.84	403.62	5,911.46
04/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,303.30	21.56	3,324.86
04/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,870.56	14.93	2,885.49

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
04/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	374.99	1.07	376.06
04/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,421.43	215.00	5,636.43
04/16/2024	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
04/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
04/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,865.51	273.00	5,138.51
04/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,515.64	309.23	5,824.87
04/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.72	0.21	47.93
04/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
04/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
04/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,283.69	34.60	4,318.29
04/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
04/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	21,370.35	361.67	21,732.02
04/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
04/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
04/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
04/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
APR 2024					1,169,055.84	28,656.67	1,197,712.51
05/01/2024	Interest	74456QBU9	300,000.00	Public Service El & Gas Callable Note Cont 02/01/28 3.7% Due 5/1/2028	0.00	5,550.00	5,550.00
05/01/2024	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
05/07/2024	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/08/2024	Interest	69371RR57	175,000.00	Paccar Financial Corp Note 0.9% Due 11/8/2024	0.00	787.50	787.50
05/10/2024	Interest	665859AW4	450,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	9,000.00	9,000.00
05/12/2024	Maturity	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	292.50	130,292.50
05/15/2024	Interest	912828U24	625,000.00	US Treasury Note 2% Due 11/15/2026	0.00	6,250.00	6,250.00
05/15/2024	Interest	91282CDH1	750,000.00	US Treasury Note 0.75% Due 11/15/2024	0.00	2,812.50	2,812.50
05/15/2024	Interest	9128283F5	800,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	9,000.00	9,000.00
05/15/2024	Interest	912828X88	350,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	4,156.25	4,156.25
05/15/2024	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
05/15/2024	Maturity	912828WJ5	750,000.00	US Treasury Note 2.5% Due 5/15/2024	750,000.00	9,375.00	759,375.00
05/15/2024	Maturity	91324PEB4	500,000.00	United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024	500,000.00	1,375.00	501,375.00
05/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
05/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,157.68	170.59	8,328.27

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
05/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,870.82	13.69	2,884.51
05/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
05/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,432.26	201.76	5,634.02
05/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
05/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,385.28	178.83	5,564.11
05/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,518.84	386.45	5,905.29
05/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
05/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,305.25	19.61	3,324.86
05/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	373.50	0.96	374.46
05/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
05/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
05/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
05/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,994.99	3.59	1,998.58
05/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
05/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,881.07	258.24	5,139.31
05/17/2024	Interest	58933YBH7	90,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	1,822.50	1,822.50

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/17/2024	Maturity	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	1,125.00	501,125.00
05/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,516.97	292.09	5,809.06
05/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
05/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.74	0.19	47.93
05/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,284.70	31.45	4,316.15
05/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
05/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	0.00	172.00	172.00
05/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
05/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
05/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
05/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	19,619.82	304.51	19,924.33
05/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
05/31/2024	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
05/31/2024	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
MAY 2024					1,947,388.92	76,722.02	2,024,110.94
06/01/2024	Interest	023135CN4	395,000.00	Amazon.com Inc Note 4.6% Due 12/1/2025	0.00	9,085.00	9,085.00
06/14/2024	Maturity	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	155,000.00	2,228.13	157,228.13

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2024	Interest	63743HFE7	95,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	1,638.75	1,638.75
06/15/2024	Maturity	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	400,000.00	500.00	400,500.00
06/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
06/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,193.44	157.81	8,351.25
06/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,871.08	12.45	2,883.53
06/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
06/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	371.98	0.86	372.84
06/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,443.11	188.50	5,631.61
06/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,307.21	17.65	3,324.86
06/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
06/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
06/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,995.63	3.00	1,998.63
06/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,529.87	369.25	5,899.12
06/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
06/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,392.20	168.41	5,560.61
06/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
06/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	933.17	933.17
06/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
06/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,896.67	243.44	5,140.11
06/18/2024	Maturity	89236TJH9	300,000.00	Toyota Motor Credit Corp Note 0.5% Due 6/18/2024	300,000.00	750.00	300,750.00
06/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,518.31	274.94	5,793.25
06/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.76	0.17	47.93
06/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
06/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,285.70	28.31	4,314.01
06/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
06/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
06/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
06/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
06/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,931.47	172.00	4,103.47
06/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	17,865.91	252.03	18,117.94
06/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
06/30/2024	Interest	91282CGC9	500,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	9,687.50	9,687.50
JUN 2024					924,650.34	38,526.26	963,176.60

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/06/2024	Interest	3133ENKS8	750,000.00	FFCB Note 1.125% Due 1/6/2025	0.00	4,218.76	4,218.76
07/15/2024	Interest	91282CEY3	550,000.00	US Treasury Note 3% Due 7/15/2025	0.00	8,250.00	8,250.00
07/15/2024	Maturity	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	109.38	35,109.38
07/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	370.45	0.75	371.20
07/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
07/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
07/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,996.28	2.40	1,998.68
07/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
07/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,229.36	144.97	8,374.33
07/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
07/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
07/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,540.91	352.02	5,892.93
07/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	8,945.50	933.17	9,878.67
07/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,309.16	15.70	3,324.86
07/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
07/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,399.11	157.99	5,557.10
07/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,871.35	11.20	2,882.55

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
07/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,453.98	175.21	5,629.19
07/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,912.33	228.58	5,140.91
07/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
07/17/2024	Interest	61747YET8	175,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.00	4,094.13	4,094.13
07/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,519.64	257.79	5,777.43
07/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.78	0.15	47.93
07/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
07/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,286.69	25.17	4,311.86
07/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
07/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	16,108.63	204.23	16,312.86
07/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
07/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
07/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,946.55	155.09	4,101.64
07/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
07/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
07/31/2024	Interest	912828Z52	750,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	5,156.25	5,156.25

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2024	Maturity	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	300,000.00	2,625.00	302,625.00
JUL 2024					411,937.72	38,932.83	450,870.55
08/01/2024	Interest	459058KW2	50,000.00	Intl. Bank Recon & Development Note 4.625% Due 8/1/2028	0.00	1,156.25	1,156.25
08/06/2024	Interest	857477BR3	90,000.00	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	0.00	785.70	785.70
08/09/2024	Maturity	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	200.00	80,200.00
08/14/2024	Interest	3133ENPG9	415,000.00	FFCB Note 1.75% Due 2/14/2025	0.00	3,631.25	3,631.25
08/15/2024	Interest	438516CJ3	400,000.00	Honeywell Intl Callable Note Cont 01/15/2028 4.95% Due 2/15/2028	0.00	9,900.00	9,900.00
08/15/2024	Maturity	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	400,000.00	750.00	400,750.00
08/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
08/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,406.04	147.55	5,553.59
08/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	8,964.44	895.22	9,859.66
08/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	368.92	0.64	369.56
08/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
08/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,996.93	1.80	1,998.73
08/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,551.98	334.75	5,886.73
08/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,311.12	13.74	3,324.86
08/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,265.43	132.08	8,397.51
08/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,871.61	9.96	2,881.57
08/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	0.00	394.63	394.63
08/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,464.88	161.89	5,626.77
08/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
08/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
08/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	0.00	591.58	591.58
08/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
08/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,928.03	213.68	5,141.71
08/18/2024	Interest	06428CAA2	300,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	8,289.00	8,289.00
08/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,520.97	240.63	5,761.60
08/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.80	0.13	47.93
08/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25
08/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
08/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,287.69	22.03	4,309.72
08/23/2024	Interest	037833BY5	400,000.00	Apple Inc Callable Note Cont 11/23/2025 3.25% Due 2/23/2026	0.00	6,500.00	6,500.00
08/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	14,347.95	161.14	14,509.09

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
08/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
08/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
08/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,961.68	138.12	4,099.80
08/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
08/31/2024	Interest	9128284Z0	750,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	10,312.50	10,312.50
AUG 2024					555,295.47	55,812.95	611,108.42
09/07/2024	Interest	24422EWB1	130,000.00	John Deere Capital Corp Note 2.125% Due 3/7/2025	0.00	1,381.25	1,381.25
09/09/2024	Interest	57636QAW4	290,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	7,068.75	7,068.75
09/09/2024	Interest	931142EW9	80,000.00	Wal-Mart Stores Note 3.9% Due 9/9/2025	0.00	1,560.00	1,560.00
09/09/2024	Interest	931142EX7	225,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	4,443.75	4,443.75
09/10/2024	Interest	3130ATS57	700,000.00	FHLB Note 4.5% Due 3/10/2028	0.00	15,750.00	15,750.00
09/15/2024	Interest	437076CR1	110,000.00	Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025	0.00	2,200.00	2,200.00
09/15/2024	Paydown	89236XAC0	5,961.24	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	367.36	0.53	367.89
09/15/2024	Paydown	02582JIT8	185,000.00	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	0.00	522.63	522.63
09/15/2024	Paydown	161571HT4	340,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	1,462.00	1,462.00
09/15/2024	Paydown	47788UAC6	25,926.37	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	1,997.58	1.20	1,998.78

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2024	Paydown	02582JKD1	340,000.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	0.00	1,481.83	1,481.83
09/15/2024	Paydown	43815BAC4	165,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	8,301.66	119.13	8,420.79
09/15/2024	Paydown	448979AD6	155,000.00	Hyundai Auto Receivables Trust 2023-A A3 4.58% Due 4/15/2027	8,835.79	591.58	9,427.37
09/15/2024	Paydown	47789QAC4	51,681.92	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	2,871.88	8.71	2,880.59
09/15/2024	Paydown	58770AAC7	105,000.00	Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027	4,375.62	394.63	4,770.25
09/15/2024	Paydown	89238FAD5	115,000.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	5,475.79	148.55	5,624.34
09/15/2024	Paydown	02582JJZ4	125,000.00	American Express Credit Trust 2023-1 A 4.87% Due 5/15/2028	0.00	507.29	507.29
09/15/2024	Paydown	47787CAC7	310,000.00	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	0.00	1,415.67	1,415.67
09/15/2024	Paydown	47787JAC2	130,000.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	5,412.98	137.10	5,550.08
09/15/2024	Paydown	47800AAC4	135,000.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	5,563.07	317.44	5,880.51
09/15/2024	Paydown	47800BAC2	220,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	8,983.41	857.20	9,840.61
09/15/2024	Paydown	89238JAC9	56,222.83	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	3,313.08	11.78	3,324.86
09/16/2024	Paydown	36265WAD5	90,000.00	GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027	4,943.78	198.73	5,142.51
09/16/2024	Paydown	362583AD8	115,000.00	GM Auto Receivable Trust 2023-2 A3 4.47% Due 2/16/2028	0.00	428.38	428.38
09/17/2024	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2024	Paydown	43815PAC3	105,000.00	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	5,522.31	223.47	5,745.78
09/20/2024	Paydown	379929AD4	75,000.00	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	0.00	336.25	336.25

Cash Flow Report

As of September 30, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2024	Paydown	92290BAA9	811.97	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	47.82	0.11	47.93
09/21/2024	Paydown	43815GAC3	72,856.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	4,288.70	18.88	4,307.58
09/21/2024	Paydown	43815JAC7	70,000.00	Honda Auto Receivables Owner 2023-1 A3 5.04% Due 4/21/2027	0.00	294.00	294.00
09/23/2024	Maturity	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	650.00	260,650.00
09/25/2024	Paydown	05593AAC3	40,000.00	BMW Vehicle Lease Trust 2023-1 A3 5.16% Due 11/25/2025	3,976.86	121.09	4,097.95
09/25/2024	Paydown	3137BNGT5	500,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	1,143.75	1,143.75
09/25/2024	Paydown	3137FEBQ2	500,000.00	FHLMC K072 A2 3.444% Due 12/25/2027	0.00	1,435.00	1,435.00
09/25/2024	Paydown	3137FETN0	465,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	1,298.13	1,298.13
09/25/2024	Paydown	3137FJEH8	155,000.00	FHLMC K081 A2 3.9% Due 8/25/2028	0.00	503.75	503.75
09/25/2024	Paydown	05602RAD3	300,000.00	BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026	12,583.88	122.76	12,706.64
SEP 2024					346,861.57	47,365.32	394,226.89
TOTAL					11,304,288.79	723,813.72	12,028,102.51



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

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

1. Report the Appointment of the following individuals:
 - a. **SIGRID ARENAS** to the position of Police Records Technician I, Schedule 38 (\$4,270 - \$5,450/month) with the Police Department effective October 1, 2023.
 - b. **JESUS LOPEZ-MAGANA** to the position of Equipment Mechanic, Schedule 47 (\$5,333 - \$6,807/month) with the Public Works Department effective October 2, 2023.
2. Report the Promotion of the following individuals:
 - a. **FRANCISCO OREJEL**, to the position of Code Enforcement Officer, Schedule 53 (\$6,185 - \$7,894/month), with the Community Development Department, effective October 1, 2023.
 - b. **DANA PYNN**, to the position of Assistant Director of Transportation, Schedule 141 (\$12,709 - \$16,220/month), with the Transportation Department, effective October 2, 2023.
3. Report the Recruitment for the Open/Competitive position of Associate Planner (Community Development Department). This recruitment is open until filled.
4. Report the Recruitment for the Open/Competitive position of Certified Nursing Assistant (Recreation and Human Services Department). This recruitment is open until filled.
5. Report the Recruitment for the Open/Competitive position of Communications Liaison Officer (Elected and City Manager's Offices). This recruitment is open until filled.
6. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation and Human Services Department). This recruitment is open until filled.
7. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.
8. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
9. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation and Human Services Department). This is a continuous recruitment.
10. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
11. Report the Recruitment for the Open/Competitive position of Senior Account Clerk (Administrative Services Department). This recruitment is open until filled.

12. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.
13. Report the Recruitment for the Open/Competitive position of Transit Training and Safety Supervisor (Transportation Department). This recruitment is open until filled.
14. Report the Recruitment for the Open/Competitive position of Transportation Operations Supervisor (Transportation Department). This recruitment is open until filled.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.F
Section: CONSENT CALENDAR
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorize Agreements between South Bay Workforce Investment Board, Inc. (SBWIB, Inc.) on behalf of the City of Inglewood, and the City of Gardena through June 30, 2024. Authorize the agreement between the Workforce Development Aging and Community Services and the City of Gardena run by the SBWIB, Inc., for the period ending June 30, 2027.

CONTACT: ADMINISTRATIVE SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council approve the Contracts between the SBWIB, Inc., on behalf of the City of Inglewood, and the City of Gardena ("Agreement") through June 30, 2024, and the agreement between the Workforce Development Aging and Community Services and the City of Gardena run by the SBWIB, Inc., through June 30, 2027.

The Transitional Subsidized Employment (TSE) Program and the Workforce Innovation and Opportunity Act (WIOA) Youth Services Program, both run by the SBWIB, will enlist the City to provide a platform in which its participants gain workforce training and experience with the ultimate goal of preparing participants for permanent employment and self-sufficiency.

The City has utilized the TSE program in the past, with successful results; leading to a number of participants being hired as City employees, at the conclusion of the program. The TSE program is at no cost to the City, covering up to 5 months of work assistance. The City will utilize the Youth Services program to offer work experience in various support positions to youths aged 14-24 years of age with a maximum of 160 hours, at no cost to City.

In addition, the Agreements comply with all relevant bargaining contracts in that the Work Experience Programs will not displace or hinder promotional or employment opportunities for current City employees.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

[TSE PWE worksite agreement.docx](#)

[City of Gardena LA County WDACS-Youth@Work Worksite Agreement.docx](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio". The signature is fluid and cursive, with a period at the end.

Clint Osorio, City Manager

SBWIB, Inc.

**Contract No. 23 – W124
California Work Opportunity and Responsibility to Kids (CalWORKs)
Greater Avenues for Independence (GAIN)
General Relief Opportunities for Work (GROW)
LA County Department of Children and Family Services (DCFS)
Work Experience/Work Study/Community Service Combined Agreement**

South Bay Workforce Investment Board, Inc. (SBWIB, Inc.)	<i>CONTACT PERSON:</i> JAN VOGEL	<i>TELEPHONE NO:</i> 310.970.7700
<i>ADDRESS:</i> 11539 HAWTHORNE BLVD., STE. 500 HAWTHORNE, CA 90250	<i>EMAIL:</i> JVogel@SBWIB.org	<i>FAX NO:</i> 310.970.7711
<i>SUBCONTRACTOR:</i> CITY OF GARDENA	<i>CONTACT PERSON:</i> TASHA CERDA, MAYOR	<i>TELEPHONE NO:</i> (310) 217-9507
<i>SUBCONTRACTOR ADDRESS:</i> <i>(PRINCIPAL PLACE OF BUSINESS)</i> 1700 W. 162ND STREET GARDENA, CA 90247	<i>EMAIL:</i> tcerda@cityofgardena.org	<i>FAX NO:</i> (310) 217-9694

This Subcontract Agreement is entered into this 1st day of _____ 2023, between **South Bay Workforce Investment Board, Inc. (SBWIB, INC.)**, a California non-profit public benefit corporation who serves as the Intermediary Contractor on behalf of the City of Inglewood, hereinafter referred to as SBWIB, INC., and **City of Gardena, (Organization Type)**, hereinafter referred to as SUBCONTRACTOR.

Recitals:

This contract is a subcontract under the terms of a Prime Contract with the County of Los Angeles, hereinafter referred to as COUNTY. All representations and warranties expressed herein shall inure to the benefit of the COUNTY. The contract is non-financial.

Non-financial agreements connote that there shall be no cost to SBWIB, INC., or the COUNTY for services provided by the SUBCONTRACTOR. All representations and warranties expressed herein shall inure to the benefit of the COUNTY.

In providing activities for the CalWORKs/GAIN/GROW/DCFS/PROBATION Programs hereunder, referred to by individual program names or collectively as Transitional Subsidized Employment Programs, SUBCONTRACTOR shall conform to the provisions set forth in this subcontract agreement, including any and all Exhibits hereto and all current and future CalWORKs/GAIN/GROW/DCFS/PROBATION directives. SBWIB, INC., will notify

SUBCONTRACTOR of any CalWORKs/GAIN/GROW/DCFS/PROBATION directives in writing upon receiving said directives from the COUNTY. This shall be done in order to maintain the various programs integrity and avoid any conflict of interest in its administration.

For this agreement, if applicable, Work Experience (WEX) shall be defined as a paid or nonpaid work assignment with a public, private for-profit or private non-profit organization that supplies a given participant with work behavior skills and a reference for future unsubsidized employment or on-the-job enhancement of existing or recently acquired work skills. The employment is temporary and the worksite is not expected to retain the participant beyond the work-experience assignment.

For this agreement, if applicable, Work Study (WS) shall be defined as an academic program that enables college students to gain work experience while continuing their studies. The employment is temporary and the worksite is not expected to retain the participant beyond the work-experience assignment.

For this agreement, if applicable, Community Service (CS) is a paid or nonpaid activity performed by eligible participants in the public or private non-profit sector under the close supervision of a community service provider. Community Service activities are intended to provide participants with necessary job skills that can lead to full-time unsubsidized employment and self-sufficiency.

I. **GENERAL PROVISIONS**

A. **STATEMENT OF WORK**

SUBCONTRACTOR agrees to perform the duties and activities contained in the Work Experience/Work Study Statement of Work, which is attached hereto, respectively labeled EXHIBIT 1, and is incorporated herein by reference, as if set forth in full.

B. **TERM OF AGREEMENT**

The term of this agreement shall be effective from the date of its execution through June 30, 2024. SBWIB, Inc. shall have the sole option to extend this Contract for a one-year period. Both parties shall perform and complete services for those activities covered by this subcontract until this subcontract expires or is terminated in writing by either party.

C. **CHANGES AND AMENDMENTS OF TERMS**

This Agreement may be amended upon mutual written consent of both parties.

D. **NOTICE**

Any notice or notices required pursuant to this subcontract may be personally served on the other party, or may be served by certified mail, postage prepaid or return receipt request.

All notices required to be given to SBWIB, INC., shall be delivered or mailed to the parties as follows:

Mr. Jan Vogel, Chief Executive Officer
South Bay Workforce Investment Board, Inc.
11539 Hawthorne Boulevard, 5th Floor
Hawthorne, CA 90250
310.970.7700

All notices required to be given to the SUBCONTRACTOR shall be delivered or mailed to the address below:

TASHA CERDA, MAYOR
CITY OF GARDENA
1700 W. 162ND STREET
GARDENA, CA 90247
(310) 217-9507

Either party may designate a new address by giving written notice to the other party.

E. SUBCONTRACTOR CONFIDENTIALITY AGREEMENT

Employees of SUBCONTRACTOR who have access to participant files and/or information must complete, sign, and adhere to the "SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT," attached hereto as EXHIBIT 2, which is incorporated herein by reference, as if set forth in full. Subcontractor will identify specific staff who will have access to participant files. A copy of this form must be on file prior to a worksite employee commencing any work under to this agreement.

F. SUBCONTRACTING

No part of the SUBCONTRACTOR'S service obligations may be further subcontracted to any person or entity without the express written consent of SBWIB, INC., and the COUNTY.

G. INSURANCE

SUBCONTRACTOR agrees to maintain in force at all times Comprehensive General Liability Insurance that willfully protects the SUBCONTRACTOR, SBWIB, INC., AND COUNTY from claims arising out of any act or liability laws. All insurance policies required under this agreement shall stipulate that SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives and COUNTY, its Special Districts, officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives be named as additional insured and that SBWIB, INC., be given 30 days' written notice of any modification or cancellations of insurance by the carrier.

SUBCONTRACTOR, prior to the commencement of a subcontract with SBWIB, INC., shall deliver to SBWIB, INC., a current certificate evidencing the required insurance coverages, secured through carriers reasonably satisfactory to SBWIB, INC. SUBCONTRACTOR shall maintain coverages and limits as follows:

1. General Liability

SUBCONTRACTOR is required to maintain a general liability insurance policy (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products /Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability

If a SUBCONTRACTOR, in conducting activities under this Agreement, uses motor vehicles, the SUBCONTRACTOR is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “non-owned”, “leased” or “hired” vehicles, or coverage for “any auto.” Should SUBCONTRACTOR and its employees not use any motor vehicles to provide the services required under this agreement, SUBCONTRACTOR shall furnish to SBWIB, INC., on SUBCONTRACTOR’s letterhead, a letter stating “Company owned or operated vehicles will not be used to perform any of the services contemplated by the agreement between SUBCONTRACTOR and the South Bay Workforce Investment Board, Inc.”

3. Workers Compensation and Employers’ Liability

SUBCONTRACTOR is required to maintain and provide evidence of insurance providing workers compensation benefits for subcontractor's employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

SUBCONTRACTOR shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement. SUBCONTRACTOR shall implement and engage in interactive processes as required under the American Disability

Act and make an effort to provide reasonable accommodations to participants who may be injured while completing their assignment, as applicable.

The parties hereto further agree and recognize that though SUBCONTRACTOR maintains sole discretion and authority over participants' daily assignments and activities, the participants are enrolled in a work-experience training program for which their participation is not equal to that of a standard employee of the SUBCONTRACTOR while enrolled in the program and; therefore, are not entitled to benefits as SUBCONTRACTOR's direct employees, including, but not limited to, unemployment insurance, state disability, or health insurance.

H. PUBLIC ENTITY EVIDENCE OF INSURANCE

Subject to review and approval by SBWIB, INC'S counsel, SBWIB, INC., will accept from public entity subcontractors evidence of an on-going self-insurance program as an equivalent for such coverage as described above in Section G, parts 1, 2, and 3 (General Liability and Automobile Coverage Limits).

I. RELIGIOUS ACTIVITIES PROHIBITED

SUBCONTRACTOR agrees that no participant shall be asked or required to participate in the promotion of religious activities. Furthermore, SUBCONTRACTOR agrees that it will not perform, nor permit to be performed, any religious activities in connection with the performance of this subcontract agreement.

J. POLITICAL ACTIVITIES PROHIBITED

No participant shall be asked or required to participate in any political activity of any kind. Participants shall not be asked or required to participate in any manner in any partisan political activity, or activity for or against the election of candidates for office.

K. REPORTING WELFARE FRAUD, ELDER ABUSE AND CHILD ABUSE

SUBCONTRACTOR shall report all suspected or actual welfare fraud and child abuse discovered by SUBCONTRACTOR. Welfare fraud is specified in the State Operations Manual, Section 20000, and child abuse is specified in Penal Code 11166 and 11167. Reports shall be made telephonically as required by the referenced regulations and followed up in writing to the GAIN Services Worker (GSW) or DCFS Counterpart within three (3) workdays after discovery.

L. EARNED INCOME TAX CREDIT (EITC)

SUBCONTRACTOR shall 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 Notice 1015.

M. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

SUBCONTRACTOR acknowledges that the County of Los Angeles takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). SUBCONTRACTOR further acknowledges that the 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. SUBCONTRACTOR and its employees acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

N. CONSIDERATION OF GAIN OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should SUBCONTRACTOR require additional or replacement personnel after the effective date of this Agreement, SUBCONTRACTOR shall give consideration for any such employment openings to participants in Los Angeles County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet SUBCONTRACTOR minimum qualifications for the open position. For this purpose, consideration shall mean SUBCONTRACTOR will interview qualified candidates.

O. SAFLEY SURRENDER BABY LAW

SUBCONTRACTOR acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby law. SUBCONTRACTOR understands that it is the County's policy to encourage all Contractors and Subcontractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at SUBCONTRACTOR's place of business. SBWIB, INC., will supply CONTRACTOR with the poster to be used.

II. COMPLIANCE

A. CIVIL RIGHTS

SUBCONTRACTOR shall ensure that services and benefits are provided without regard to race, color, religion, sex, sexual orientation or identity, age, national origin, political affiliation, marital or pregnancy status or disability in accordance with Title VI of the Civil Rights Act of 1964, and California Government Code, Section 11135. SUBCONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to

the prohibition of discrimination against qualified disabled persons under any program or activity which receives or benefits from Federal or State financial assistance.

SUBCONTRACTOR shall comply with provisions of Titles VI and VII of the Federal Civil Rights Act of 1964 as amended; Executive Order 11246, as amended; the Age Discrimination in Employment Act of 1973, as amended; Title IX of the Education Amendments Act of 1972; the Food Stamp Act of 1977, as amended; the Welfare and Institutions Code Section 1000; DPSS Operations Handbook Section 21; the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

SBWIB, INC., is required to conduct an investigation of civil rights complaints received from GAIN/GROW/DCFS/PROBATION participants against SUBCONTRACTOR. SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with SBWIB, INC's staff as needed.

B. DISPLACEMENT GRIEVANCE

SUBCONTRACTOR shall ensure that labor unions and non-union employees are notified that GAIN/GROW/DCFS/PROBATION participants are working or otherwise participating at specified work locations and that employees have the right to grieve displacement by such participants. Regulations establish a three-fold grievance process for regular employees who believe they have been displaced by GAIN/GROW/DCFS/PROBATION participants. Employees must be notified of the following:

1. GAIN/GROW/DCFS/PROBATION participants have been included in the workforce at their location.
2. State law prohibits employers from using GAIN/GROW/DCFS/PROBATION participants in a way that will cause employees to lose their job, or have their hours reduced.
3. Employers may not place GAIN/GROW/DCFS/PROBATION participants in jobs that would be promotional opportunities for employees.
4. Employers may not violate any personnel rules when including a GAIN/GROW/DCFS/PROBATION participant in the workforce.

Grievance procedures for both the Work Experience and Work Study programs are available through the South Bay Workforce Investment Board, Inc., 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA 90250. All complaints against an employer must be in writing and contain the following information:

1. The full name, address and telephone number of the employee.
2. The full name and address of the employer.

3. A clear and brief statement of the facts, including dates, which have led to the complaint.
4. A statement that this complaint has been filed under penalty of perjury.
5. The complaint must be sent to South Bay Workforce Investment Board, Inc. (at above listed address).

SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with SBWIB, INC's staff as needed on matters related to this section and all grievances.

C. DRUG FREE WORKPLACE COMPLIANCE

SUBCONTRACTOR shall comply with Government Code Section 8355, in matters related to providing a drug-free workplace as follows:

1. Publish a statement notifying employees/participants that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees/participants for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b), to inform employees/participants about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. SUBCONTRACTOR'S policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation and employee/participant programs.
 - d. Penalties that may be imposed upon employees/participants for drug abuse

violations.

D. NON-DISCRIMINATION

SUBCONTRACTOR shall ensure that no portion of its programs shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, condition of disability, political affiliation or belief. Subcontractor further agrees not to employ legally-prohibited discriminatory practices of any kind and to take positive measures to assure that equal employment opportunities, including employment, training, and promotion in all job classifications are made available without regard to race, color, religion, sex, age, national origin, physical or condition of disability, marital status, political affiliation or belief as required by Federal and State Laws and regulations.

E. COMPLIANCE WITH VARIOUS LAWS

SUBCONTRACTOR shall comply with all applicable laws, rules, regulations, requirements, ordinances, and orders existing during the term of this Contract, including

obtaining and maintaining all necessary permits, licenses and insurance. SUBCONTRACTOR acknowledges and warrants that it is or will make itself, through its Directors and Managers, knowledgeable of pertinent employment and labor laws and all other regulations or requirements having the force of law that impacts the operations of the Subcontractor's facilities, including laws governing building codes and regulations, hazardous materials, historic preservations, environmental impacts and all provisions required thereby to be included herein, and are hereby incorporated by this reference. These shall further include, as applicable, but not to limited to the following:

1. Fair Labor Standards Act (1938)
2. Title VII of the Civil Rights Act (1964)
3. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
4. Americans with Disabilities Act (ADA)
5. Family and Medical Leave Act (1993)
6. Occupational Safety and Health Act (1970), as amended
7. State Department of Social Services Manual of Policies and Procedures
8. Social Security Act
9. Applicable Child Labor Laws
10. Workforce Innovation and Opportunity Act
11. Family Economic and Security Act
12. California Education Code
13. CalWORKs and GAIN Policy

SUBCONTRACTOR acknowledges that Los Angeles County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

SUBCONTRACTOR warrants and certifies that it is currently in compliance with Los Angeles County Code Chapter 2.206 and will maintain compliance throughout the term of this contract unless Contractor qualifies for an exemption or exclusion.

F. HOLD HARMLESS

SUBCONTRACTOR shall indemnify, defend, and hold harmless the SBWIB, INC., the COUNTY, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way

connected with wrongful or negligent acts, or any act, error or omission directly or indirectly connected or attributable to the services, performance and disbursement and use of County funds relating to this agreement by the SUBCONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives in performing or failing to perform any services required herein to be performed.

SBWIB, INC., shall indemnify, defend, and hold harmless the SUBCONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission, directly or indirectly, connected or attributable to the services, performance or disbursement and use of County funds relating to this agreement, by SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives.

G. STANDARD OF CARE

In carrying out the provisions of this Agreement, the SUBCONTRACTOR shall act with reasonable care and diligence and in good faith, without negligence, fraud, misconduct, or any act presented in bad faith or willful omission. The SUBCONTRACTOR must further demonstrate the level of skill, care and professionalism that would be expected from a reasonably skilled and experienced provider of similar services and according to stipulations enforced by SBWIB, INC., while performing services under this Agreement, including stipulations enforced via pertinent attached or unattached exhibits, instructional documents, policies and/or procedures, which are incorporated herein by reference as if set forth in full.

It is further agreed that the quality of such services shall be judged solely by SBWIB, INC., as to whether or not SUBCONTRACTOR performed its services consistent with stipulations enforced herein and by SBWIB, INC., and with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

III. RECORDS

A. CONFIDENTIALITY OF RECORDS

SUBCONTRACTOR agrees to comply and require employees to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and Chapter 19-000 of the SDSS Manual of Policies and Procedures, Federal, State, and local laws, regulations, ordinances, and directives relating to confidentiality. SUBCONTRACTOR shall comply with the following provisions in matters relating to confidentiality:

1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
2. No person will publish, disclose, use, permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient. SUBCONTRACTOR agrees to inform its employees, agents, subcontractors and partners that any person who knowingly and intentionally violates the provisions of State law is guilty of a misdemeanor.
3. SUBCONTRACTOR agrees that all information and records obtained in the course of providing services to program participants shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto and no such information may be relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) and Department of Children and Family Services (DCFS) so designated, GAIN/DCFS contractors, as approved by the County, and organizations approved and designated by DPSS/DCFS.

B. RECORDS RETENTION AND EXAMINATION

SUBCONTRACTOR agrees to retain, protect, and maintain in an accessible location all records and correspondence, internal memoranda, participant files, including attendance records or notes in paper, computer or electronic form, which relates to this Contract and its participants, or any document that may be considered physical evidence for five years following the term of the subcontract agreement or until all pending Federal, State, COUNTY or SBWIB, INC., audits are completed, whichever is later.

Upon request, the SUBCONTRACTOR shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized personnel of SBWIB, INC., or representatives, including Federal, State, (including the Auditor General), and COUNTY personnel. Such records shall be kept in the County of Los Angeles, State of California and be accessible to authorized Federal, State, COUNTY representatives, and representatives of SBWIB, INC., for the retention period specified herein. Any transfers of the records, reports, beyond the boundaries of the County of Los Angeles shall require prior written approval by SBWIB, INC.

In the event that any audit, litigation or claim remains unresolved, SUBCONTRACTOR agrees to retain all such records, reports, participant files, other documentation and physical evidence beyond the five-year period, until all such litigation, audits, and claims have been resolved. If the SUBCONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this Agreement or before all litigation, audits and claims have been resolved, the SUBCONTRACTOR shall provide the name, address, and telephone number of the SUBCONTRACTOR's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract.

IV. TERMINATION OF AGREEMENT

A. TERMINATION WITHOUT CAUSE

Either party may, at any time during the term of this agreement hereof, terminate it without cause by giving thirty (30) days written notice to the other party.

1. Should SBWIB, INC., give notice of termination, upon receipt, SUBCONTRACTOR shall immediately cease all work under this Subcontract, unless the notice expressly states otherwise. In the event this Subcontract is terminated by SUBCONTRACTOR, it shall be deemed released from any liability for any work assigned but not completed as of the effective date of such termination.
2. Should SUBCONTRACTOR terminate this agreement, SUBCONTRACTOR shall defend, indemnify and hold SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives harmless from any and all claims of liability or damage against SBWIB, INC., resulting from such termination.

B. TERMINATION WITH CAUSE

SBWIB, INC., may immediately terminate this Agreement upon written notification to SUBCONTRACTOR without complying with Subsection A above for any of the following reasons:

1. If SBWIB, INC., determines that there is an immediate danger of injury to participant(s) or increased potential liability to SBWIB, INC.,
2. Violation by SUBCONTRACTOR of any term of this Subcontract.
3. Failure by SUBCONTRACTOR to accept and/or implement any additional conditions that may be required by law.
4. If funding is not available to SBWIB, INC., through the County of Los Angeles.

V. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this agreement, is defined as any unforeseeable circumstance that prevents, restricts, interferes with either party from fulfilling the terms of this contract, whether it be by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war; terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto; extreme weather, natural disaster or any other superior force, act or condition that cannot be reasonably anticipated or controlled by either party hereto.

The party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such material prevention, restriction, or interference; provided that the party so affected shall use its best efforts under the circumstances to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

VI. REQUIRED FORMS

Prior to execution of the agreement, SUBCONTRACTOR shall complete the TSE – Work Experience Worksite Information Sheet, attached hereto as EXHIBIT 3. The Worksite Information sheet is used to instruct referring agencies as to the worksite location, number of positions requested and type of participant SUBCONTRACTOR is requesting. SUBCONTRACTOR shall complete a Worksite Information Sheet for each location or department within the organization that wishes to host participants.

When necessary, SUBCONTRACTOR shall complete the forms listed on EXHIBIT 4. Such forms shall be completed according to the conditions described in the Scope of Work, or as directed by SBWIB, INC., or the COUNTY. These forms shall be provided by either SBWIB, INC., or a COUNTY Gain Service Worker/DCFS Case Worker when needed to ensure program integrity.

VII. CONTRACT OBLIGATION

The signatories hereto assure that in providing activities for the CaWORKs/Greater Avenues for Independence (GAIN) /Department of Children and Family Service (DCFS), Los Angeles County Probation, Work Experience, Work-study and/or Community Service

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

SUBCONTRACTOR

Authorized Signature

Tasha Cerda

Name (please print)

Mayor

Title

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney at Law

EXHIBIT 1

WORK EXPERIENCE//WORK STUDY/Community Service

STATEMENT OF WORK

General Description of Work Experience

Work Experience (WEX) is a GAIN/GROW/DCFS/PROBATION work activity in which participants receive paid or non-paid work assignments with public, private for-profit or private non-profit organizations. The goal of WEX is to promote the gain of new skills, aid in the development of good working habits, provide exposure to professional networks, and present participants with the opportunity to gain knowledge and competencies that will increase their potential for achieving successful unsubsidized employment.

A WEX assignment should aim to improve work behavior skills, encourage the acquisition of new skills, enhance existing or recently acquired skills and assist with the development of employment references for the participant to use when seeking employment. The successful completion of a WEX work assignment may lead the participant to securing full-time unsubsidized employment and, ultimately, self-sufficiency.

Participation in WEX is limited to a period of eight (8) to twelve (12) months, depending upon program goals and funding considerations.

General Description of Work Study

Work Study is a GAIN work assignment that provides part-time paid internships to CalWorks participants enrolled in Community Colleges to help offset college expenses at Public Agencies, assisting them in meeting their work requirements under Temporary Assistance for Needy Families Reauthorization (TANF) legislation. CalWorks participants earn no less than minimum wage at subcontracted agencies on or off campus for a period of time to be determined by the college/County. Community Colleges will fund a portion of the hourly wage with the County to fund the remaining percentage and employer taxes. Internship payments for participants will be issued by SBWIB, INC., as Administrative Employer of Record. Worksites may be with public, private for-profit or private non-profit organizations.

General Description of Community Service

Community Service is a non-paid work activity performed by eligible CalWORKs participants in the public or private non-profit sector. While fulfilling an unmet community need, community service, if successfully completed, is intended to provide participants with the job-skills and training that may lead the participant to securing full-time unsubsidized employment and, ultimately, self-sufficiency.

General Provisions

- A. Subcontractor shall ensure that a WEX/WS/CS position will not be created as the result of, or may not result in:
 - 1. The displacement of current employees, including overtime currently worked by these employees.
 - 2. The filling of established unfilled positions, unless the positions are unfunded in a public agency budget.
 - 3. The filling of positions which would otherwise be promotional opportunities for current employees.

4. The filling of positions, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
 5. The filling of a position created by termination, layoff, or reduction in workforce.
 6. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.
- B. Subcontractors shall assist and encourage qualified WEX/WS/CS participants to compete for job openings within the Subcontractor's organization, while reiterating or explaining the program's purpose, including providing the participant with a clear understanding that unsubsidized employment is not guaranteed and consideration of such option is contingent upon the participant's successful completion of the program, amongst other factors (e.g., job availability, funds, etc.).
 - C. Public agency Subcontractors shall ensure to the extent permitted under federal or state law, local ordinances, applicable bargaining agreements or personnel procedures, that time worked in the WEX/WS/CS position will apply toward the participant's seniority, if applicable in merit system employment positions.
 - D. Public agency Subcontractors, to the extent possible, shall allow WEX/WS/CS participants to participate in:
 1. Classified service examinations equivalent to the WEX/WS/CS position.
 2. All open and promotional examinations for which experience in the position or other relevant experience would qualify the person to the extent permitted under federal or state law, local ordinances, applicable collective bargaining agreements, or personnel procedures.
 - E. Upon request, Subcontractor shall provide WEX/WS/CS assignments within the GAIN Priority Occupations, or the Los Angeles County growth occupations, or such other documentation from the Bureau of Labor Statistics.
 - F. Subcontractor shall comply with a minimum three-month review requirement, or as necessary, consisting of a discussion with the County GAIN Services Manager or designee, participant's supervisor and participant regarding the assignment, the participant's progress in the assignment and job search activities.
 - G. SBWIB, INC., contracts with the State Compensation Insurance Fund (SCIF) to administer the workers' compensation benefits to GAIN participants assigned to paid WEX/WS/CS activities. However, Subcontractor R must implement and engage in interactive processes and make an effort to provide reasonable accommodations to participants who may be injured while completing their assignment, as applicable.
 - H. Subcontractor shall continuously provide and maintain facilities which are adequate to fulfill the requirements of this Agreement throughout the term of the contract.
 - I. Subcontractor must comply with applicable labor laws, occupational health and safety provisions, child labor laws and shall provide a safe and healthy work environment with the same job safety and working conditions as provided to regular employees. Participants shall not be placed at worksites that are unsanitary, hazardous, or dangerous to their health and safety. Participants must be provided the proper equipment and training to safely perform their respective programs.
 - J. Subcontractor shall supervise all participants at the Worksite at all times and require participant conformance with Subcontractor's standard of conduct for agency personnel.

- K. Subcontractor shall designate a qualified candidate to supervise participants, ensuring that supervisor is knowledgeable of basic employment laws and processes, including, but not limited to, discriminatory and harassment practices and policies. Subcontractor must provide worksite supervisors with appropriate written materials describing the tasks necessary to successfully perform his/her duties, including a copy of this document and any other regulations, policy or procedures provided by the County or SBWIB, Inc. with the intention to provide instruction or guidance while performing services under this agreement.
- L. Subcontractor shall provide an orientation to each participant prior to them beginning the work-experience duties, which includes a review of worksite attendance policies, description of duties, work-experience expectations, worksite conduct, rules, and other applicable policies and procedures.
- M. During the training period, Subcontractor shall expose participants to all customary and normal requirements of the job and provide participants with enhanced or updated training, whenever necessary, to enable participants to master the job.
- N. Subcontractor shall inform participants of grievance reporting requirements and their right to file a grievance in accordance with County and SBWIB, INC., regulations or requirements as detailed in the Supervisor's Handbook or any other policy or procedures provided by the County or SBWIB, INC., with the intention to provide grievance-related instruction or guidance.
- O. Subcontractor shall assist the worksite supervisor in resolving problems concerning the participant's on-the-job performance and reach out to the referring agency and SBWIB, INC., before adverse actions are imposed, with the exception that immediate action may be taken, as necessary, if the Subcontractor reasonably believes it's employees are in imminent danger. Subcontractor must ensure that ample documentation and notes are kept in relation to said matters and must be able to make such documentation and notes available for reviewing, etc., by authorized personnel of SBWIB, INC., its representatives, including Federal, State, (including the Auditor General), and COUNTY personnel.
- P. Subcontractor shall prepare and submit a bi-weekly evaluation that depicts an accurate reflection of the participant's progress. Subcontractor agrees to discuss the evaluation with participant(s) when any decline is noticed in performance and reach out to the referring agency and SBWIB, INC., for assistance or guidance on how to proceed when necessary.
- Q. Subcontractor shall allow "release time" for counseling, educational training, unsubsidized job interviews and other related activities only with written authorization from SBWIB, INC., or County Representative. Subcontractor agrees to maintain accurate notes and other pertinent documentation related to such releases for later referencing and reviewing as needed.
- R. Subcontractor and its supervisors assigned to participants shall adhere to all enforced stipulations while performing services under this Agreement, including those enforced within the Supervisor's Handbook and other pertinent attached or unattached exhibits, instructional documents, policies and/or procedures. The Supervisor's Handbook and other processes will be provided to Subcontractor upon execution of this agreement and as needed throughout the term of this Agreement.
- S. Subcontractor shall immediately notify its referring agency, AJCC and SBWIB, INC., if concerns begin to develop in relation to the participant's ability to fulfill duties as assigned, especially if such concerns can negatively impact the participant's probability of completing the program.
- T. Subcontractor shall immediately notify SBWIB, INC., of any changes in designation of personnel who will be supervising participants. This includes temporary designations of more than a two-day duration. Additionally, Subcontractor shall designate a qualified alternate supervisor who has received the same screening, training and Work Experience Program Supervisor Orientation as the initial supervisor and received said requirements within a maximum of 24 hours after being assigned to supervise participant(s).

- U. Subcontractor shall fully cooperate with authorized representatives of SBWIB, INC., County, State and Federal governments including independent auditors. In particular, cooperation is required with respect to those representatives seeking to interview any program participant or staff member of the Subcontractor, as well as those representatives who evaluate, inspect and/or monitor facilities and operations of the Subcontractor that are directly involved in the implementation of programs funded through this Agreement. Cooperation is further required in response to any investigation or complaint that may arise during the term in which this agreement is in effect, including producing program records as requested. SBWIB, INC., reserves the right to enter SUBCONTRACTOR's facilities unannounced during business hours to observe Subcontractor's operations as necessary.
- V. Subcontractor understands and acknowledges that SBWIB, INC., will serve as the administrative employer of record under the terms of this contract only for which it has no control, influence or affiliation in decisions made relating to the participant's daily assignments, or the supervision and daily standard of care provided by Subcontractor. Should Subcontractor employ a participant as staff, then said participant shall cease to be a participant in the WEX/WS/CS programs, SBWIB, INC., shall cease to be the employer of record for that participant, and Subcontractor shall assume employer of record duties.
- W. In the event of injury or death of a GAIN participant in a WEX/WS/CS assignment, the SUBCONTRACTOR shall immediately contact: South Bay Workforce Investment Board, Inc. – GAIN Unit, at (310) 970-7796 within 24 hours of occurrence or knowledge of occurrence.

SUBCONTRACTOR shall also:

- Provide the injured participant with State Compensation Insurance Form (SCIF) 3301.
- Complete SCIF Form 3367.
- Obtain completed SCIF Form 3301 from participant and submit Forms 3301 and 3367 to, SBWIB, INC., Attention - GAIN department, SBWIB, INC., 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA. 90250.

In the event of extreme injury or death of a GAIN participant immediately contact:

Tracey Atkins, Program Manager
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796

and

Lorraine Sinelkoff, CalWORKs/GAIN/ Program Division
Los Angeles County Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
(562) 908-5863

In the event of extreme injury or death of a DCFS participant immediately contact:

Tracey Atkins, Program Manager
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796

and

Wendy Luke, Division Chief
Los Angeles Department of Children and Family Services
3530 Wilshire Blvd., Ste. 400
Los Angeles, CA 90010
(213) 351-0102

- X. During the assigned work period, the SUBCONTRACTOR shall provide each participant with:
1. Orientation, training of duties and other instructions as applicable, in addition to reasonable and proper supervision from a qualified candidate who will monitor the participant's daily work activities and duties.
 2. Safety instructions and equipment necessary for protection against potential injury and damage, in accordance with OSHA guidelines.
 3. The same working conditions as employees employed in similar positions, e.g., breaks, etc.

Special Provisions

- A. COUNTY has contracted with SBWIB, INC., to serve as administrative employer of record for the Transitional Subsidized Employment program. SBWIB, INC., has contracted with SUBCONTRACTOR to serve as a worksite and training provider for which they agree to provide services specifically related to the Transitional Subsidized Employment program, including but not limited to the following:
1. Maintain participant time sheets and forward them to SBWIB, INC., or other agent on a bi-weekly basis.
 2. If necessary, distribute paychecks delivered by SBWIB, INC., to CalWORKs/GAIN/GROW/DCFS /Probation participants participating in the Transitional Subsidized Employment Program.
 3. Maintain a signature log recording the distribution of paychecks to participants.
 4. Immediately inform referral agency, SBWIB, INC., and the participant's GAIN Service Worker/DCFS Case Worker should the participant's attendance decline or cease, or if the participant requires corrective measure, withdraws from, or is terminated from his/her assignment.

Tracking and Reporting

SBWIB, INC., the COUNTY or authorized referral agent shall supply all necessary CalWORKs/GAIN/GROW/DCFS/Probation forms.

SUBCONTRACTOR shall comply with WEX/WS/CS tracking and reporting requirements and instructions for completing forms referenced in EXHIBIT4 hereto.

- A. SUBCONTRACTOR shall schedule a WEX/WS/CS enrollment appointment for GAIN/ GROW/DCFS participants by telephone when contacted by an authorized referral agent/GSW. GAIN Participants (only) will be referred by the GSW on Service Provider Referral Form GN 6006. The referral form will contain the name and telephone number of the GSW.

- B. SUBCONTRACTOR shall complete as appropriate (entering the planned completion date) the GN 6006 referral form and mail the original completed, signed and dated to the GSW within eight (8) workdays after the receipt of same.
- C. If requested, SUBCONTRACTOR shall mail a copy of the GN 6006 to SBWIB, INC., South Bay Workforce Investment Board - GAIN, 11539 Hawthorne Blvd., 5th Fl., Hawthorne, CA 90250.
- D. Upon enrollment in a WEX/WS/CS assignment, SUBCONTRACTOR shall complete a Job Specification Sheet. A copy of this Job Specification Sheet shall be mailed to the GSW attached to the GN 6006, a copy shall be given to the participant, and a copy shall be retained in the file.
- E. SUBCONTRACTOR shall reschedule the enrollment date when requested to do so by the GAIN participant, GSW or authorized referral agent. If an enrollment date is rescheduled, confirmation of the new enrollment will be made by a telephone call to the authorized referral agent/GSW within one (1) workday. SUBCONTRACTOR shall refer back to the authorized referral agent/GSW any participant who contacts the SUBCONTRACTOR after SUBCONTRACTOR has reported the participant's failure to keep the appointment.
- F. SUBCONTRACTOR shall immediately notify the authorized referral agent/GSW and within five (5) workdays of any change in circumstances that will affect program participation on the Notification of Change from Service Provider (GN 6007B for GAIN Participants only), including, but not limited to the following:
 - 1. Prior to the scheduled start date and time, the participant called and re-scheduled the appointment.
 - 2. The participant did not keep the scheduled appointment to enroll in or to start the WEX/WS/CS assignment;
 - 3. The WEX/WS/CS assignment is completed.
 - 4. The participant obtains employment; during or immediately after the WEX/WS/CS assignment.
 - 5. The participant refuses employment.
 - 6. The participant fails to attend or to satisfactorily progress in his/her WEX/WS/CS assignment.
 - 7. The participant needs a change in supportive services.
 - 8. Any other change relevant to CalWORKs, GAIN and/or DCFS case.
- G. If SUBCONTRACTOR determines that the given WEX/WS/CS work/training assignment is inappropriate for a participant, SUBCONTRACTOR's recommendation for change in assignment must be made within thirty (30) workdays from the program start date. Recommendations for change must be made via the GN 6007B form (GAIN Participant only.)
- H. SUBCONTRACTOR shall cancel or stop WEX/WS/CS as requested by County on Service Provider Cancellation/Stop Notice (GN 6011).
- I. Each and every quarterly period, or at the midpoint, if the training program is less than three months, SUBCONTRACTOR is required to complete a Progress/Attendance Report (GN6070) provided by the GAIN participant. The completed GN6070 shall be returned to the GSW by either the participant or SUBCONTRACTOR.

EXHIBIT 2

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

The City of Inglewood, on behalf of the South Bay Workforce Investment Board, Inc., hereinafter referred to as SBWIB, Inc., has entered into a contract with the County of Los Angeles hereafter known as County to provide various services for participants in the Greater Avenue for Independence (GAIN) Program. As a result, your signature is required on this Subcontractor Employee Acknowledgement and Confidentiality Agreement.

As part of your employment, you may be involved with work pertaining to COUNTY services and have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY, whom has a legal obligation to protect all such data, including welfare recipient records. If you are to be involved in such work, the COUNTY must ensure that you will protect the confidentiality of all data and requires that you consider and sign this confidentiality agreement as a condition of your work.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that my employer is my sole employer for purposes of employment. I rely exclusively upon it for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment. I am not an employee of SBWIB, Inc./COUNTY for any purpose. I do not have and will not acquire any rights or benefits of any kind from SBWIB, Inc./COUNTY during the period of this employment, and do not have, and will not acquire, any rights or benefits pursuant to any agreement between SBWIB, Inc./COUNTY.

CONFIDENTIALITY REPORT

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between SBWIB, Inc./COUNTY. I will forward all requests for the release of information received by me to my immediate supervisor, ensure that said supervisor reports such violation to SBWIB, Inc./COUNTY, and return all confidential materials to my immediate supervisor upon termination of my employment or completion of the presently assigned work tasks, whichever occurs first.

I understand that a violation of this agreement and acknowledgement may subject me to civil and/or criminal action and that SBWIB, Inc./COUNTY may seek all possible legal redress.

Name: _____
(signature)

Name: _____
(print)

Date: _____

Position: _____
(print)

EXHIBIT 3

**TSE - WORK EXPERIENCE
WORKSITE INFORMATION SHEET**

Name of Agency: _____

Primary Worksite Address: _____

Phone No: _____ Fax: _____

Primary Contact/Title: _____ Email: _____

Secondary Contact/Title: _____ Email: _____

Worksite Supervisor/Title: _____

Phone No: _____ Fax: _____

Number of Positions Available: _____

Which category do available positions fall under? Clerical Maintenance Other: _____

Title of positions: _____

Position Duties: _____

Please list any automatic bars from hiring?

Do any of the proposed worksites reside in a residential neighborhood?

EXHIBIT 4

GAIN REQUIRED FORMS FOR WEX/WS/CS SUBCONTRACTORS

Sample forms included in this section are to be completed or processed by SUBCONTRACTOR according to the terms and conditions hereinabove set forth or as directed by SBWIB, INC., or the COUNTY. The forms will be provided by either SBWIB, INC., authorized referral agent, or the COUNTY GAIN service worker as needed.

Forms to be completed or processed by SUBCONTRACTOR include but are not limited to:

1. GN 6006-Service Provider Referral
2. GN 6007B-Notification of Change from Service Provider
3. GN 6070-Progress/Attendance Report
4. WEX/CS Job Specification Sheet
5. GN 6011, Service Provider Cancellation/Stop Notice
6. State of California Insurance Forms-SCIF 3367 and SCIF 3301
7. Worksite Information Sheet
8. Youth Report to Work Form



**LOS ANGELES COUNTY YOUTH@WORK
WORKSITE AGREEMENT
Agreement: 23-W135**

This agreement is between WDACS-Operated America's Job Centers of California (AJCC's) and partner AJCC's and **City of Gardena**, and is effective from **October 10, 2023** through **June 30, 2027**.

I. The Worksite agrees to:

- A. Adhere to all Youth@Work program regulations and program-related WDACS-Operated AJCCs' or partner AJCCs' policies.
- B. Adhere to all requirements in the Worksite Checklist including but not limited to American's With Disabilities Act (ADA), Health and Safety (General, Fire, and Earthquake), Emergency & Evacuation Plan, Workplace Postings and work restrictions required by Child Labor Laws.
NOTE: All Worksite Checklist requirements shall be met before any youth can began work.
- C. Attend Worksite Supervisors' orientation conducted by the WDACS-Operated AJCCs or partner AJCCs.
- D. Adhere to the authorized work hours indicated on the Worksite Expectations Review form.
- E. Comply with California and Federal Child Labor Laws (maximum hours, breaks, etc.) and acknowledge the penalties for violating Federal Child Labor Laws.
- F. Ensure all minors under the age of 18 have a valid Work Permit.
- G. Provide meaningful work experience designed to promote the development of positive work habits and specific skills required for successful participation in the workforce. (Exhibit A)
- H. Assure that this agreement will not displace currently employed worker(s) or impose on their promotional opportunities.
- I. Provide youth with an orientation to familiarize the youth with his / hers duties, work hours, worksite expectations and what to do in case of an emergency and provide clear emergency and evacuation procedures.
- J. Complete a Worksite Expectations Form for each youth when there is a change in the Worksite schedule or location.
- K. Provide the youth with supervision at all times and a clear line of supervision and accountability.
- L. Provide the WDACS-Operated AJCC or partner AJCC case manager with copy of signed Performance Evaluations on Monthly basis and a final Performance Evaluation.
- M. Discuss any problems or conflicts that may arise from the youth's job performance immediately and review as part of the monthly Performance Evaluation. Work with the WDACS-Operated AJCC or partner AJCC to resolve problems as they arise.

- N. Maintain accurate timecard records, verifying hours, and ensure that timecards are signed by the youth and the supervisor prior to payment. Ensure any timecard alterations, changes or corrections are initialed by the Supervisor and the youth **(THE USE OF WHITE OUT IS STRICTLY PROHIBITED)**.
- O. Provide the youth with copies of signed timesheets and other program or work related information as appropriate.
- P. Utilize only authorized timesheets which are provided by the WDACS-Operated AJCC or Partner AJCC.
- Q. Ensure that timesheets are consistent with WDACS-Operated America's Job Centers of California Procedures; it is not your responsibility to deliver the timesheets. It is the responsibility of the WDACS Operated AJCC to pick up timesheets in a timely manner.
- R. Give full consideration to the possibility of hiring the youth, although there is no requirement to do so.
- S. Provide materials and equipment necessary to perform the duties of the work assignment.

II. The Youth Agency agrees to:

- A. Provide the worksite with Youth@Work regulations and program-related WDACS-Operated AJCCS or partner AJCCs policies.
- B. Verify the worksite is in compliance with requirements in the Worksite Checklist.
Note: All Worksite Checklist requirements shall be met before any youth can begin work.
- C. Provide orientation to the Worksite Supervisors.
- D. Ensure that the worksite adheres to the authorized work hours indicated on the Worksite Expectations Review form.
- E. Ensure that the worksite adheres to the California and Federal Child Labor Laws (Maximum hours, breaks, etc.) and acknowledges the penalties for violating Federal Child Labor Laws.
- F. Ensure all minors under the age of 18 have a valid Work Permit.
- G. Ensure that the worksite provides meaningful work experience consistent with the goals of the Youth@Work Program.
- H. Ensure that the worksite provides youth with an orientation to familiarize the youth with his/her duties, work hours, worksite expectations and what to do in case of an emergency and ensure clear emergency and evacuation procedures are in place.
- I. Verify that a Worksite Expectations Form is completed for each youth. A Worksite Expectations Form must be completed when there is a change in the Worksite or Worksite schedule.
- J. Assume the cost of wages and all appropriate benefits. The Youth Agency is responsible for payment of Youth@Work youth hours as indicated in the Worksite Expectations Form.
- K. Verify that the youth is supervised at all times and ensure youth is provided a clear line of supervision and accountability.

- L. Review the Performance Evaluations on a monthly basis, discuss monthly evaluation with the youth, and provide additional guidance for any needed improvements.
- M. Discuss any problems or conflicts that may arise from the youth's job performance immediately and review as part of the monthly Performance Evaluation. Work with the Worksite to resolve problems as they arise.
- N. Maintain accurate timesheet records, verify hours, and ensure that timesheets are signed by the youth and the supervisor prior to payment. Ensure any timecard alterations, changes or corrections are initialed by the Supervisor and the youth. **(THE USE OF WHITE OUT IS STRICTLY PROHIBITED).**
- O. Ensure that the worksite provides the youth with copies of signed timesheets and other program or work related information as appropriate.
- P. Ensure the worksite utilizes only authorized timesheets.
- Q. Pick up the timesheets of the youth in a timely manner. Issue paychecks to the youth according to verified time records and agency payroll procedures.
- R. Ensure the worksite provides materials and equipment necessary to perform the duties of the work assignment.
- S. Maintain a copy of the Worksite Expectations Review, Worksite Agreement, job description, all submitted timesheets, and other relevant forms for a minimum of three (3) years for audit purposes.
- T. Provide ongoing oversight of the Youth@Work program and supportive services to the youth.
- U. Provide all Youth@Work youth with an orientation, explaining the program's purpose, procedures and rules and also an overview of what to expect at the worksite.
- V. Ensure liability and accident coverage of youth during authorized work hours through workers' compensation as provided by WDACS-Operated America's Job Centers of California.
- W. Provide Worksite Supervisors with appropriate written materials: Supervisor Manual, timesheets, performance evaluations, and a copy of Worksite Agreement. Worksite Agreement is valid for one fiscal year.

III. Worksite and Youth Agency agree that:

- A. Neither party shall incur costs from each other arising from participation in the Youth@Work program.
- B. Either side can terminate by providing the other 30 days' notice.

/

/

/

/

/

Worksite Name: **CITY OF GARDENA**
Worksite Address: **1700 W. 162ND STREET**
GARDENA, CA 90247

By: **TASHA CERDA**

Signature: _____

Title: **MAYOR**

Youth Agency Name: **SBWIB, Inc.**

Signature: _____

Title: **CEO**

Updated July 2022



City of Gardena
Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Second Reading and Adoption of ORDINANCE NO. 1856, Amending Chapters 18.04 and 18.13 of the Gardena Municipal Code relating to Accessory Dwelling Units and making a determination that the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17.

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Ordinance No. 1856, relating to regulations for accessory dwelling units.

On September 5, 2023, the Planning Commission adopted Resolution No. PC 17-23, recommending that the City Council adopt Ordinance No. 1856.

On October 10, 2023, Ordinance No. 1856 was introduced by Councilmember Francis.

FINANCIAL IMPACT/COST:

ATTACHMENTS:

[Ordinance No. 1856 \(ADU\) FINAL.pdf](#)

APPROVED:

Clint Osorio, City Manager

ORDINANCE NO. 1856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING CHAPTERS 18.04 AND 18.13 OF THE GARDENA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17

WHEREAS, State law regarding Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) has been continually amended by the State legislature; and

WHEREAS, the City of Gardena wishes to amend its provisions on ADUs and JADUs to be compliant with State law; and

WHEREAS, updating the city's ADU laws was a program in the 6th Cycle Housing Element; and

WHEREAS, a public hearing was duly noticed for the Planning Commission on June 20, 2023, at which time the hearing was continued; and

WHEREAS, a new public hearing was noticed for July 18, 2023 before the Planning Commission; and

WHEREAS, on July 18, 2023 the Planning Commission held a duly noticed public hearing at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a resolution recommending that the City Council adopt the drafted ordinance; and

WHEREAS, on September 5, 2023, the draft ordinance was brought back to the Planning Commission for reconsideration and the close of the public hearing the Commission adopted a resolution recommending the City Council adopt this Ordinance;

WHEREAS, on October 10, 2023, the City Council held a duly noticed public hearing at which time it considered all evidence presented, both written and oral;

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

SECTION 1. Chapter 18.04 of the Gardena Municipal Code is hereby amended to read as follows:

Chapter 18.04 Definitions

J Definitions.

“Junior accessory dwelling unit” shall mean a unit that is no more than five hundred square feet and contained entirely within a single-family dwelling, ~~not~~ including an attached garage or other attached accessory structure.

SECTION 2. Chapter 18.13 of the Gardena Municipal Code is hereby amended to read as follows:

CHAPTER 18.13

ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

18.13.010 Purpose.

A. In enacting this section, it is the intent of the city to encourage the provision of accessory dwelling units to meet a variety of economic needs within the city and to implement the goals, objectives, and policies of the housing element of the general plan. Accessory dwelling units provide housing for extended family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create accessory dwelling units can benefit from added income, and an increased sense of security. Allowing accessory dwelling units in zones allowing residential uses provides needed additional rental housing. This ~~section~~ chapter provides the requirements for the establishment of accessory dwelling units consistent with California Government Code Sections 65852.2 and 65852.22 ~~65852.2 and 65852.22~~.

B. For purposes of this chapter, “primary dwelling” shall mean as follows:

1. In the case of a single-family residential zone, the ~~an~~ existing single-family residential dwelling, or the larger of two proposed units, ~~is considered to be the “primary residence.”~~
2. In the case of any other residential or mixed-use zone in which a single-family dwelling exists on the property, the existing dwelling.
3. In the case of multi-family or mixed-use zone which allows a residential use, the existing or proposed multi-family units.

C. In cases of conflict between this chapter and any other provision of this title, the provisions of this chapter shall prevail. To the extent that any provision of this chapter is

in conflict with state law, the mandatory requirement of state law shall control, but only to the extent legally required.

18.13.020 Applications – Junior and accessory dwelling units.

A. Applications for junior and accessory dwelling units shall be ministerially approved or denied ~~processed~~ within sixty-60 days of receipt of a complete application and approved if they meet the requirements of this chapter.

1. If the application is submitted in conjunction with an application for a new single-family or multi-family dwelling, the application for the junior or accessory dwelling unit shall not be acted upon until the application for the new single-family or multi-family dwelling is approved, but thereafter shall be ministerially approved if it meets all requirements within sixty-60 days or denied within that same time period.

2. If the application is denied, the cCity shall return a full set of comments in writing to the applicant with a list of items that are defective or deficient with a description of how the application can be remedied by the applicant. These comments shall be provided to the applicant within 60 days of a complete application.

3. If a detached garage is to be replaced with an accessory dwelling unit, the demolition permit shall be reviewed with the application for the accessory dwelling unit and issued at the same time.

42. The city shall grant a delay if requested by the applicant.

B. All applications for junior and accessory dwelling units shall be accompanied by an application fee.

C. Junior and accessory dwelling units shall be subject to applicable inspection and permit fees.

D. Neither an application for a junior nor an accessory dwelling unit shall be denied due to the need to correct nonconforming zoning conditions, building code violations, or unpermitted structures that do no present a threat to public health and safety and are not affected by the construction of the unit.

18.13.030 Zones/Locations allowed.

A. Accessory dwelling units shall be allowed on all legally existing residentially zoned lots where a single-family dwelling exists or has been proposed.

B. Accessory dwelling units shall be allowed on all legally existing residentially zoned lots where an existing multifamily structure exists or has been proposed.

C. Accessory dwelling units shall be allowed on all legally existing mixed-use zoned lots where an existing single-family or multifamily dwelling exists or has been proposed.

D. Nothing herein is meant to override the provisions of conditions, covenants, and restrictions for a housing development project relating to accessory dwelling units to the extent such restrictions comply with state law.

E. An accessory dwelling unit may be constructed in an attached or detached garage.

18.13.040 General requirements.

A. Number. Unless otherwise allowed by Section 18.13.060(A), only one accessory dwelling unit may be allowed per residential lot.

B. Accessory dwelling units shall not be sold separately from the ~~primary residence~~primary dwelling, except to the extent that the sale meets the requirements of Government Code section 65852.26 with regard to a qualified nonprofit corporation.

C. Neither the accessory dwelling unit nor any other residence located on the property, nor any part thereof, he primary residence shall be rented out for less than ~~thirty-one~~31 consecutive calendar days. ~~A covenant shall be recorded to this effect in a form approved by the city attorney.~~

D. Owner/Occupancy. Accessory dwelling units may be rented independently of the ~~primary residence~~primary dwelling. However, in the R-1 zone, the owner of the property must be an occupant of either the ~~primary residence~~primary dwelling or the accessory dwelling unit in order for one of the two units to be rented and a covenant shall be recorded to this effect in a form approved by the city attorney. Notwithstanding the foregoing, the owner may rent both the ~~primary residence~~primary dwelling and accessory dwelling unit to one party with a restriction in the lease that such party may not further sublease any unit or portion thereof. The owner-occupancy requirement shall not be imposed on any accessory dwelling unit before January 1, 2025 or on any accessory dwelling unit approved between January 1, 2020, and January 1, 2025.

E. Impact Fees.

1. No impact fee shall be imposed on any accessory dwelling unit less than 750 ~~seven hundred fifty~~ square feet in size.

2. For accessory dwelling units ~~750 seven hundred fifty~~ square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the ~~primary residence~~primary dwelling.

3. All applicable public service and applicable recreation impact fees shall be paid prior to occupancy in accordance with Government Code Sections 66000 et seq. and 66012 et seq.

4. For purposes of this section, "impact fee" shall have the same meaning as set forth in Government Code Section 65852.2(f).

F. Accessory dwelling units shall not count in determining density or lot coverage and are considered a residential use consistent with the existing general plan and zoning designation for the lot.

G. Enforcement. Until January 1, 2030, the city shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that provides substantially as follows:

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the Community Development Director. If the City determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five years from the date of the original notice.

This subsection G only applies to accessory dwelling units built before January ~~281~~, 2020.

H. A deed restriction shall be required to be recorded against the property on which an accessory dwelling unit is constructed, which restriction shall run with the land. The deed restriction shall provide for the following:

1. A prohibition on the sale of accessory dwelling unit separate from the sale of the primary dwelling(s), except as provided in Government Code section 65852.26;

2. A restriction that prohibits the accessory dwelling unit from being enlarged beyond that which is permitted by Chapter 18.13 of the Gardena Municipal Code;

3. A restriction from renting either the accessory dwelling unit or the primary dwelling(s) or any portions thereof for less than thirty-one consecutive, calendar days;

4. A statement that the deed restrictions may be enforced against future purchasers.

5. A statement that the City shall be entitled to all legal and equitable remedies available under the law upon the default of any covenant in the deed restriction.

6. A statement that the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

18.13.050 Development regulations.

A. Accessory dwelling units shall be required to comply with the objective development standards of the underlying zoning district and the applicable provisions of Chapter 18.42 unless superseded by a provision of this chapter or if such regulation prohibits the construction of an accessory dwelling unit of at least 800 square feet.

~~An attached or detached accessory dwelling unit shall be located behind the front yard setback, unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage.~~

B. Design.

~~1. An accessory dwelling unit, whether attached or detached, shall be consistent in architectural style, materials, colors, and appearances with the existing or proposed dwelling and the quality of the materials shall be the same or exceed that of the primary residence.~~

~~2. Window placement shall be sensitive to maintaining privacy between the accessory dwelling unit and the primary residence and neighboring residences.~~

~~B. 3.~~ An accessory dwelling unit shall have a separate entrance from the primary residenceprimary dwelling which shall be located on a different plane than the entrance for the primary residenceprimary dwelling in the case of a single-family dwelling.

~~4. To the maximum extent feasible, the accessory dwelling unit shall not alter the appearance of the single family dwelling.~~

C. No passageway as defined in Government Code Section 65852.2(i) shall be required for the construction of an accessory dwelling unit.

D. Accessory dwelling units shall comply with all applicable building code requirements with the exception that fire sprinklers shall not be required in an accessory dwelling unit if they are not required for the primary residenceprimary dwelling and the construction of

an accessory dwelling unit shall not trigger a requirement for sprinklers to be installed in the primary dwelling.

E. Size.

1. The floor area of an attached or detached accessory dwelling unit shall not exceed ~~eight hundred fifty~~850 square feet for a studio or one bedroom or ~~one thousand~~1,000 square feet for a unit that contains more than one bedroom.
2. The minimum size of an accessory dwelling unit is one hundred fifty square feet.
3. ~~Except for front yard setback requirements,~~The development standards of this section shall be waived in order to allow an accessory dwelling unit that is 800 ~~eight hundred~~ square feet, does not exceed the height requirements set forth in subsection F. below, and at least sixteen feet in height with has a minimum of four-foot side and rear yard setbacks.

F. Setbacks. Except as specified below, an accessory dwelling unit shall be required to comply with the setback requirements of the zone in which the unit is to be located.

1. No setback shall be required for an existing living area, or a legally existing accessory structure, including a garage, that is converted to an accessory dwelling unit or a new accessory dwelling unit constructed in the same location and built to the same dimensions as the existing structure.
2. No setback greater than four feet shall be required for side and rear yard setbacks for all other accessory dwelling units not covered by subsection (F)(1) of this section.
3. An attached or detached accessory dwelling unit shall be at least six feet from all other buildings on the lot or on any adjacent lot.
4. An attached or detached accessory dwelling unit shall be located behind the front yard setback, unless the accessory dwelling unit is being constructed in the exact location and to the same dimensions as a previously existing approved accessory structure, including an attached or detached garage. This requirement shall be waived to the extent that it prohibits an accessory dwelling unit of 800 square feet from being built with four foot side and rear yard setbacks in compliance with all other development standards.
5. No portion of an accessory dwelling unit may encroach into any public or private easement such as a utility easement unless the easement holder has provided written permission to construct the accessory dwelling unit in the manner proposed. To establish a rebuttable presumption of compliance with this requirement, the

applicant may provide a written declaration under penalty of perjury affirming compliance with this requirement. The declaration shall be in a form acceptable to the City Attorney.

~~G. Height. Unless an accessory dwelling unit is being built above a garage or attached to a single family dwelling, the height of an attached or detached accessory dwelling unit shall not be any higher than the primary residence and in no event shall the height exceed twenty-five feet. The height of an accessory dwelling unit shall be as follows:~~

~~_____1. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit.~~

~~_____2. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within ½ mile walking distance of a major transit stop or a high-quality transit corridor. An additional 2 feet shall be allowed if required to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.~~

~~_____3. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.~~

~~_____4. A height of 25 feet or the height limit of the applicable zone that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling unit or built above an existing garage. In no event shall the accessory dwelling unit exceed 2 stories.~~

~~_____5. An accessory dwelling unit may be built on top of a garage provided that the garage is maintained for parking and the total height of the structure does not exceed 25 feet. If an accessory dwelling unit is built pursuant to this provision, a declaration shall be recorded that the garage must be maintained for parking.~~

H. Parking.

1. Parking shall be required at the rate of one space for each accessory dwelling unit. No parking spaces shall be required for an accessory dwelling unit created within an existing living space.

2. Parking spaces may be provided through tandem parking on an existing driveway; provided, that such parking does not encroach into the public sidewalk.

3. Parking spaces for accessory dwelling units may be provided in paved portions of setback areas; provided, that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this title.

4. When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, such parking spaces need not be replaced.

5. Tandem parking and parking in setback areas shall not be allowed if the community development director makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.

6. Notwithstanding any other provision of this subsection H of this section, no parking shall be required for the accessory dwelling unit if any of the following conditions apply:

a. The accessory dwelling unit is located within one-half mile walking distance of a public transit stop;

b. The accessory dwelling unit is located within an architecturally and historically significant district;

c. The accessory dwelling unit is part of the existing ~~primary residence~~primary dwelling or an existing accessory structure;

d. When on-street parking permits are required, but not offered to the occupant of the accessory dwelling unit; ~~or~~

e. When there is a car share vehicle located within one block of the accessory dwelling unit; or

f. When a permit application for an accessory dwelling unit is submitted with a permit applications to create a new single- or multi-family dwelling on the same lot, provided the ADU or parcel satisfies any other criteria listed in this paragraph.

I. Utilities.

1. All utility installations shall be placed underground.

2. For an accessory dwelling unit contained within an existing single-family dwelling, or an existing accessory structure meeting the requirements of

Section 18.13.060(A)(1), the city shall not require the installation of a new or separate utility connection between the accessory dwelling unit and the utility or impose a connection fee or capacity charge. Such requirements and charges may be imposed when the accessory dwelling unit is being proposed within a new single-family dwelling.

3. For all other accessory dwelling units other than those described in subsection (1)(2) of this section, the city shall require a new or separate utility connection between the accessory dwelling unit and the utility and shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit based on the size or number of plumbing fixtures.

J. The number of curb cuts allowed shall be governed by the underlying zoning regulations.

K. An applicant may ~~apply for an administrative site plan review by the community development director pursuant to Sections 18.44.020(C) and (D) in order to~~ turn an existing single-family dwelling into the accessory dwelling unit and develop a new primary residence elsewhere on the lot if both structures meet. ~~In such case the existing single-family dwelling must meet~~ all requirements of this chapter and the R-1 zonerelating to accessory dwelling units, including size limitations.

L. Affordability information (RHNA). Applicants shall provide the city with all information reasonably requested by the city to allow the city to classify the ADU by income category for the city's annual housing report.

18.13.060 Mandatory approvals.

A. Notwithstanding any other provision of this chapter, the city shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed-use zone. ~~For new construction, if the unit is attached or detached, it shall be located behind the front yard setback line in a single-family zone:~~

1. One accessory dwelling unit and one A-junior ~~or~~ accessory dwelling unit within the existing or proposed space of a single-family dwelling or accessory structure.

a. An expansion of up to ~~one hundred fifty~~150 square feet shall be allowed in an accessory structure solely for the purposes of accommodating ingress and egress.

b. The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.

c. The side and rear setbacks shall be sufficient for fire and safety.

d. If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 18.13.070.

2. One new detached accessory dwelling unit with minimum four-foot side and rear yard setbacks on a lot with an existing or proposed single-family dwelling; provided, that the unit shall not be more than ~~eight hundred~~800 square feet and shall not exceed ~~sixteen feet in height~~ the height requirements set forth in section 18.13.050.G.1 -3, above.

a. A junior accessory dwelling unit may be developed in conjunction with this type of detached accessory dwelling unit, provided it complies with the requirements of subsection A.1, above of this section.

3. On a lot with a multifamily dwelling structure, up to ~~twenty-five~~25 percent of the total multifamily dwelling units, but no less than one unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.

4. On a lot with a multifamily dwelling structure, up to two detached units of not more than 800 square feet each; provided, that neither unit exceeds the height requirements set forth in section 18.13.050.G.1 -3, above, is greater than sixteen feet in height and has at least four-foot side and rear yard setbacks.

B. For those junior/or accessory dwelling units which require mandatory approval, the city shall not require the correction of legal, nonconforming zoning conditions.

C. The deed restriction requirements of Section 18.13.040-D shall apply to units approved under this section.

18.13.070 Junior accessory dwelling units.

A. One junior accessory dwelling unit shall be allowed in an existing or proposed single-family dwelling, including in an attached garage. A junior accessory dwelling unit may be allowed on the same lot as a detached accessory dwelling unit where the detached accessory dwelling unit is no larger than ~~eight hundred~~800 square feet and no taller than ~~sixteen feet~~the height allowed pursuant to section 18.13.060F.1-3.

B. The junior accessory dwelling unit shall be required to contain at least an efficiency kitchen which includes a sink, cooking appliances and a food preparation counter and

storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.

C. The junior accessory dwelling unit shall be required to have a separate entrance from the ~~primary residence~~primary dwelling which shall be located on a different side of the home than the front door of the ~~primary residence~~primary dwelling.

D. The junior accessory dwelling unit may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the junior accessory dwelling unit shall share sanitation facilities with the single-family residence and shall have direct access to the single-family residence from the interior of the dwelling unit.

E. No additional parking shall be required for a junior accessory dwelling unit.

F. Junior accessory dwelling units shall be required to comply with applicable building standards, except that fire sprinklers shall not be required if they were not required for the single-family residence.

G. The city shall not require the correction of a legal nonconforming zoning condition as a requirement for the junior accessory dwelling unit.

H. A deed restriction shall be required to be recorded on the ~~The owner of~~ property on which a junior accessory dwelling unit is constructed, which shall be required to record a deed restriction which shall run with the land, ~~and file a copy with the city.~~ The deed restriction shall provide for the following:

1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence;
2. A restriction that prohibits the junior accessory dwelling unit from being enlarged beyond five hundred square feet;
3. A restriction from renting either the junior accessory dwelling unit or the single-family dwelling or any part thereof for less than ~~thirty-one~~31 consecutive, calendar days;
4. A restriction that the owner resides in either the single-family dwelling or the junior accessory dwelling unit. Notwithstanding the foregoing:
 - a. The owner may rent both the single-family dwelling and junior accessory dwelling unit to one party with a restriction in the lease that such party may not further sublease any unit or portion thereof; and

b. This restriction shall not apply if the owner of the single-family dwelling is a governmental agency, land trust, or housing organization; and

5. A statement that the deed restrictions may be enforced against future purchasers.

6. A statement that the City shall be entitled to all legal and equitable remedies available under the law upon the default of any covenant in the deed restriction.

7. A statement that the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs.

I. For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.

SECTION 3. This Ordinance is statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 which provides CEQA does not apply to the adoption of an ordinance to implement ADU law.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 5. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 6. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 7. The Community Development Department shall send a copy of this Ordinance to the Department of Housing and Community Development within 60 days of adoption as required by Government Code section 65852.2.

PASSED, APPROVED AND ADOPTED this 24th day of October, 2023.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

NOTICE OF CANCELLATION



City of Gardena

Planning & Environmental Quality Commission

Notice is hereby given that the regular meeting of the Planning & Environmental Quality Commission scheduled for October 17, 2023, **has been canceled.**

The next regularly scheduled meeting will be held on November 7, 2023, at 7 p.m.

Dated this 13th day of October 2023

/s/ MINA SEMENZA
City Clerk



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve and authorize the City Manager to execute the Authorization to Order (ATO) forms with the California Network and Telecommunications (CALNET) Program Cellular and Data Services through June 30, 2025

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve and authorize the City Manager to execute the ATO forms

RECOMMENDATION AND STAFF SUMMARY:

Since 2008, the City has obtained telecommunications and network services from AT&T through the CALNET 2 and CALNET 3 Contract agreements that provides discounted rates as secured by the State contract with AT&T. The current CALNET 3 contract is set to expire on December 31, 2023, as the State is transitioning to CALNET NextGen program. In order for the City to continue to obtain these discounted rates, it will need to execute the ATO forms to authorize participation in the CALNET NextGen program.

The City will be "piggybacking" off the State of California Department of Technology Telecommunications Contracts C4-LEG-12-10-TS-01, C4-DNCS-19-001-40, C4-CVD-19-001-03, C4-DNCS-19-001-33, and C4-CVD-19-001-04. This follows the Gardena Municipal Code 2.60.140 which specifies; where purchases are to made in concert with other governmental agencies, formal bid requirements as set forth in this chapter shall be waived and the purchasing officer shall be authorized to procure materials, supplies, and services in cooperation with other governmental public entities, commonly referred to as "piggybacking".

Staff recommends that the City Council approve and authorize the City Manager to execute the ATO forms, to enable the City of Gardena to participate in the State of California CALNET NextGen program. If this is approved, the City will send the ATO forms to the CALNET program for review and approval. Once approval is received, the City will come back to the City Council for approval on telecommunications purchases using the programs discounted rates.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

Exhibit A - ATT CalNet NextGen ATO Legacy.pdf

Exhibit B - ATT CalNet NextGen DNCS.pdf

Exhibit C - Verizon CalNet-19.1-ATO.pdf

Exhibit D - Charter Communications CalNet-DNCS-Group-I-ATO.pdf

Exhibit E - ATT CalNet -19.1-ATO.pdf

APPROVED:

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

Clint Osorio, City Manager

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp and the California Department of Technology (CDT) have entered into a multi-year statewide contract for CALNET Legacy Telecommunications Voice and Data Services, C4A1LEG18, Categories 15, 16, 17, and 18. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category 15, Dedicated Transport:

- Contract award: 01/03/2019
- Contract end: 06/30/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category 15.2.2, Carrier DSO Service:

- Contract award: 01/03/2019
- Contract end: 06/30/2024

Category 16, Long Distance Calling:

- Contract award: 01/03/2019
- Contract end: 06/30/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

Category 17, Toll Free Voice Calling:

- Contract award: 01/03/2019
- Contract end: 06/30/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

Category 18, Legacy Telecommunications:

- Contract award: 01/03/2019
- Contract end: 06/30/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category 18.3.1.1, Analog Service:

- Contract award: 01/03/2019
- Contract end: 06/30/2024

Pursuant to the Contract C4-LEG-12-10-TS-01, which is incorporated herein by reference, any eligible on-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity will be required to have a Non-State Entity Service Policy and Agreement (NESPA) on file with the CDT CALNET Program, prior to submitting the Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver the ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute the ATO.

By executing the ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of the ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Services(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.

- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity, and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

[Enter Non-State Entity name] intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence [MM/DD/YYYY] ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent

Contact Number

Title of Authorized Agent

Email

Address

City, State, Zip Code

Contractor

AT&T Corp

Authorized Agent: Keith Nagel

Attention: Program Management Office

Address 2700 Watt Avenue

Room 1213

Sacramento, CA 95821

Contact Number: 916-384-6175

Email: KN7135@att.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 20, MPLS Data Network Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 21, Standalone VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 22, Cloud Hosted VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 24, Flat Rate Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 25, Sustained Bandwidth Internet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 27, Standard Contact Center Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 28, Custom Contact Center Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 29, Converged VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 30, Broadband with Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Pursuant to the Contract C4-DNCS-19-001-40, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.

- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name) intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

AT&T Corporation

Authorized Agent : Keith Nagel

Attention: Program Management Office

Address: 2700 Watt Avenue

Room 1213

Sacramento, CA 95821

Contact Number:

916-384-6175

Email:

KN7135@att.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

AUTHORIZATION TO ORDER (ATO)

Cellular – Category 19.1

Cellco Partnership dba Verizon Wireless and the California Department of Technology (CDT) have entered into a four-year statewide contract for CALNET Cellular Voice and Data Services, C4CVD18, Category 19. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category/Subcategory: 19.1, CALNET Cellular Business Services

- **Contract award: 05/23/2019**
- **Contract end: 06/30/2025**
- **Number of optional extensions and extension duration(s): One (1), 2-year extension**

Pursuant to the Contract C4-CVD-19-001-03, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name)
intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent Name

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

Cellco Partnership dba Verizon Wireless

Authorized Agent: Clifton Miller

Attention: State and Local Government Contract Management Team

15505 Sand Canyon Avenue
Building C,
Irvine, CA 92618

Contact Number: 800-922-0204

Email:

CALNETCellular@verizonwireless.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET “**DATE EXECUTED**” shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

CALNET

AUTHORIZATION TO ORDER (ATO)

Charter Communications Operating, LLC., and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 23 and 24. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features

- **Contract award: 04/23/2020**
- **Contract end: 06/30/2025**
- **Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension**

Category: 24, Flat Rate Internet Services

- **Contract award: 04/23/2020**
- **Contract end: 06/30/2025**
- **Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension**

Pursuant to the Contract C4-DNCS-19-001-33, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name)
intends to seek Universal Service Funding (E-Rate) for eligible Service(s)
provided under the ATO. The Service(s) ordered under the ATO shall
commence MM/DD/YYYY
("Service Date"). Upon the Service Date, the ATO supersedes and replaces
any applicable servicing arrangements between the Contractor and the Non-
State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-
State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

Charter Communications Operating, LLC.

Authorized Agent: David Brown or Thomas Heil

Attention: Commercial Contracts Management

Address: 12405 Powerscourt Dr. Corporate - Legal

Operations

St. Louis, MO 63131

Contact Number: 866-423-6909, Ext. 2

Email: CALNETOrders@charter.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET “**DATE EXECUTED**” shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

AUTHORIZATION TO ORDER (ATO)

Cellular – Category 19.1

AT and T Mobility and the California Department of Technology (CDT) have entered into a four-year statewide contract for CALNET Cellular Voice and Data Services, C4CVD18, Category 19. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category/Subcategory: 19.1, CALNET Cellular Business Services

- **Contract award: 05/23/2019**
- **Contract end: 06/30/2025**
- **Number of optional extensions and extension duration(s): One (1), 2-year extension**

Pursuant to the Contract C4-CVD-19-001-04, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for

the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name)
intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent Name

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

AT and T Mobility

Authorized Agent: Ken Todd

Attention: Contract Program Manger

Contact Number: 916-768-5000

2700 Watt Avenue, Room, 1213
Sacramento, CA 95820

Email: KT3893@att.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET “**DATE EXECUTED**” shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed



City of Gardena
Gardena City Council Meeting
AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Discussion on Eligible CDBG Funded Activities

COUNCIL ACTION REQUIRED:

Staff Recommendation: No Action Needed

RECOMMENDATION AND STAFF SUMMARY:

At a previous City Council meeting, it was requested that staff conduct a presentation on eligible CDBG funded activities. The City's CDBG Consultant along with staff have a presentation on these activities for the Council to consider for the future use of CDBG funds.

FINANCIAL IMPACT/COST:

None

ATTACHMENTS:

APPROVED:

Clint Osorio, City Manager



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.B
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Consideration of the Gardena Economic Business Advisory Commission (GEBAC)'s recommendations on the use of grant funds for the revitalization of Gardena Boulevard.

COUNCIL ACTION REQUIRED:

Staff Recommendation: 1) Review the Gardena Economic Business Advisory Commission (GEBAC)'s recommendation on the use of grant funds for the revitalization of Gardena Boulevard, which prioritizes the acquisition of the vacant lot on 1112 W. Gardena Boulevard; and 2) Provide any additional direction to City Staff.

RECOMMENDATION AND STAFF SUMMARY:

Last year, the City of Gardena was awarded a grant in the amount of \$2 million dollars for the revitalization of Gardena Boulevard. At the City Council meeting held on October 25, 2022, City Council directed the Gardena Economic Business Advisory Commission (GEBAC) to seek input from the Gardena Boulevard community and to recommend activities for the use of the \$2M grant funds received for the revitalization of Gardena Boulevard.

GEBAC has held meetings to discuss the needs of the small businesses on the Boulevard and the appropriate utilization of the grant funds. On October 12, 2023, a community meeting held on Gardena Boulevard was hosted to solicit feedback from the community. In addition, a survey in both English and Spanish to gather feedback was provided to attendees.

On October 18, 2023, the GEBAC held a special meeting to review and analyze the community feedback for the small businesses on Gardena Boulevard. GEBAC has identified the following priorities for Gardena Boulevard from highest to lowest:

1. Highest Priority - **Inadequate parking**
2. Mid Priority - **Safety and decorative lighting**
3. Lowest Priority - **Facade improvement**

Based on the identified priorities from the community meeting, GEBAC recommends that the City Council consider acquiring the vacant lot at 1112 W Gardena Boulevard to facilitate public parking for local businesses while also serving as a flexible space for hosting special City events. Should the acquisition and development of land for public parking not be considered

an eligible activity of the grant, the next recommendation would be to use the funds for safety and decorative lighting, and then lastly business facade improvements.

FINANCIAL IMPACT/COST:

Not Applicable

ATTACHMENTS:

[Staff Report - Gardena Blvd Revitalization Grant.pdf](#)

[GEBAC Gardena Blvd Revitalization Memo.pdf](#)

APPROVED:

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

Clint Osorio, City Manager



City of Gardena

City Council Meeting

Agenda Item No.: 13B
Department: Community Development
Meeting Date: October 24, 2023
GARDENA BOULEVARD
REVITALIZATION

AGENDA STAFF REPORT

AGENDA TITLE: GARDENA ECONOMIC BUSINESS ADVISORY COMMISSION (GEBAC)'S RECOMMENDATIONS TO THE CITY COUNCIL ON THE USE OF GRANT FUNDS FOR THE REVITALIZATION OF GARDENA BOULEVARD.

RECOMMENDATION:

Staff respectfully recommends that City Council:

- 1) Review the Gardena Economic Business Advisory Commission (GEBAC)'s recommendations on the use of grant funds for the revitalization of Gardena Boulevard, which prioritizes the acquisition of the vacant lot on 1112 W Gardena Boulevard; and
- 2) Provide any additional direction to City staff.

BACKGROUND:

Last year, the City of Gardena was awarded \$2 Million State Earmark for the revitalization of Gardena Boulevard. At the City Council Meeting held on October 25, 2022, City Council directed the Gardena Economic Business Advisory Commission (GEBAC) to seek input from the Gardena Boulevard community and to recommend activities for the use of the \$2M grant funds received for the revitalization of Gardena Boulevard.

Since the signing of the Fund Transfer Agreement (FTA) between the California Department of Transportation and the City of Gardena in May 2023, outlining the project's objectives, GEBAC has engaged in regular and special meetings to discuss the needs of the small businesses on the Boulevard and the appropriate utilization of the allocated grant funds.

Recently, on October 12, 2023, a community meeting held on Gardena Boulevard was hosted to engage and solicit feedback from the business owners, property owners, and the residents of Gardena Boulevard. GEBAC provided a nine-question survey in both English and Spanish to gather feedback on the small business needs along the Boulevard.

DISCUSSION:

On October 18, 2023, the GEBAC convened a special meeting to review and analyze the community feedback for the small businesses on Gardena Boulevard. GEBAC has identified the following priorities for Gardena Boulevard from highest to lowest:

1. Highest Priority - **Inadequate parking:** The limited availability of parking spaces along the Boulevard deters potential customers, reduces pedestrian traffic, and limits small business success.
2. Mid Priority - **Safety and decorative lighting:** Inadequate streetlighting and insufficient streetlights discourages small businesses from operating beyond regular business hours.
3. Lowest Priority - **Facade improvement:** Structures along the Boulevard need modernization to establish a more welcoming and contemporary atmosphere.

Based on the identified priorities of the Boulevard, GEBAC recommends that the City Council consider acquiring the vacant lot at 1112 W Gardena Boulevard. This acquisition aims to facilitate public parking for local businesses while also serving as a flexible space for hosting special City events, thereby fostering increased business activity and opportunities along Gardena Boulevard. Should the acquisition and development of land for public parking not be considered an eligible activity of the grant, GEBAC hopes the City Council would still consider acquiring the vacant lot for public parking and special event purposes as the need is of the highest priority to support the businesses and community along Gardena Blvd.

If the acquisition does not qualify as a grant funded activity, and the agreement cannot be amended to include such type of activity, GEBAC then recommends that both safety and decorative streetlighting be considered for use of the grant funds. If that activity is also not considered eligible, GEBAC recommends that the funds be used for business façade improvements.

LEGAL REVIEW:

Not Applicable

CONCLUSION:

Staff respectfully recommends that City Council:

- 1) Review the Gardena Economic Business Advisory Commission (GEBAC)'s recommendations on the use of grant funds for the revitalization of Gardena Boulevard, which prioritizes the acquisition of the vacant lot on 1112 W Gardena Boulevard; and
- 2) Provide any additional direction to City staff.

FISCAL IMPACT:

Not Applicable

ATTACHMENT:

Memorandum from the Gardena Economic Business Advisory Commission (GEBAC)

Submitted by: Greg S. Tsujiuchi

Date: 10/24/2023



Community Development Department

1700 West 162nd Street Gardena, California 90247-3732

MEMORANDUM

To: Honorable Mayor and City Council

FROM: Steve Rogers, Chairman
Gardena Economic Business Advisory Commission (GEBAC)

PREPARED BY: Jackie Choi, Economic Development Manager

DATE: October 19, 2023

SUBJECT: Gardena Boulevard Revitalization Grant

Discussion

On September 20, 2023, the Gardena Economic Business Advisory Commission (GEBAC) held a regularly scheduled meeting to identify the programs for the \$2 Million Grant Funding received to revitalize Gardena Boulevard. Commissioners, staff members, and Lieutenant Rivera, the District 3 Lieutenant, voiced significant concerns regarding the insufficient parking along the Boulevard, greatly impacting the local businesses and their customers. Discussions also included the potential utilization of the vacant lot at 1112 W Gardena Boulevard, formerly known as Firestone, as a viable solution to improve the persisting parking constraints experienced by small businesses on the Boulevard.

On October 12, 2023, the District 3 Policing hosted a Community Meeting on Gardena Boulevard, aimed at engaging and soliciting constructive feedback from business owners, property owners, and the residents of Gardena Boulevard. The GEBAC utilized the meeting as an opportunity to administer a nine-question survey in both English and Spanish, aiming to gather comprehensive feedback on the Boulevard. The enclosed summary of the survey stresses the insufficiency of parking and safety concern remains a critical obstacle for the small businesses along Gardena Boulevard.

Consequently, on October 18, 2023, the GEBAC convened a special meeting to review and analyze the community feedback concerning Gardena Boulevard. Commission collectively determined that the acquisition of 1112 W Gardena Boulevard would serve as a key measure in preserving and enhancing the position of local small businesses. This acquisition was perceived as an essential strategy aimed at providing public amenities and ensuring that businesses could adequately cater to their clientele.

Following are the priorities GEBAC had identified based on the community feedback:

1. Inadequate parking: The shortage of parking spaces along the Boulevard discourages potential customers, resulting in a decline in foot traffic.
2. Safety and decorative lighting: Dimly lit streets and inadequate streetlights discourage small businesses from operating beyond regular business hours.
3. Facade improvement: Several structures along the Boulevard require modernization to create a more inviting and contemporary ambiance.

The GEBAC requests that City staff, on behalf of GEBAC, provide a recommendation to the City Council, requesting that the Council consider the acquisition of the vacant lot on 1112 W Gardena Boulevard as the program of the revitalization of Gardena Boulevard. Should the acquisition of the land does not align with the scope of work specified in the State Earmark, and the Funds Transfer Agreement between the California Department of Transportation and the City of Gardena, GEBAC recommends that the City Council continue its efforts to acquire the vacant lot. This acquisition is intended to enable accessible public parking for local businesses while also acting as a flexible venue for hosting special events, thereby encouraging amplified business activity on the Boulevard which will assist from stopping empty store fronts and creating blights to the community.

In addition, if the land acquisition does not align with the stipulations of the agreement, GEBAC recommends that the subsequent prioritized item from the list provided earlier be considered as the next program activity, which is the implementation of measures to enhance safety along Gardena Boulevard. This could involve the evaluation of potential rehabilitation, replacement, or augmentation of decorative and secure street lighting, thus improving the safety of small businesses and visitors.

Should you require additional information, the GEBAC Chair and Members would welcome an opportunity to discuss this matter or answer any questions at a time convenient to the Council.

Attachment

Summary of the Gardena Boulevard Survey

C: Clint Osorio, City Manager
Greg Tsujiuchi, CD Director

GARDENA BOULEVARD SURVEY

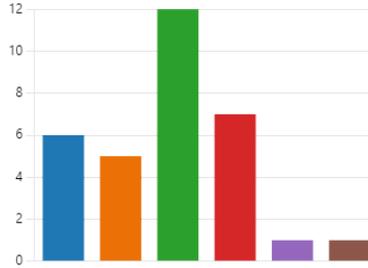
17
Responses

02:43
Average time to complete

Active
Status

1. Which of these describe you? (Select all that apply)

● Gardena Blvd Resident	6
● Work on Gardena Blvd	5
● Business Owner	12
● Property Owner	7
● Investor or Developer in Gardena...	1
● Other	1



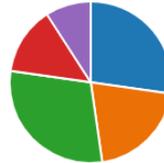
2. Your age group (Select one)

● 18 to 24	0
● 25 to 39	1
● 40 to 60	5
● 60 plus	11

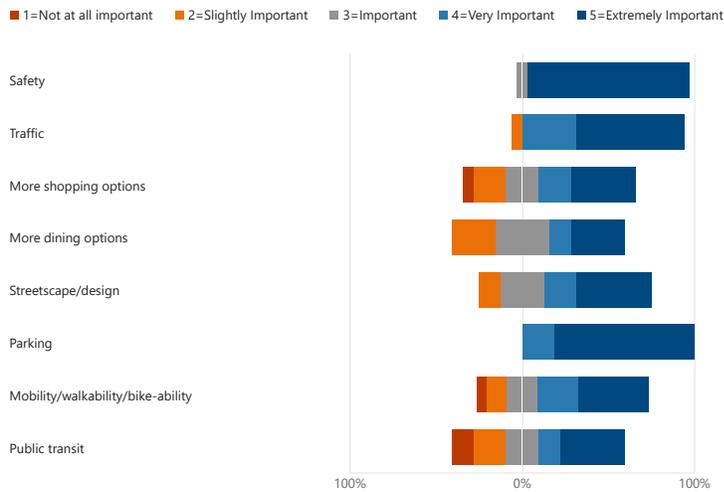


3. What do you like most about Gardena Blvd? (Select up to 3 answers)

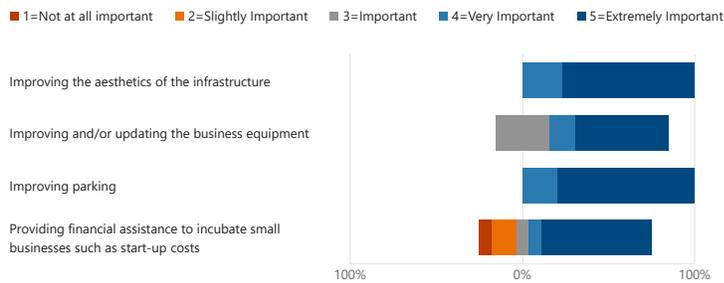
● Small town feel	12
● Sense of Community	9
● Central location/easy access to ...	13
● Civic/cultural activities	6
● Affordability	4



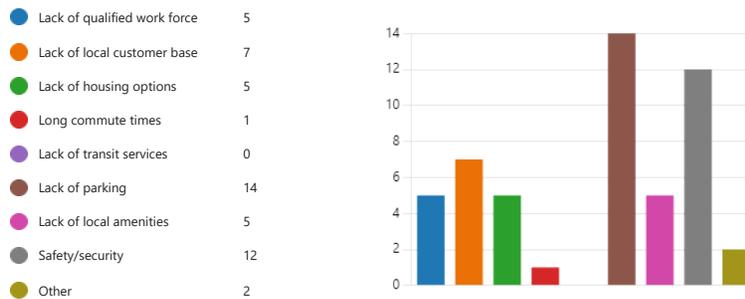
**4. How important are each of the following improvements for Gardena Blvd?
Please use a scale of 1-5 where 1=Not at all important, 2=Slightly Important, 3=Important, 4=Very Important, 5=Extremely Important**



5. Please rate the importance of the following priorities for improving/revitalizing the small businesses on Gardena Blvd. Use a scale of 1-5 where 1=Not at all important, 2=Slightly Important, 3=Important, 4=Very Important, 5=Extremely Important



6. What are some barriers to attracting new business/investment and retaining current businesses in Gardena Blvd? (Select all that apply)



7. What improvements are needed on the Gardena Boulevard for the Small Businesses?

11 Responses

Latest Responses

"Advertise in the city of Gardena. Events, and festivals on Gardena Blvd. "

8. **What do you enjoy about Gardena Boulevard?**

10
Responses

Latest Responses
"That it is a Blvd, Fun, and family-friendly "

9. **How should we envision the character of the small businesses on Gardena Boulevard for the future?**

7
Responses

Latest Responses
"With more customers for all businesses, lighted, safe, clean, more visitors an...
"With more safety"



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorize the Contract Renewal Services with SmartCover Systems, Inc. in the amount of \$63,570 to provide Active Site Management (ASM) and Warranty Coverage for a Two-Year Term

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize the Purchase

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommend that City Council authorize contract renewal services with SmartCover Systems, Inc. in the amount of \$63,570 to provide Active Site Management (ASM) and optional warranty coverage of the sewer monitoring system.

On September 11, 2018, City Council approved the purchase and installation of 30 Sewer Covers from SmartCover Systems for monitoring at various locations in the City. Ongoing costs for the system include annual renewal of the ASM component plus the power pack and systems parts warranty. The ASM component includes support services, data storage, upgrades, website access, software subscription, satellite connectivity, maintenance alerts, online sewer cover monitoring, and data analysis.

The cost for continued maintenance has increased over the last several years. Effective March 1, 2023, there was a price increase of 3.8% for monitoring and maintenance service. The cost for 1 year of service increased to \$32,760. The vendor offered a discount for a two-year term resulting in a savings of \$1,950 and protection against a price increase for the second year.

The system is an extremely valuable tool which provides continuous remote monitoring of 30 high volume sewer lines, 24 hours a day to help optimize the prevention of Sanitary Sewer Overflows (SSO).

SmartCover Systems, Inc. is the sole source and exclusive manufacturer of this patented and proprietary system.

This is a budgeted expense covered under the sewer maintenance fund.

FINANCIAL IMPACT/COST:

Sewer Fund - \$63,570

ATTACHMENTS:

[SMARTCOVER_CONSULTANT_AGREEMENT_102423__Signed_by_SC.pdf](#)

[Quote 7596.pdf](#)

[SmartCover - Brochure.pdf](#)

[Sole Source Letter.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

CITY OF GARDENA CONSULTANT AGREEMENT WITH SMARTCOVER SYSTEMS, INC.

This Agreement is entered into this _____ day of _____, 2023, by and between the **City of Gardena**, a municipal corporation (“City”) and **SmartCover Systems, Inc.**, a CA Corporation (“Consultant”). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. Whereas, City is desirous of obtaining professional comprehensive services including software support, data storage, upgrades, added features, and satellite connectivity for the SmartCover Sewer Monitoring System;
 - B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
 - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
 - D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the

services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the Consultant's Proposal, Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the Public Works Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the Public Works Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Public Works Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Public Works Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.

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

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed **Sixty three thousand five hundred seventy dollars and 00/00 (\$63,570.00)** without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all the requirements of this Section and Consultant shall be

responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
 2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. Additional insureds: “The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”
 - b. Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
 - c. Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy.”
 - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of

losses and related investigations, claim administration and defense expenses.

- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
15. **PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created,

developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.

18. **CONFIDENTIALITY CLAUSE.** Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand

for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
21. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
22. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes

beyond the control and without the fault or negligence of Consultant.

25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
 1700 West 162nd Street
 Gardena, California 90247
 Attn: Allan Rigg
 Director of Public Works

To Consultant: SmartCover Systems, Inc.
 2110 Enterprise Street
 Escondido, CA 92029
 Attn: Paris Neofotistos
 Vice President of Sales

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

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.
29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public

disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

30. MAINTENANCE OF RECORDS. Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

31. BINDING EFFECT. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

32. GOVERNING LAW. This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

33. SECTION HEADINGS. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

34. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

35. ATTORNEY'S FEES. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

36. PREPARATION OF AGREEMENT. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that

the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.
39. **ELECTRONIC SIGNATURE.** The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

CITY OF GARDENA

CONSULTANT – SmartCover Systems, Inc.

Tasha Cerda, Mayor

Name – Paris Neofotistos

ATTEST:

Sign: *Paris Neofotistos*

Title: Vice President of Sales

Mina Semenza, City Clerk

Name

APPROVED AS TO FORM:

Sign: _____
Title:

[Signature]

Carmen Vasquez, City Attorney

Budget Quote

March 2023 Pricing

Hadronex, Inc. DBA SmartCover Systems
2110 Enterprise Street
Escondido, CA 92029 USA
Phone: 760-291-1980
Fax: 760-291-1982

Due Date	Period Covered	Quote Number
11/30/2023	12/1/2023-11/30/2025	7596

Bill To:	Ship To	Remit PO to orders@smartcoversystems.com or return this quote signed with PO number. Scan of PO is preferred.	
Gardena, City of 1717 West 162nd Street Gardena, CA 90247 USA Attn: Adrianna Renteria	City of Gardena 1717 West 162nd Street Gardena, CA 90247-3731 USA Attn: John Scherer	Date	8/8/2023

Item	Description	Qty	Rate	Total
	GPWA-REN-0723 ***On site Labor maybe contracted separately for additional fees.			
ASM-SC2R	Renewal: SmartCover® – REQUIRED	30	786.00	23,580.00
PW-5C2R	Renewal: Power Warranty: - PARTS ONLY	30	443.00	13,290.00
EW-SC2R	Renewal: SmartCover® System™ Warranty- Covers all systems parts except PowerPack™- PARTS ONLY.	30	890.00	26,700.00

Terms and Conditions for this transaction:

1. Payment: Net 30 days
2. All pricing subject to change.
3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
5. Customer is responsible for paying the appropriate taxes due at time of invoice.

Signature for Approval

P.O. No.

We appreciate your business!

Sales Tax calculated by AVATAX
Shown in the body of quote on the last page

Total

Budget Quote

Hadronex, Inc. DBA SmartCover Systems
2110 Enterprise Street
Escondido, CA 92029 USA
Phone: 760-291-1980
Fax: 760-291-1982

March 2023 Pricing

Due Date	Period Covered	Quote Number
11/30/2023	12/1/2023-11/30/2025	7596

Bill To:	Ship To	Remit PO to orders@smartcoversystems.com or return this quote signed with PO number. Scan of PO is preferred.	
Gardena, City of 1717 West 162nd Street Gardena, CA 90247 USA Attn: Adrianna Renteria	City of Gardena 1717 West 162nd Street Gardena, CA 90247-3731 USA Attn: John Scherer	Date	8/8/2023

Item	Description	Qty	Rate	Total
5934	13442 Catalina/135th Alley			
5941	14150 Crenshaw			
5936	14518 Berendo Ave			
5937	14804 Budlong			
5947	1516 Redondo Beach Blvd			
5953	155th St and Vermont			
5939	15721 Brighton			
5946	15810 Crenshaw and Manhattan			
5942	1634 145th St.			
5932	178th St Storm Drain			
5933	1926 El Segundo Blvd			
5935	2118 El Segundo Blvd			
5943	2404 El Segundo Service Rd			
5931	2912 El Segundo Blvd			
5940	Alley of S. Western Ave.			
5948	Arcturus and Redondo Beach Blvd			
5944	Arthur Johnson Park			
5930	Berendo and 132nd St			
5927	Budlong and 141st Pl			
5926	Budlong and 144th St			
5924	Halldale and 146th St			
5945	Manhattan Pl and 162nd St			
5950	Redondo Beach Blvd and Manhattan Pl			
5938	Rosecrans and Ardath Service Rd			
5928	Vermont and 130th St			
5929	Vermont and 141st St			
5949	Vermont and Marine			
5952	Vermont Ave and 159th			
5925	Vermont Ave and 161st			
5951	Western and 137th			
Total sales tax calculated by AvaTax			0.00	0.00
			0.00%	0.00

Terms and Conditions for this transaction:

1. Payment: Net 30 days
2. All pricing subject to change.
3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
5. Customer is responsible for paying the appropriate taxes due at time of invoice.

Signature for Approval

P.O. No.

We appreciate your business!

Sales Tax calculated
by AVATAX
Shown in the body of quote
on the last page

Total \$63,570.00

SMARTCOVER[®]

CONSISTENT - RELIABLE - RESILIENT

REAL-TIME SATELLITE INFRASTRUCTURE MONITORING SOLUTIONS



FULL SUITE OF SOLUTIONS

Offers Greater Visibility into Your Operations

SmartCover has prevented more than 40,000 sewer system overflows with real-time alarms and notifications to dispatch crews for spill avoidance. We optimize sewer cleaning by redirecting crews to clean "as needed" without sacrificing care and lower inspection costs by localizing "when and where" activities are needed.



SSO Prevention



H2S Monitoring



I&I Assessment



Cleaning Optimization



CSO Monitoring



Stormwater Monitoring



Lift Station Monitoring



Intrusion Detection

TRUSTED UTILITY PARTNER

Protecting Public Health for Nearly 20 Years

PROTECT THE ENVIRONMENT

- Utilize real-time alarms to dispatch crews before overflows occur
- Eliminate environmental and community impacts associated with sewer spills
- Identify locations with capacity constraints to prevent future overflows

OPTIMIZE INVESTMENTS

- Schedule cleanings based on data and analytics
- Reduce chemical odor and corrosion control spend while improving performance
- Achieve 75% to 95% cleaning reduction at high-frequency locations

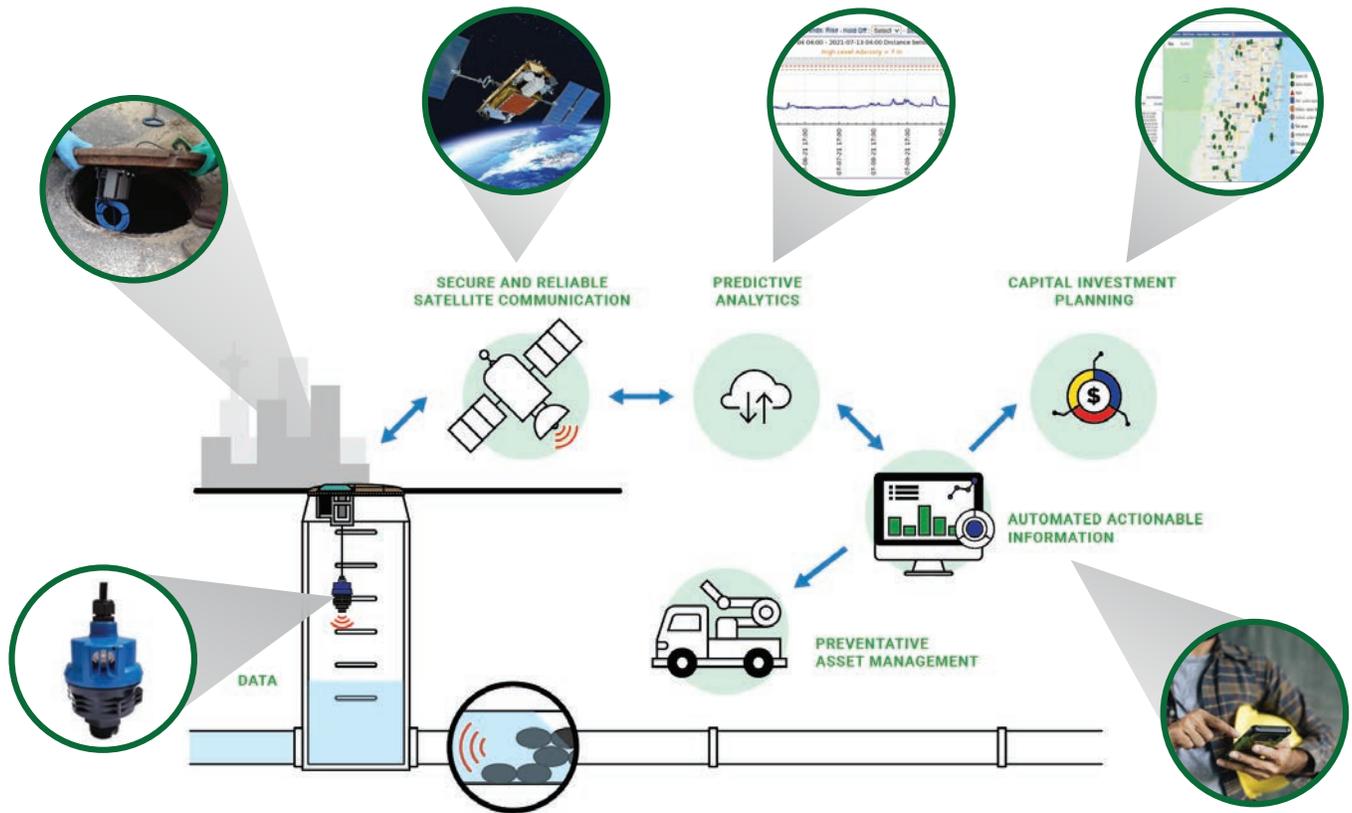
STRENGTHEN UTILITY RESILIENCY

- Monitor critical infrastructure during extreme weather events using satellite communication
- Isolate Inflow & Infiltration to focus capital investments in high-impact areas
- Reduce carbon footprint by optimizing cleaning truck operations, decreasing chemical use, and eliminating sewer overflows



INTEGRATED SOLUTION

Delivers All Components to Ensure Success



EXPERIENCE & EXPERTISE

That Benefit Every Size of City & Municipality

"Within the first three hours, we had one SmartCover tell us there was a blockage on the way, and we were able to go out and clear the blockage before we had a problem."

- Arlington, Texas

"SmartCover's data-driven monitoring systems enable us to target cleaning when and where it's needed, and save money when it's not."

- South Coast Water District, California

"SmartCover has allowed us to perform targeted analysis on our sewers, providing real-time data and alarming to avert sanitary sewer overflows, backups, and subsequent cleanup. In addition, the units are providing valuable data for I&I analysis so we can make informed capital investment decisions. It is a key tool in our toolkit for collection system maintenance and replacements."

- New Jersey American Water

EFFICIENT MANAGEMENT OF REAL-TIME DATA

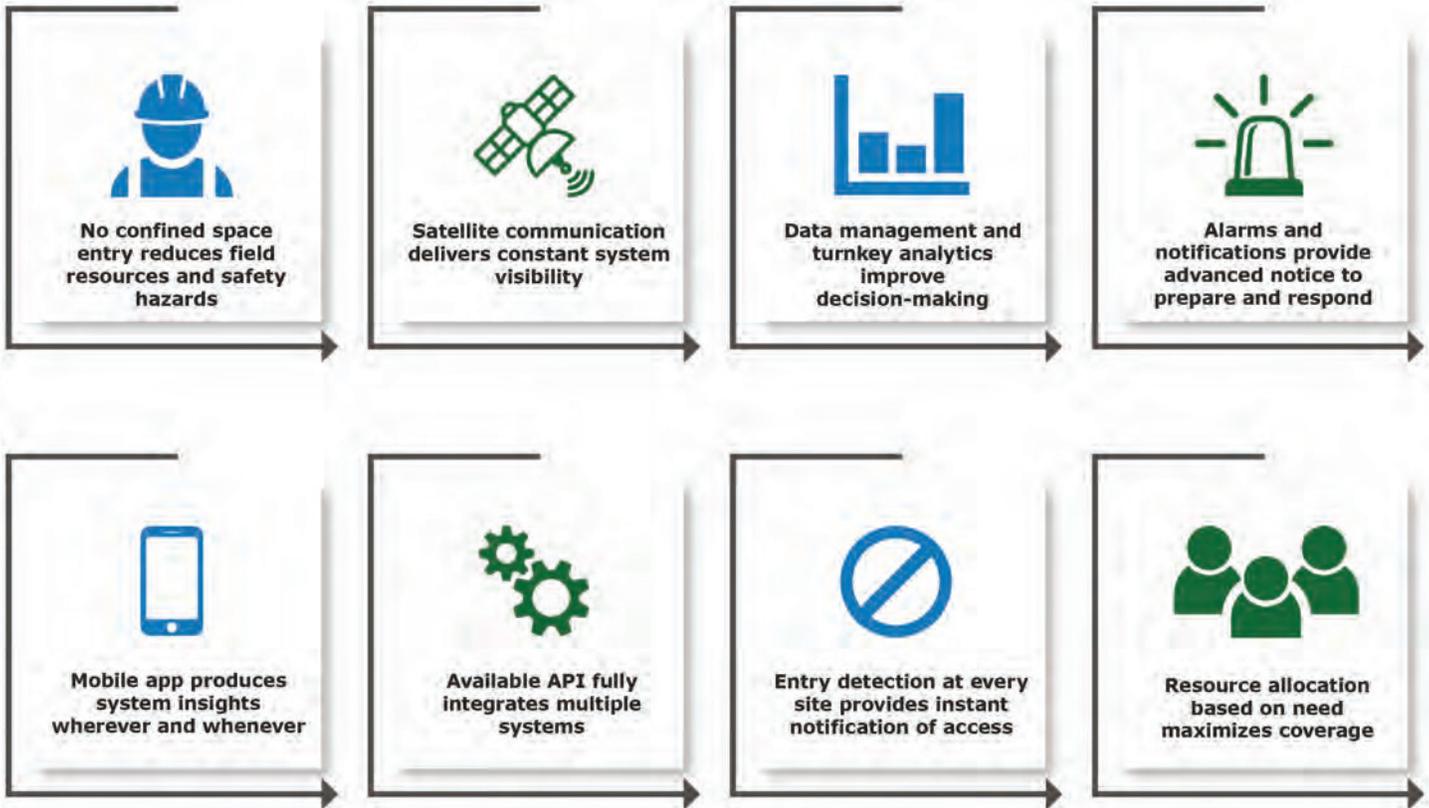
Provides Actionable Insights through Industry-Leading Analytics

- Data delivered from the sewer to your web-enabled devices
- Intuitive landing dashboard summarizing location and status of manholes monitored by SmartCover sensors
- Easy access to critical events including alarms, alerts, and advisories
- Visibility to every single SmartCover unit through clicks on the map



NOTABLE BENEFITS

Deliver Peace of Mind



Sole Source – Manufacturer



Hadronex Inc. DBA SmartCover Systems

Customer Name City of Gardena
Address 1717 W 162nd St
City, State Zip Gardena, CA 90247

Date October 10 23

This letter is to provide notification that Hadronex, Inc. (doing business as SmartCover® Systems™) herein known as "Company" with corporate offices located at 2110 Enterprise Street, Escondido, CA 92029, is the sole creator, manufacturer and marketer of a group of systems and products, including: the award winning *SmartCover®*; *SmartFLOE™*; *SmartVault™*; *SmartWeir™*; *SmartClean®*; *SmartTank*; *SmartTrend®*; *SmartRain™*; *SmartTide™*; *UnderCover®*; *SubSonic®*; *H₂Scents®* and *StreamWatch®*.

The *SmartCover®* family of products are both **patented and proprietary**, designed and manufactured by the Company to provide users with unique qualities and functions based on acquiring water level and/or flow data as well as other data in the sewer collection system or other structures with open channel flows, using ultrasonic, pressure or combined technology combined with embedded analytics and data fusion. The *SmartCover®* system, which acquires and transmits data through the Iridium® military grade satellite network, is immune to terrestrial communications interruptions caused by storms or hurricanes and provides 24/7 user access via a secure web browser and through a dedicated, secure user website.

SmartCover® *uniquely* provides real-time, continuous monitoring capability powered by an engineered and proprietary long-life lithium thionyl chloride battery pack. It *uniquely* communicates with an embedded digital radio through the Iridium® satellite system assuring global, redundant and continuous coverage.

Users acquire trend data via the patented and proprietary *SmartTrend®* analysis software tool which issues predictive "Advisories" on developing trends, "Alarms" for surcharges and intrusions and maintenance "Alerts" that monitor specific operational parameters system. All notifications provide information and resources enabling Sewer Intelligence® - effective, informed decision-making for corrective or preemptive action.

Patent pending *SmartRain™*; *StreamWatch®* and *SmartTide™* data services are available where users are presented a "multigraph view" for fast and easy comparison of the *SmartCover®* (level) or *SmartFLOE™* (flow) data with local environmental data. *SmartClean®* provides advanced maintenance forecasting to reduce cost and risk.

Mounted directly on the manhole cover, the patented *SmartCover®* configuration is designed to be installed with **no confined space entry** per OSHA CFR 1910.146(b). The manhole cover mounting also provides a real-time intrusion alarm when the manhole cover is opened, providing a unique capability to detect intrusions or entries into the manhole or hatch.

Company *solely provides* ongoing professional services for management and security of data, software maintenance and upgrades, the user website interface and exercise of the Iridium Satellite communications system. These essential services directly enable users to have seamless, robust and ongoing access to real-time data from remote locations.

Company is protected by the following US Patents: 7,589,630; 7,598,858; 7,944,352; 7,948,215; 8,607,654; 9,297,684; 9,482,568; 10,612,228 and 10,901,068. The systems are also protected by registered trademarks and international patents. Company also has a Madrid Treaty filing for its main trademark. We hope this information will satisfy your requirements and that it clearly demonstrates the special, patented, unique and proprietary features of our systems.

Sincerely,

Corey Williams, P.E.
President/CEO, SmartCover Systems
cwilliams@smartcoversystems.com

SmartCoverSystems.com

Hadronex Inc. DBA SmartCover Systems
2110 Enterprise Street, Escondido, CA 92029



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.B
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: October 24, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorization to Purchase One (1) Electric Vehicle from Enterprise Fleet Management in the amount of \$57,252 for the Public Works Department

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Purchase

RECOMMENDATION AND STAFF SUMMARY:

Staff recommends that the City Council approve the purchase of a 2023 Tesla Model Y from Enterprise Fleet Management in the amount of \$57,252 inclusive of sales tax.

The Public Works Inspector conducts daily field inspections and attends field meetings for construction projects in the public right of way. The current electric vehicle used for these activities is an eleven-year-old Nissan Leaf which has exceeded its life expectancy. This vehicle is now obsolete, and Nissan no longer provides maintenance services. When the vehicle was initially purchased, each full charge had a driving range of approximately 100 miles. The vehicle now has a range of approximately 20 miles. There is also a recurring safety issue with the brakes being "sticky." The brakes were repaired multiple times. However, it continues to present an issue.

The needs of the Public Works Inspector are unique as they need to have tools to perform their duties. A passenger car does not suffice. Therefore, a SUV or truck is needed. As the City moves forward with complying with the state of California's stringent environmental and air quality regulations, the City will now only consider fully electric vehicles on our fleet of non-emergency light duty vehicles. Other vehicle makes and models were considered; but because of supply chain issues, the availability of full-electric vehicles is scarce. The City receives funds from the state that can be used to purchase electric vehicles and staff researched what types of electric SUV's and trucks could be purchased. Tesla Motors Inc. is an American company, and the Model Y is extremely competitively priced with other fully electric makes and models, has a driving range of approximately 300 miles per full charge, and is now available for purchase. There are several cities that have utilized Tesla automobiles for their fleet of both emergency and non-emergency vehicles.

Therefore, staff determined that the Tesla Model Y is the best vehicle for this need based on initial cost, reliability, utility, and availability.

FINANCIAL IMPACT/COST:

Source of Funds: \$28,626 AQMD and \$28,626 Gas Tax funds. No financial impact to the General Fund.

ATTACHMENTS:

[2023 Tesla Model Y Purchase Quote.pdf](#)

APPROVED:

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

Clint Osorio, City Manager

Prepared For: City of Gardena
Goodpaster, Patrick

Date 10/19/2023
AE/AM GH0/JE

Unit #

Year 2023 **Make** Tesla **Model** Model Y
Series Long Range 4dr All-Wheel Drive Sport Utility

Vehicle Order Type Ordered **Term** 48 **State** CA **Customer#** 473374

\$ 51,630.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 722.69 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 51,929.00 *	Capitalized Price Reduction
\$ 5,322.72 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Pearl White Multi-Coat
Interior Color	Black w/Vegan Leather Seat Trim
Lic. Plate Type	Exempt
GVWR	0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.02	Depreciation Reserve @ <u>1.8000%</u>
\$ 54.73	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 54.75	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 60.00	Physical Damage Management	Comp/Coll Deductible	<u>1000 / 1000</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>100,000</u>	OverMileage Charge	<u>\$ 0.0720</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 60.00 Additional Services SubTotal

\$ 5.61	Sales Tax <u>10.2500%</u>	State <u>CA</u>
---------	---------------------------	------------------------

\$ 120.36 Total Monthly Rental Including Additional Services

\$ 0.04	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Gardena

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 140.00
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 265.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 565.00

VEHICLE INFORMATION:

2023 Tesla Model Y Long Range 4dr All-Wheel Drive Sport Utility - US

Series ID: MODELYLRL

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,490	\$48,490.00
Total Options	\$1,250.00	\$1,250.00
Destination Charge	\$1,390.00	\$1,390.00
Total Price	\$51,130.00	\$51,130.00

SELECTED COLOR:

Exterior: PPSW-Pearl White Multi-Coat
 Interior: BLK-Black w/Vegan Leather Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
BLK_02	Black w/Vegan Leather Seat Trim	NC	NC
FEE	Non-Refundable Order Fee	\$250.00	\$250.00
PAINT	Monotone Paint	STD	STD
PPSW_02	Pearl White Multi-Coat	\$1,000.00	\$1,000.00
STDAR	5 Seat Interior	STD	STD
STDAX	9.0 Axle Ratio	STD	STD
STDEN	Dual Motor: Fr AC Induction/Rr AC Permanent Magnet	STD	STD
STDGV	GVWR: 5,712 lbs	STD	STD
STDRD	Radio: Premium Audio System	STD	STD
STDTM	Vegan Leather Seat Trim	STD	STD
STDTN	Transmission: 1-Speed Automatic	STD	STD
STDTR	Tires: 255/45R19	STD	STD
STDWL	Wheels: 19" x 9.5" Gemini	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: auto dimming power remote heated power folding side-view door mirrors with tilt down
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Fender Flares: black fender flares
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Steering Wheel A/C Controls: steering-wheel mounted A/C controls
Power Sunroof: front and rear fixed laminated glass sunroof
Seat Memory: 5 driver memory seat settings (includes door mirrors, steering wheel, audio, HVAC,)
Cruise Control: cruise control with steering wheel controls, Traffic-Aware Cruise Control distance pacing
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: smart device-as-key remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: heated steering wheel with power tilting, power telescoping, auto tilt-away
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: FM/HD with seek-scan
Radio Data System: radio data system
Amplifier: amplifier
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 14 speakers
Internet Access: internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights
Auto-Dimming Headlights: auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers wipers with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Clock: in-dash clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Sentry Mode with video recording
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Heated Rear Seat: heated rear seat
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: leatherette front and rear seat upholstery
Door Trim Insert: simulated suede door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: aluminum/genuine wood instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Cover: folding cargo cover
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 425-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic